

CITY CLERK
ORIGINAL

C-8929-1
05/22/2014

**DeskOfficer Online Reporting System (DORS)
SETUP AND LICENSE AGREEMENT**

This License is granted on this [22] day of ~~April~~ ^{May}, 2014, by and between the City of Glendale located at 5850 West Glendale Avenue, Glendale, AZ 85301, a municipal corporation under the laws of the State of Arizona and hereafter referred to as "Licensee" and Coplogic Inc., an existing California corporation with a principal place of business at 231 Market Place, Suite #520, San Ramon, CA 94583 and hereafter referred to as "Licensor".

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

1. DEFINITIONS

- (a) "**Documentation**" means technical manuals, training manuals, user guides, and workbooks, as updated and amended from time to time, provided by Licensor to assist Licensee with the use of Software.
- (b) "**Software**" means all or any portion of the global version of the binary computer software programs and updates and enhancements thereto, and Documentation hosted by Licensor on behalf of Licensee or delivered by Licensor to Licensee, as more fully described in Exhibit A: PRODUCT OVERVIEW AND DESCRIPTION and Exhibit A-1: OPERATIONAL REQUIREMENTS LIST. Software includes any third-party software delivered by Licensor and modifications made to the Software. Software does not include source code to third party software. Unless specifically stated otherwise, all Software is delivered to Customer only if and when generally commercially available.
- (c) "**Install**" means placing the Software on a computer's hard disk.
- (d) "**Use**" means (i) executing or loading the Software into computer RAM or other primary memory, and (ii) copying the Software for archival or emergency restart purposes.

2. GRANT OF RIGHTS AND SCOPE OF SERVICES

Licensor hereby grants to Licensee a nonexclusive, nontransferable License to use the Software on Licensor's servers for the term of this Agreement. Licensor also agrees to provide the services listed in Exhibit E: PROJECT TASKS AND RESPONSIBILITIES which is incorporated herein by reference and specifically made a part of this License. All requests by the Licensee for additional features or functionality that fall outside of Exhibit E shall be addressed following the "go-live" date of the Software and shall be quoted separately.

3. LICENSE TERM

This License is effective when executed by both parties. The License granted herein remains in force for the term of this Agreement until terminated in accordance with paragraph 5 of this Agreement.

4. COST AND FEES

Licensee agrees to pay Licensor a one time setup and implementation fee of \$20,000.00, plus \$15,000.00 for the first year of license, support and maintenance services, in accordance with the Subscription, Support and Maintenance Agreement. Payment shall be made by Licensee to Licensor as follows:

- 50% (\$17,500.00) due upon execution of this agreement.
- 30% (\$10,500.00) due upon the earlier of 1) the Phase 1 Go-Live “Print Only” Configuration start date as more fully described in Exhibit E: PROJECT TASKS AND RESPONSIBILITIES, or 2) August 1, 2014.
- 20% (\$7,000.00) due upon the earlier of 1) the Phase 2 Go-Live “Interfaced” Configuration start date as more fully described in Exhibit E: PROJECT TASKS AND RESPONSIBILITIES, or 2) December 1, 2014.

The Subscription, Support and Maintenance period shall commence at the Phase 1 Go-Live “Print Only” Configuration start date. All payments shall be made within sixty (60) days from the date of invoice by electronic funds transfer to the Licensor’s account specified in writing, or by check made payable to “Coplogic, Inc.” and delivered to 231 Market Place, Suite #520, San Ramon, CA 94583.

- 4.1. Taxes.** In addition to other amounts payable under this License, Licensee shall pay any and all federal, state, municipal, or other taxes, duties, fees, or withholding currently or subsequently imposed on Licensee's use of the Software or the payment of the License Fee to Licensor, other than taxes assessed against Licensor's net income. Such taxes, duties, fees, withholding, or other charges shall be paid by Licensee or Licensee shall provide the appropriate authority with evidence of exemption from such tax, duty, fee, withholding, or charge. If Licensor is required to pay any such tax, duty, fee, or charge, or to withhold any amount from monies due to Licensor from Licensee pursuant to this License, Licensee shall promptly reimburse Licensor any such amounts.

5. TERMINATION

Licensee may terminate this License at any time on thirty (30) days written notice to Licensor. Licensor shall have the right to terminate this License on thirty (30) days written notice to Licensee if Licensee fails to pay any amount due to Licensor under this License, or if Licensee fails to perform any obligation required of Licensee under this License.

On termination, Licensee will promptly return all copies of the Software to Licensor or destroy all of Licensee's copies of the Software and so certify to Licensor in writing within ninety (90) days of termination.

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Licensor has and reserves all rights and remedies that it has in law or equity to enjoin the unlawful or unauthorized use of Software or Documentation. Upon termination of this License, all rights granted to Licensee under this License cease and Licensee will promptly cease all use and reproduction of the Software and Documentation. Licensee shall return to Licensor or destroy the original and all copies of the Software and Documentation including partial copies and modifications.

Sections 9, 10, 11, and 12 will survive termination or expiration of this License as will any cause of action or claim of either party, whether in law or in equity, arising out of any breach or default.

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8. MODIFICATION AND ENHANCEMENTS

Licensee will make no efforts to reverse engineer the Software, or make any modifications or enhancements or derivative works based on the Software without Licensor's express written consent.

9. WARRANTY

Licensor warrants that from the date of this License, the Software will function provided the original configuration is not replaced or changed by Licensee. Licensor warrants that to the best of its knowledge, information, and belief, the Software does not contain any viruses, back-doors or time bombs, (or similar malicious code), or undocumented security codes that could prevent Licensee's use of the Software or otherwise disrupt or harm Licensee's information technology systems.

THE WARRANTY GRANTED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Licensor's entire liability and Licensee's sole and exclusive remedy for breach of the foregoing warranty shall be, at Licensor's option, to:

- Return to Licensee the maintenance fee for the period in which the Software did not perform according to this warranty; or
- Repair the defects; or
- Replace the Software.

10. INDEMNITY

Licensor shall indemnify, hold harmless, and defend, with counsel acceptable to Licensee, the Licensee (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this License.

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Licensee shall indemnify, hold harmless, and defend, with counsel acceptable to Licensor, the Licensor (including its officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from or incurred in connection with, Licensee's unapproved use or reproduction of the Software pursuant to this License.

