



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

December 26, 2013

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: MARIA FRY  
STATE CONTRACT PROCUREMENT OFFICER

SUBJECT: **AWARD NOTICE – Addendum #3 Effective September 26, 2016**  
**CONTRACT NO. GSS13709-CRIME\_MAP**  
**Incident Crime Mapping and Analysis Mobile Dashboard**

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**KEY CONTRACT INFORMATION**

Addendum #1 effective July 1, 2015 addresses the contract extension period outlined in Item 2 and updated vendor information in Item 3.

Addendum #2 effective July 6, 2016 changes the vendor name to TriTech Software Systems.

**Addendum #3 effective September 26, 2016 extends the contract through September 30, 2017.**

**1. MANDATORY USE CONTRACT**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

Under Title 29 §6933, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.

A competitive bidding and selection process was conducted by the Oakland County, Michigan. Oakland County and the Contractor established a contract for the purchase of an Incident Crime Mapping and Analysis Mobile Dashboard on or around July 1, 2012 (hereinafter, “Master Agreement”).

**2. CONTRACT PERIOD**

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Each contractor’s contract shall be valid through June 30, 2015.

This contract has been extended through September 26, 2016.

**Addendum #3 extends the contract through September 30, 2017.**

**3. VENDORS**

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FSF ID: 0000114725  
Oakland County Contract # 004725  
TriTech Software Systems  
9477 Waples Street, Suite 100  
San Diego, CA 92121  
POC: Robin Connolly  
Phone: 858-799-7317  
858-799-7000  
Email: [robin.connolly@tritech.com](mailto:robin.connolly@tritech.com)  
Website: [www.tritech.com](http://www.tritech.com)

**4. SHIPPING TERMS**

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F.O.B. destination; freight pre-paid.

**5. DELIVERY AND PICKUP**

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See attachment A.

**6. PRICING**

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Prices will remain firm for the term of the contract term.

**ADDITIONAL TERMS AND CONDITIONS**

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**7. BILLING**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**8. PAYMENT**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**9. PRODUCT SUBSTITUTION**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

**10. ORDERING PROCEDURE**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## **11. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS13709-CRIME\_MAP on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## **12. REQUIREMENTS**

The State of Delaware's participation with Oakland County, Michigan Contract No. 004355 is limited to the scope of work identified in Attachment A.

## **13. HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

## **14. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

## **15. FORCE MAJEURE**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

## **16. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an

unfavorable rating in the execution of the awarded contract.

- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

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Award Notice – Addendum #3  
CONTRACT NO. GSS13709-CRIME\_MAP  
Incident Crime Mapping and Analysis Mobile Dashboard

**ATTACHMENT A**

## CrimeView Dashboard (Hosted)

June 21, 2013

To: Lieutenant William Crotty  
Organization: Delaware State Police  
Phone: (302) 741-2760

From: Jim Harrity  
Phone: (610) 975-9405  
Email: [jim@theomegagroup.com](mailto:jim@theomegagroup.com)

# CRIMEVIEW<sup>®</sup> | *Enterprise*



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### NON-DISCLOSURE

This estimate has been prepared by the sales division of The Omega Group and is a confidential document that contains ideas, concepts, methods and other proprietary information. Readers are to treat the information contained herein as confidential and may not copy or reproduce any of these materials for distribution outside of their organization without the written permission of The Omega Group. The estimate will remain valid for 3 months from the date on the estimate for Omega Software and Services only.



## Executive Summary

### CrimeView Dashboard for the Delaware State Police

#### *Establishing a Crime Dashboard Capability for Executives & Command Staff*

Enclosed are the estimated costs to deploy an on-site configuration of Omega's CrimeView Dashboard solution for Delaware State Police. The Omega Group will develop a shared Dashboard application for ten (10) agencies within the region; State Police, Dover, Kent County, Seaford, Rehoboth, University of Delaware, Newark, Wilmington, New Castle County and Sussex County. The participating departments will be able to view crime activity within their jurisdiction, neighboring jurisdictions and/or the region. It will be the responsibility of State of Delaware to meet the requirements outlined on page four (4) and to get the necessary cooperation from each of the police departments