Should any claim subject to indemnity be made against Licensor or Licensee, the party against whom the claim is made agrees to provide the other party with prompt written notice of the claim. The indemnifying party will control the defense and settlement of any claim with respect to which it has a duty to indemnify under this section 10. The indemnified party agrees to cooperate with the indemnifying party and provide reasonable assistance in the defense and settlement of such claim. The indemnifying party is not responsible for any costs incurred or compromise made by the indemnified party unless the indemnifying party has given prior written consent to the cost or compromise.

11. ATTORNEY FEES

If any legal action is necessary to enforce this License, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which it may be entitled.

12. CONFIDENTIAL INFORMATION

(a) The term "Confidential Information" shall mean any and all information, which is disclosed by either party to the other verbally, electronically, visually, or in a written or other tangible form, which either is identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, proprietary information concerning Licensor's business, as Licensor has conducted it or as it may conduct it in the future, confidential information concerning any of Licensor's past, current, or possible future products or manufacturing or operational methods, including information about Licensor's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software provided by Licensor. Licensor's Confidential Information shall be treated as strictly confidential by Licensee and shall not be disclosed by Licensee except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This License imposes no obligation upon the parties with respect to Confidential Information

which either party can establish by legally sufficient evidence: (i) was in the possession of, or was rightfully known by the Licensor without an obligation to maintain its confidentiality prior to receipt from other party; (ii) is or becomes generally known to the public without violation of this License; (iii) is obtained by Licensee in good faith from a third party having the right to disclose it without an obligation of confidentiality; (iv) is independently developed by Licensee without the participation of individuals who have had access to the Confidential Information or (v) is required to be disclosed by court order or applicable law, provided that Licensee promptly notifies Licensor in order for the disclosing party to have an opportunity to seek an appropriate protective order. The Licensee shall not obtain, by virtue of this License, any rights title or interest in any Confidential Information of the Licensor. Within fourteen (14) days after termination of this License, each party shall certify in writing to Licensor that all copies of Licensor's Confidential Information in any form, including partial copies, have been destroyed or returned to Licensor.

- (b) Licensor acknowledges that the Licensee is a governmental agency and may be required to disclose certain information under requests made according to provisions of the Public Records Act. Licensee shall give notice to Licensor of any request for the disclosure of any information set apart and marked "confidential," "proprietary" or "trade secret" by Licensor. Licensor shall then have five (5) days from the date it receives such notice to enter into an agreement with Licensee providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney's fees) incurred by Licensee in any legal action to compel the disclosure of such information under the Public Records Act. Licensor shall have the sole responsibility for the defense of the actual proprietary or trade secret designation of such information. The parties understand and agree that any failure by Licensor to respond to the notice provided by Licensee and/or to enter into an agreement with Licensee, as set forth above, shall constitute a complete waiver by Licensor of any nondisclosure or confidentiality rights hereunder with respect to such information, and such information shall be disclosed by Licensee pursuant to applicable procedures required by the Public Records Act.
- (c) Licensee shall protect the deliverables resulting from Services with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Licensee utilizes for Licensee's Confidential Information.
- (d) The terms of this Section 12 shall survive termination of this License. Licensor and Licensee acknowledge that any breach of this Section 12 by Licensee will irreparably harm Licensor. Accordingly, in the event of a breach, Licensor is entitled to promptly seek injunctive relief in addition to any other remedies that the disclosing party may have at law or in equity.

13. RELATIONSHIP BETWEEN THE PARTIES

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

in this License.

14. CONFLICTS OF INTEREST PROHIBITED

Licensors (including its employees, agents, and sub Licensors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this License.

15. COMPLIANCE WITH LAW AND STANDARD OF CARE

Licensors shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this License. Licensors shall perform services under this License using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Licensors, performing under circumstances similar to those required by this Agreement. Licensors certify that its employees have the training and experience to perform and complete all services mentioned herein and outlined in Exhibit E.

16. INSURANCE

Licensors shall, throughout the duration of this License, maintain insurance to cover Licensors (including its agents, representatives, sub-consultants, and employees) in connection with the performance of services under this License. This License identifies the minimum insurance levels with which Licensors shall comply; however, the minimum insurance levels shall not relieve Licensors of any other performance responsibilities under this License (including the indemnity requirements), and Licensors may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this License by the Licensors, and prior to the commencement of any services, the Licensors shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the Licensee. Licensors shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this License.

16.2. Minimum Insurance Levels. Licensors shall maintain insurance at the following minimum levels:

- (a) Commercial General Liability coverage in an amount not less than \$1,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
- (b) Workers' Compensation insurance as required by the State of Arizona and Employer's Liability Insurance.
- (c) Errors and Omissions Liability Insurance appropriate to the Licensors' profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

16.3. Endorsements. The insurance policies shall be endorsed as follows:

- (a) For the commercial general liability insurance, the Licensee (including its elected officials, employees, and agents) shall be named as additional insured.
- (b) Licensors' insurance is primary to any other insurance available to the Licensee with respect to any claim arising out of this License. Any insurance maintained by the Licensee shall be excess of the Licensors' insurance and shall not contribute with it.

16.4. Qualifications of Insurers. All insurance companies providing coverage to Licensor shall be insurance organizations authorized by the Insurance Commissioner of the State of Arizona to transact the business of insurance in the State of Arizona, and shall have an A.M Best's rating of not less than "A:VII."

17. REPORTING DAMAGES

If any damage (including death, personal injury or property damage) occurs in connection with the performance of this License, Licensor shall immediately notify the Licensee Risk Manager's office and Licensor shall promptly submit to the Licensee's Risk Manager and the Licensee's Authorized Representative, a written report (in a form acceptable to the Licensee) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Licensor's insurance company, and (d) a detailed description of the damage and whether any Licensee property was involved.

18. GENERAL PROVISIONS

- (a) **Complete License.** This License together with Exhibit E, which is incorporated herein by reference, is the sole and entire License between the parties. This License supersedes all prior understandings, agreements and documentation relating to such subject matter, except for the concurrently executed Software Subscription, Support and Maintenance Agreement. In the event of a conflict between this License and the Software Subscription, Support and Maintenance Agreement, the License will control.
- (b) **Modifications to License.** Modifications and amendments to this License, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.
- (c) **Applicable Law.** This License will be governed by the laws of the State of Arizona. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in Maricopa County.
- (d) **Notices.** All notices and other communications given in connection with this License shall be in writing and shall be deemed given as follows:
- When delivered personally to the recipient's address as appearing in the introductory paragraph to this License;
 - Five days after being deposited in the United States mails, postage prepaid to the recipient's address as appearing in the introductory paragraph to this License; or
 - When sent by fax or telex to the last fax, telex number or E-Mail address of the recipient known to the party giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail or the recipient delivers a written confirmation of receipt.

Any party may change its address appearing in the introductory paragraph to this License by giving notice of the change in accordance with this paragraph.

- (e) **No Agency.** Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.
- (f) **Assignment.** The rights conferred by this License shall not be assignable by the Licensee

without Licensor's prior written consent. Licensor may impose a reasonable license fee on any such assignment

- (g) **Modifications.** This License may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- (h) **Waivers.** Waiver of a breach or default under this License shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this License.
- (i) **Headings.** The heading titles for each paragraph of this License are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the License.
- (j) **Severability.** If any term of this License (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the License shall be construed as not containing that term, and the remainder of this License shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

19. SIGNATURES

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

This License may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument. Any such counterpart may comprise one or more duplicates or duplicate signature pages, any of which may be executed by less than all of the parties provided that each party executes at least one such duplicate or duplicate signature page. The parties stipulate that a photocopy of an executed original will be admissible in evidence for all purposes in any proceeding as between the parties

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

Licensor:



(Signature)

James Lee
Chief Operating Officer
Coplogic, Inc.

05 / 09 / 2014

(Date)

Licensee:



(Signature)

Brenda S. Fischer

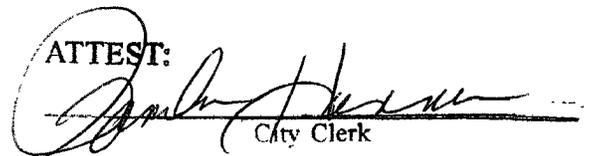
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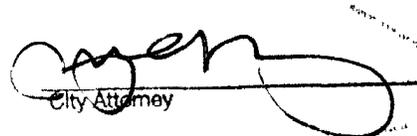
The following are attached and incorporated as a part of this agreement:

- Exhibit A: PRODUCT OVERVIEW AND DESCRIPTION
- Exhibit A-1: OPERATIONAL REQUIREMENTS LIST
- Exhibit B: PRODUCT SUPPORT AND MAINTENANCE SERVICES
- Exhibit C: DORS TECHNICAL DETAILS AND SECURITY MEASURES
- Exhibit D: KEY PERSONNEL
- Exhibit E: COPLOGIC W9
- Exhibit F: CERTIFICATE OF LIABILITY INSURANCE

ATTEST:


City Clerk

Approved as to form



City Attorney

Exhibit A: PRODUCT OVERVIEW AND DESCRIPTION

Product Overview

Coplogic's DeskOfficer Online Reporting System (DORS) is a program that allows citizens to file police reports and report other incidents, over the Internet, with their police agency. DORS comes with the ability for the citizen to file a report in four languages (English, Spanish, French, and Chinese) and the ability to add an additional two languages of the agency's choice. Over 350 agencies use DORS across North America.

Unlike other online "reporting systems" that are facades that simply provide an email to agency personnel, our software is designed to allow agency personnel to review reports and communicate directly with the citizens who filed those reports through the system. DORS not only facilitates citizen filing but also includes a secure filing side which allows agencies to create private filing areas for specific agency designated persons to file specific agency designated types of reports. The Stockton California Police Department is currently using the secure filing side to facilitate shoplifter processing, saving their agency even more staff time while providing an appreciated service to security officers. Captain Ries (Ret.) of the Stockton Police Department has stated that he was saving about one to two full officer shifts per week even with their limited deployment of the secure filing side of the program and they currently have plans on expanding the program to more stores in the very near future.

DORS also facilitates supplemental reporting. These supplemental reports are not only for reports initiated online, but can also be used as supplements to officer initiated reports. For instance, an officer responds to a commercial burglary and does the initial investigation and provides the victim with a 3 x 5 card explaining how to log onto your agency's website and submit their property loss list once they have had time to compile it. This has been a much appreciated feature by police officers who have experience taking burglary reports; as they can spend hours entering a citizen's property loss list. These types of law enforcement oriented labor saving features are found throughout our program. Coplogic's commitment to its customers is enhanced by a high level of customer service and communication, which facilitates customer driven innovations that are implemented into the program's upgrades, which are provided at no additional cost to every agency using DORS. Coplogic's staff includes employees who have a background in law enforcement, providing a profound understanding of essential, unique, and desirable features that are required of a service an agency provides its citizens.

The administrative side of the program allows agencies to add, remove and customize their interaction with the public in a few clicks. The expandability of the program makes it able to facilitate other services, such as crime tips, traffic complaints, barking dog complaints, streetlight outages etc. DORS' features can only be limited by the imagination of the agency. By creating an online tip submission for incidents such as missing persons, the program can page the detectives who are assigned to the case informing them there is a new tip and after agency review is brought into the RMS as a supplement to the original missing person's case if the agency chooses.

Once the citizen submits a report, it is queued up in a review area for agency personnel to review, modify or request additional information and upon approval automatically transfers the report into your RMS. The program allows agency reviewers to ask for additional information

from the citizen prior to approving the report and if the agency has to reject a citizen report, then a complete trail is created to ensure accountability. Coplogic is proud to have become a clearing house of information for use of online citizen reporting amongst police agencies.

Product Description

DORS is composed of four modules: The Citizen Filing Module, The Secure Filing Module, The Review Module, and the Administrative Module. A description of the key features of each module can be found below:

Citizen Filing Module

- Accessible online, 24 hours a day, 7 days a week through a link provided on the agency's website
- Multilingual support allows the system to be used in English, Spanish, French, and Chinese with the ability to provide any additional two languages of the agency's choosing
- Easy to use, step-by-step filing process allows citizens to file without any hassles
- All stock language written at the 6th grade reading level
- All wording is completely dynamic and can be modified by the agency on the fly
- Each incident is tailored only to collect information pertinent to the specific report being filed to avoid confusion for the citizen
- Citizens have the ability to file original or supplemental reports to both online and officer initiated reports
- Citizens may file reports as individual victims, business victims, or any other classification the agency chooses
- Citizens are prompted to fill in all required information prior to moving forward with their report. An error message will alert the citizen of the missing information, provide the specific field requiring the information, place red asterisks next to the required field and the system will even put the cursor into the field missing the required information
- The incident address can be verified through the use of a Geo-file which will alert the report's reviewer whether the incident occurred outside of the agency's jurisdiction or even if the address includes a typographical error.
- Some text fields have a character counting service that allows the citizen to monitor how many characters they have left before reaching the maximum allowance
- Citizens have the ability to spell-check certain text fields prior to submitting the report
- Prior to submitting a report, citizens may conveniently review and modify the report by selecting the mask or section that they wish to modify, rather than have to hit the "Back" button on their browser and search for the field to modify
- Once the report has been submitted, the citizen will see an incident specific message alerting them of what they can expect now that they have filed the incident

- The citizen has the option to print a temporary summary of the report they have filed and will receive a temporary report number that can be used as a reference number should any issues come up regarding the report
- Citizens will receive an email notification of the report's submission, if a follow-up is requested, if the report is rejected, or if the report is approved
- When reports are approved, the citizen will receive a formatted and professional PDF copy of the crime report with the case number via email. All of the sensitive information will be asterisked out of the email to protect the citizen in the event they provided an incorrect email address

Secure Filing Module

- Accessible online 24 hours a day, 7 days a week
- Allows agencies to create special incident reports accessible only by designated personnel through the use of usernames and passwords
- Agencies can create numerous special reports such as shoplifting reports filed by security officers at retail outlets, habitual runaway reports filed by counselors at group homes, sales transaction reports by second hand stores, and many other special applications
- The filing process is the same as the filing process for citizen users so that secure filers can experience the same convenience and ease of use as citizen filers
- Secure filing accounts are managed in the administrative panel
- Secure filing incidents are created within minutes using the administrative panel

Review Module

- Reviewers log in to the Review Module through the use of an administrator issued username and password
- Reviewers can access reports through an intuitive interface similar to that of an email inbox
 - From the review inbox, reviewers have the ability to search for reports using a combination of several search criteria, review reports, print approved reports as a PDF, manually export reports to an RMS (if specific reviewer is granted export permissions by administrator), and delete reports from the system (if specific reviewer is granted delete permissions by administrator)
- Reviewers can quickly review reports submitted by citizens
 - Reviewers are provided with an organized and easy to read report
 - Reviewers can quickly make modifications, which are tracked for complete accountability, to the report
 - Reviewers have the option to follow- up electronically with citizens who have filed reports

- Reviewers have the option to reject reports, which will notify citizens the reason why the report was rejected
- Reviewers can also approve reports. Approving reports sends the citizen an email with his/her police report as a PDF attachment. Approving the report also allows the report to be exported by the system into the agency's RMS
- Reviewers have access to a report log where they can monitor all usage activities within DORS
 - Reviewers may refine the reports displayed by the report log by sorting the list using various criteria
 - Once search criteria has been selected and the desired reports are displayed, reviewers can export the results as a spreadsheet providing a quick handout that can be used for meetings, statistical analysis, or management
- The Edit Trail, which is read only, displays the modifications that have been made to reports
- Reviewers may change their personal password and make other minor changes to their account. However, most major changes, such as permissions, are controlled by the administrator
- Reviewers may also access a user manual specifically tailored to provide the information specifically needed by the reviewers. The manual also includes screenshots to add to its usability and is available as a downloadable PDF. Reviewers are also provided a quick link to email Coplogic's Support Unit who will quickly address any questions by reviewers

Administrative Module

- The Administrative Module provides an intuitive interface that allows agencies to control all of the options and features provided by DORS. Upon the completion of any modifications, the changes are immediately reflected in the application's appearance and functions
- The Administrative Module was designed to be used by anyone who is familiar with email applications or simple internet use with any web browser. The user friendly Administrative Module eliminates the needs to dedicate valuable IT personnel to DORS administration
- Overall agency preferences can be set by the administrator and are entirely controlled by check boxes and text fields. This includes the ability to enable or disable the ability for citizens to file supplemental type reports.
- The Administrator can set notifications that are sent when an incident has been submitted, when a report has been approved, when a follow-up has been requested, or when a report is rejected. These notifications can also be set to be incident specific so that a traffic sergeant receives notifications related to traffic issues.
- The Administrator is able to create, update, and delete the various types of user accounts.
- Administrators are able to create a user friendly and culturally sensitive public interface while collecting accurate and properly coded data that can be exported to the RMS.
- The Administrator has the unlimited ability to create, modify, and delete incident types at

will

- By creating an incident type, the administrator can tailor the filing process to ensure a report with all of the required information and eliminate the display of irrelevant masks and fields
 - Administrators can set the incident to be reportable to state and federal reporting services, enable the export to the RMS, specify whether the incident will involve a victim, specify if the report will be available to the public via the initial “Pick List”, specify whether the incident will bypass the review process, create pre-filled incident description templates for citizens to use, disable supplemental reporting if turned on in the general preferences, assign the report number manually if the report numbers for other incidents are being issued automatically, and create various masks such as a person’s mask, vehicle mask, gun mask, and property mask with involvement type distinctions
 - Administrators are able to edit all wording for the incidents and have the changes reflected immediately online
 - Administrators can tailor the information they collect for each incident with incident specific modifications that can be made for required fields, optional fields, fields that are not used, and even incident specific modifications to available options for drop down menus
- Administrators also have access to the Report Log in order to monitor all DORS activities
- Administrators also have access to an online user manual found in the Administrative Module, which provides all of the information necessary to administer DORS. The user manual is complete with screenshots and can be downloaded as a PDF.
- Administrators are also provided with a direct link that emails Coplogic Support should any questions arise while using DORS

Initial HTML Lead-in Web Page Service

Coplogic will provide the initial lead-in web pages designed specifically for the agency. The initial HTML files will be supplied in English, Spanish, French, and Chinese with all appropriate hyperlinks preconfigured. These web HTML files are easily modified and are initially created with the agency’s current website’s look and feel.

Exhibit A-1: OPERATIONAL REQUIREMENTS LIST

GLENDALE POLICE DEPARTMENT

**EXHIBIT A-1 of DeskOfficer Online Reporting System (DORS) Setup and License Agreement
DORS Operational Requirements for Glendale, AZ Police Department**

Response

Available - Requirement is currently available

Available in Upgrade - Requirement is available in a planned upgrade at no cost (within next 12 months)

Not Available - Requirement is not available

Alternative Available - Vendor recommends meeting the requirement through an alternative method

Brief comments and cost (if any) must be included in comments box to the right

Requirements that return with no response indicated will be evaluated as "Requirement is not available "

General RMS Requirements					
1	The proposed system is not a prototype OR a beta application	Y			
2	The proposed system is currently implemented in a production environment with other law enforcement agencies	Y			
3	The proposed system is currently implemented in a production environment AND in a minimum of 3 law enforcement agencies of similar size of Glendale	Y			
4	System supports Firefox, Safari and Internet Explorer Version 6 or higher	Y			
5	System is able to conduct basic functional operations over a dial up Internet connection or higher	Y			
6	System complies with the National Incident-Based Report Requirements (NIBRS) for capturing incident data	Y			
7	System complies with the Uniform Code Reporting (UCR)	Y			
8	Able to determine the standard Incident Based Reporting crime classification from violation or incident type	Y			
9	Submitted Incident Reports are the property of the Department	Y			
10	Submitted Supplement Reports are the property of the Department	Y			
11	Submitted Supplemental Reports are retained by the vendor as defined by the Department	Y			
12	Able to submit an anonymous tip or suspicious activity regarding criminal activity via the Internet	Y			
13	Able to submit an anonymous tip or suspicious activity regarding criminal activity in multiple languages	Y			
14	Able to convert incident reports or anonymous tips from foreign language to english	Y			
15	Able to submit a Incident Report via Internet	Y			
16	System supports unlimited Incident Types	Y			
17	Able to submit an Incident Report in multiple languages	Y			
18	Able to submit a Supplemental Report in Multiple languages	Y			

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19	If response to #13, 14,16,17 is 'Y' or 'Y', list languages in the Comments Column	Y				Agency may choose up to 5 languages other than English to collect reports in. Some examples of languages used by agencies using DORS include Spanish, Chinese, Vietnamese, French, Russian, Italian and Farsi
20	Able to submit a Supplemental Report to a previously submitted approved Incident Report	Y				
21	Able to submit a Supplemental Report to an officer submitted Incident Report	Y				
22	Able to upload file attachments to the Incident Report (list all file types supported)	Y				Agency will be able to determine any allowable file types. This provides a preliminary defense against unwanted file types such as .exe files
23	Able to attach multiple files to the Incident Report	Y				
24	Able to upload file attachments to the Supplemental Report (list all file types supported)	Y				Same as above.
25	Able to attach multiple file to the Supplemental Report	Y				The system currently allows for up to 3 files of 6MB a piece or a total of 15MB all together. This limit has been set to reduce the possibility of a user timing out during an upload and to reduce the threat of a malicious attack on the system.
26	Able to make an attachment required depending on Incident type (i.e. Identity Theft requires and completed ID Theft Packet)	Y				
27	Able to define attachment size limit	Y				Same as above
28	Able to define quantity of attachments allowed by type (e.g. 1 photo and 4 Word documents)	Y				
29	Able to limit the amount of the claim (i.e., if above \$10,000 trigger a message instructing to call incident in to 911 or non-emergency number	Y				
30	Able to calculate the Division Jurisdiction based on incident address	Y				
31	Able to calculate Law Enforcement Jurisdiction (i.e. Glendale and surrounding cities) based on incident address			Y		
32	Able to validate the address was entered correctly	Y				
33	Able to validate addresses using agency GeoFiles	Y				
34	Able to post disclaimers and digital signatures for Incident and Supplemental reports	Y				
35	Able to link to documents associated with certain Incident types	Y				

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36	Able to ask a series of questions to prequalify the Incident Report. If specific answers provided, will either allow entry into the requisite form or will bring up a message instructing citizen to call 911 or non-emergency number	Y			
37	Able to ask a series of questions to determine a specific incident type and utilize a specific online form to complete (i.e. Identity Theft Packet, Fraud Packet, Embezzlement Packet.)	Y			
38	Able to generate a temporary report number for reporting citizen	Y			The temporary report numbers will be provided for each submission, regardless of incident type. These numbers will be provided sequentially per year in the following format: 1YYNNNNNN. where 1 denotes "Temporary", YY is a two digit year, and N is a digit. These temporary numbers are stored for the life of the system and can be used to identify each unique submission, regardless of end status (approved, rejected, issued a follow-up, etc). The official case number will use the format
39	Able to generate the Incident Report in a PDF format	Y			
40	Able to flag citizens who submit excessive amounts of incident reports	Y			
41	Able to prevent "flagged" users from submitting Incident Reports	Y			
42	Able to capture the IP address of Incident Report submitter	Y			
43	Able to capture incident data in a specific format type and length, such as, but not limited to: Violation, Date & Time Occurred, Location of Occurrence, Location surroundings, Method of Entry, Incident Description	Y			
44	Able to capture person data in a specific format type, such as, but not limited to: Last,first and middle name; DOB and age; Sex and race; Identification numbers such as driver's license or social security number; home address and phone number; email address; employer, work address and phone number; person involvement, such as reporting person, victim, witness, property owner	Y			
45	Able to capture business data in a specific format type, such as, but limited to: organization name; work address and phone number; contact person, phone number and email address	Y			

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46	Able to capture suspect data in a specific format type, such as, but limited to: Last, First and middle name;DOB and age; Sex and race; Height (to/from); Weight (to/from); hair color; eye color; home address and phone number; employer, work address and phone number	Y				
47	Able to capture property loss data in a specific format type such as but not limited to: Property type; Property description; Brand and Serial; Quantity; Value of Property	Y				
48	Able to capture vehicle data in a specific format type, such as, but not limited to: Vehicle License plate number, State registered and Expiration date; Vehicle Identification Number; Vehicle make, model and year	Y				
49	Able to immediately send an automated email message to the citizen with a temporary report number after the report is submitted	Y				
50	Able to create a standard rejection reason to insert into a citizens email response	Y				
51	Able to determine a default rejection for the citizen email response	Y				
52	Able to send an automated email message to the citizen with rejection reason after the Incident Report is rejected	Y				
53	Able to send an automated email message to the citizen with approval reason after the Incident Report is approved	Y				
54	Able to send an automated email message to citizen with a GPD Report saved in PDF format after the Incident Report is approved	Y				
55	Able to send an automated email message to citizen with the GPD/RMS Report Number after the Incident Report is approved (After integration with new RMS system Intergraph)	Y				
ADMINISTRATION REQUIREMENTS						
56	Able to create security groups to restrict and assign user rights	Y				
57	Able to create users for outside entities to create Incident Reports	Y				
58	Able to identify the beginning sequence of the GPD/RMS Report Number (i.e , 12-000000) after incident Report is approved	Y				
59	Able to identify the day and time when the GPD/RMS Report number resets	Y				
60	Able to route the Incident Report based on the userid that submitted the report	Y				
61	Able to route the Incident Report based on Crime Type	Y				
62	Able to route the Incident Report based on geographic location (e.g. North side, South side, Arena)	Y				
63	Able to specify mandatory fields required to submit an Incident Report	Y				
64	Able to route the Supplemental Report based on the userid that submitted the report	Y				
65	Able to specify mandatory fields required to submit a Supplemental Report	Y				
66	Able to "approve" or "reject" an Incident Report	Y				
67	Able to modify an Incident Report	Y				

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68	Able to "approve" or "reject" a Supplemental Report	Y			
69	Able to modify a Supplemental Report	Y			
70	Able to approve an Anonymous tip or suspicious activity	Y			
71	Able to automatically approve tips or suspicious activity	Y			
72	Able to approve or reject an anonymous tip or suspicious activity	Y			
73	Able to modify an anonymous tip or suspicious activity report	Y			
74	Able to prioritize by Incident Type the Incident Report Review	Y			
75	Able to track the modifications made to the submitted Supplemental Report	Y			
76	Ability for the Administrator to generate a copy of the Incident, Supplemental, or Anonymous tip or Suspicious Activity Reports in PDF format anytime during the process (i.e., before approval, after approval, and after export)	N			Reports can only be printed as a PDF after the reports have been approved. If a reviewer wants to view the information prior to report approval, they can do so and then cancel out of the report.
77	Able to create a new Incident Types other than the following basic types: Shoplift; Forgery; Embezzlement; Burglary; Theft; Identity Theft; Criminal Damage; Vehicle Burglary; Harrassing/Threatening Phone Calls; Lost Property; Fraudulent use/Theft of Credit/Debit Card; Theft from Vehicle; Burglary from Residence; Suspicious Activity	Y			
78	Able to modify existing Incident Types other than the following basic types: Shoplift; Forgery; Embezzlement; Burglary; Theft; Identity Theft; Criminal Damage; Vehicle Burglary; Harrassing/Threatening Phone Calls; Lost Property; Fraudulent use/Theft of Credit/Debit Card; Theft from Vehicle; Burglary from Residence; Suspicious Activity	Y			
RMS REQUIREMENTS					
79	Able to generate a fixed length flat file or XML file (specify your answer) with Department defined fields that is compatible with the GPD Records Management System (GLEAN) after implementation of GLEAN	Y			
80	Able to send Incident Report data to GLEAN	Y			
81	Able to send Supplemental data to GLEAN	Y			
82	Able to send Anonymous tip or suspicious activity to GLEAN	Y			
83	Able to place the fixed length flat file or XML file in a predefined share location on the Department Network	Y			
84	Able to convert data from non-english to English prior to transmitting to GLEAN	Y			
85	Able to trigger real time data transactions to GLEAN on Incident Type	Y			
86	Able to send batch data transactions to GLEAN	Y			
87	Able to send data both real time and/or batch based on Incident Type	Y			
88	Able to generate PDF reports	Y			

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89	Able to access the PDF report file via Online System with access restricted based on security settings	Y			
90	Able for Department to specify the naming conventions of the exported files	Y			
91	Able to log and track files exported to GLEAN	Y			
92	Log file is accessible by Department System Administrator(s)	Y			
93	Able to re-export Incident, Supplemental and Anonymous tip or Suspicious activity Report data in the event of a GLEAN import failure	Y			
SUMMARY REPORT REQUIREMENTS					
94	Able to provide a list (i.e., Summary Report) of Approved Incident, Supplemental or Anonymous tip or Suspicious Activity Reports by date range, user, or security group	Y			
95	Able to provide a list (i.e., Summary Report) of Rejected Incident, Supplemental or Anonymous tip or Suspicious Activity Reports by date range, user, or security group	Y			
96	Able to provide a list (i.e. Summary Report) of Pending Incident, Supplemental or Anonymous tip or Suspicious Activity Reports by date range, user or security group	Y			
97	Able to provide a list (i.e., Summary Report) of Submitted Incident, Supplemental or Anonymous tip or Suspicious Activity Reports by date range, user, or security group	Y			
98	Able to provide a list (i.e., Summary Report) of Submitted Incident, Supplemental or Anonymous tip or Suspicious Activity Reports for a specific Incident type by date range, user, or security group	Y			
99	Able to export the Summary Report to Microsoft Excel	Y			
100	Able to export the Summary Report to a PDF file	Y			
SYSTEM HOSTING REQUIREMENTS					
100	Able to fully host the system in a secure environment	Y			
101	Able to provide 24 hour/365 day support	Y			
102	List any downloads needed to make the system operational	Y			Coplogie will provide the ReportBridge for the agency to install on one of its servers. The ReportBridge is a very light application that will reach out via port 443 and retrieve any approved reports that need to be imported into RMS

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						Comments
103	Database is unique per customer	A				If GPD does not want to use our standard hosting procedures, Coplogic would need to install and maintain a separate database instance and DORS application instance for GPD. Coplogic will not charge for the added cost of the installation but maintenance would increase by \$5,000 per year. This includes having separate updates and patches for the separated database instance. The added fee would also cover the cost of patching and upgrading the separate DORS application instance. GPD would be the only agency electing to use a unique database instance.
104	Department is notified within 5 business days of scheduled site maintenance	Y				
105	Department is notified within 30 minutes of unscheduled website maintenance	Y				
106	Department is notified within 30 minutes when the system is unavailable for any reason	Y				
107	Provide number of yearly releases and/or upgrades	Y				Coplogic typically releases minor updates monthly, major releases quarterly, and security patches as needed. For security, Coplogic contracts with Qualys, Inc. to ensure that servers are protected against the latest known security threats.

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108	Provide explanation of vendor's release criteria	Y				Any enhancements to the system require unit testing and system testing. Releases are then published to our staging server and reviewed before being pushed to production
109	Explain how the system is kept up to date with current releases of Internet Explorer, Safari, Firefox, etc.	Y				We have purposely refrained from using Flash, Silverlight, or other proprietary Browser based software to make our site as compatible as possible all browsers. We conform to the html 1.1 specification
110	Data is encrypted when transmitted from vendor hosted location to GPD	Y				
	Licensing					
111	Licensing allows use of unlimited Reviewer Accounts	Y				
112	Licensing allows use of unlimited Administrator Accounts	Y				
113	Licensing allows unlimited number of Citizen reports to be filed	Y				

Exhibit B: PRODUCT SUPPORT AND MAINTENANCE SERVICES

Coplogic will provide its superior support and maintenance for DORS. Coplogic offers a single support and maintenance solution that is all inclusive and eliminates the need for agencies to dedicate IT resources to maintain the application. Included with the Support and Maintenance are the following key features:

Support

- Customer and technical support are provided twenty-four hours a day, seven days a week by telephone or email
- Coplogic will immediately respond to requests for support with either a solution or a timeline for when the issue will be resolved
- When requested, Coplogic will assist with all normal operations of DORS that are available to the Administrator, including the creation of new incident types, modifying existing incident types, etc.

Maintenance

- Continuous maintenance will be provided for DORS to ensure proper functioning and availability for both citizens and agency users
- Coplogic will provide all updates and upgrades as a standard service feature. Testing and implementation will also be handled by Coplogic for updates and upgrades. Upon the launch of updates and upgrades, the agency will be notified of the updates and upgrades, how to turn them on, and possible uses of the updates and upgrades as suggested by the agency that inspired the updates and upgrades.

Exhibit C: DORS TECHNICAL DETAILS AND SECURITY MEASURES

Coplogic will host DORS. Coplogic maintains its primary network in Northern California, which consists of a Web Server Tier, Application Server Tier and a Database Tier with each Tier being fully redundant with a stateful connection. The servers are positioned behind hardware and software firewalls and IDS (Intrusion Detections Systems).

Coplogic maintains a secondary failover network in the event Internet Service is lost to the primary network. Coplogic can bring the secondary network up and operational in less than thirty minutes. Coplogic has maintained a 99.9% uptime since its launch and continues to guarantee that uptime for ensured reliability.

Unlike vendors who use shared commercial servers, which place data at a significantly higher risk of attack and data loss, Coplogic owns and maintains all of its servers. Coplogic also houses its servers in secure facilities to reduce any risks associated with hosting DORS. All communication and data is encrypted at 128-bits to ensure the security and integrity of the data.

All connections from the public are done through an encrypted HTTPS browser call. Coplogic does not allow the public to re-open or save pending reports, which prevents private information from being exposed. If necessary, officers can issue follow-up requests from the system to request additional information. DORS also accepts supplements to reports which allow citizens to enter additional property, vehicle or involved persons.

RMS integration – ReportBridge

The ReportBridge is a light Java application which retrieves approved reports from DORS and exports them into the agency RMS. Coplogic has several different interface API's depending on the requirements of the agency RMS. Examples include an export to a flat file, secure HTTPS transmission through a web service, direct database insertion and custom exports to a homegrown RMS.

The ReportBridge can run on a desktop if desired but needs a persistent 24/7 network connection. The recommended specification for the required computer/server is a Pentium 3 or better, 512 MB system memory and 1 GB disk space.

Security

- The data/report transmission between ReportBridge and reporting server is encrypted.
- Only a specific IP address is allowed to retrieve reports from the reporting server.
- The ReportBridge will pass the agency ID and reference code (internal to DORS) for DORS to verify.
- The ReportBridge will pass username and password for DORS to authenticate.
- The ReportBridge sends out notification to support@coplogic.com in case of any abnormal situations of the application.

Exhibit D: KEY PERSONNEL

Jared Tivnan – Project Manager

The Project Manager will coordinate the implementation process with the agency. Upon completion of the implementation, the project manager will assume the role of account manager for the agency.

- 5 years of experience at Coplogic
- Previous Related Work Experience:
 - Police Officer - Town of Amherst, Massachusetts (7 years)
 - Police Officer - Town of Pelham, Massachusetts (Current)
- Education:
 - B.A. English - Worcester State University, Worcester, Massachusetts
 - M.A Criminal Justice - Anna Maria College, Paxton, Massachusetts
- Similar Projects:
 - Account and Project Manager for the following agencies:
 - Seattle, Washington Police Department
 - Portland, Oregon Police Bureau
 - King County, Washington Sheriff's Office

Kahn Angsupanich – Vice President of Engineering

The Chief Engineer will handle most of the IT related tasks throughout the implementation. The chief engineer is tasked with developing the interface and coordinating the engineering team to handle some of the minor tasks such as loading code tables that have been provided by the agency.

- 3 years of experience at Coplogic
- Previous Related Work Experience:
 - System Engineer – Electronic Data Systems – 3 Years
 - Web Integrator – Barclays Global Investors – 1 Year
 - Senior Application Engineer – Epylon Corporation – 3 Years
 - Software Architect – Common.net – 1 Year
 - Java Architect – Capgemini – 1 Year
 - Professional Services Engineer – Aligo – 2 Years
 - Senior Software Engineer – Barclays Global Investors – 3 Years

- Related Skills/Training/Certificates:
 - J2EE, Spring, Hibernate, Tapestry, WebLogic, MySQL, Apache Camel, Linux, Torque, Apache Axis,
 - Hypersonic SQL, Struts 1.1, JDBC, EJB, WebSphere, DB2, Java Servlets, JSP, Java, JUnit, Java
 - Script, XML, Design Patterns, OOA/OOD, Oracle, TOAD, ATG, Dynamo, CVS, Solaris, Apache, Tomcat

James Lee – Contract/User Agreement Negotiator

The COO is responsible for negotiating any contractual provisions or user agreements.

- 3.5 years of experience at Coplogic
- Previous Related Work Experience:
 - Chief Financial Officer, venture-backed Silicon Valley startup – five years
 - Private equity and investment banking – eight years

Exhibit E: PROJECT TASKS AND RESPONSIBILITIES

ACTION	RESPONSIBLE PARTY	Completion Criteria
Implementation		This task is considered complete after the Licensor has delivered listed materials and services and the software is active and accessible on the Licensee's website.
Create test environment on Coplogic's servers for the agency.	Coplogic	
Provide sample operational directives, deployment strategies, and other related documentation	Coplogic	
Provide agency with Administrator password and credentials for the program.	Coplogic	
Provide website header image and one small image for temporary citizen report and one small image for final printed PDF report, which is automatically emailed to citizen after report approval.	Agency	
Load provided images onto the Coplogic's secure, redundant network and register agency within network	Coplogic	
Provide list of incident types and related offense/NIBRS/UCR codes, along with minimally required fields for the incident types that will be collected online	Agency	
Provide desired code tables for fields such as involvement types, property colors, etc	Agency	
Provide Coplogic with the schema for the desired file format and/or Database schema and account with read /write access and test environment with current configuration	Agency	
Provide Coplogic with VPN access to the exporter and RMS application(s)	Agency	
Provide geo-file	Agency	
Build the desired incidents requested by the agency and load related code tables and geo-file.	Coplogic	
Load provided HTML pages onto agency server which links to Coplogic's servers for the application	Agency	
Testing		This task is considered complete when the system operates in accordance with the testing plan and the Licensor has either remedied items that failed testing or provided a mutually acceptable written explanation of how these will be addressed.
Conduct initial testing of the system and provide Coplogic with feedback	Agency	
Implement requested changes after initial testing of the system	Coplogic	
Conduct second round of testing.	Agency	
Coordinate the building of the interface to RMS with the agency	Coplogic	
Conduct final round of testing	Agency	
Training		This task is considered complete when the Licensor has provided the training and services listed. Additionally, Licensee will have 30 days to conduct training for internal

		end users.
Coordinate with Licensee for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature"	Coplogic	
Confirm that system is working as desired and request to have system placed on production servers.	Agency	
Conduct final modifications.	Coplogic	
Provide sample operational directives, deployment strategies and sample press release	Coplogic	
Place the system onto the production servers and provide Agency with HTML pages that will assist with informing citizens about the system and how to use it	Coplogic	
Phase 1 Go-Live: "Print Only" configuration		This task is considered complete when the Desk Officer Online Reporting System is accessible to Citizens; reports can be filed, routed for approval/rejection, and printed from the system.
Provide remote application support and updates in accordance with the Subscription, Support and Maintenance Agreement	Coplogic	
Phase 2 Go-Live: RMS Interfaced Configuration		This task is considered complete when report data submitted by Citizens is able to be sent from the Desk Officer Online Reporting System to the Intergraph WebRMS system via an interface.
Configure export routine for the RMS Interface	Coplogic	
Test the interface with the RMS application	Agency	
Provide remote application support and updates in accordance with the Subscription, Support and Maintenance Agreement	Coplogic	

Exhibit F: COPLOGIC W9

City of Glendale
Finance Department
5850 W. Glendale Avenue, 3rd Floor
Glendale, AZ 85301
Phone (623) 930-2480 • Fax (623) 930-2422

The Federal Income Tax law requires that you as a Payee (U.S. person) provide a Payer (City of Glendale) with your Federal TIN or be subject to withholding tax at the Federally Mandated Rate to be deducted before we make payment to you. Please complete the following information immediately and return to the address shown above. **PLEASE TYPE OR PRINT CLEARLY.**

SECTION I

Business Name: Coplogic, Inc.

Agent Name/Business Name on Federal Income Tax Return: Coplogic, Inc.

Address: 231 Market Place, Suite 520
San Ramon, CA 94583

Remit Address
(if different): Same as previous

Telephone (800) 734 9293 **Fax Number** (800) 734 9293 **Email** jlee@coplogic.com

TIN (Federal Taxpayer Identification Number). Please list nine digit TIN under which you file your Federal Income Tax return for the type of activity for which we are making payment: 20-1089872

Type of Business Non Profit Sole Proprietorship Partnership Corporation LLC Government Legal/Attny
I certify that the business listed above is: Minority owned Woman Owned N/A

Are you or any of your relatives, including relations by marriage, employed by the City of Glendale? Yes No

If YES, please list name, relationship and city department: Not applicable

Please list your City of Glendale Contact/Department: Arlene Chemello (IT Manager, Projects)

PLEASE BE SURE ALL QUESTIONS ABOVE THIS LINE HAVE BEEN COMPLETED

SECTION II

The City also requires that all suppliers provide the following state and city sales tax information to ensure compliance with state and local tax laws.

Arizona State Sales Tax Number: Not applicable

Is your business physically located in Glendale and NOT a construction contractor? Yes No

Do you perform construction contractor activity in Glendale? Yes No

If you answered yes to any of the above questions, please list your City of Glendale business license number: Not applicable

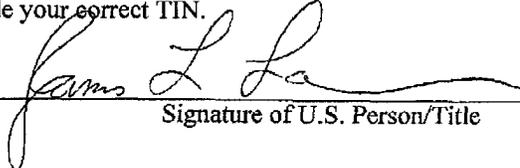
If you do not have a current license, please explain: Company based in CA -- no physical presence in AZ and will not be traveling to AZ.

Certification

Under penalties of perjury, I certify that:

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

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


Signature of U.S. Person/Title

06/27/2013
Date

11/05/10



Exhibit F: CERTIFICATE OF LIABILITY INSURANCE

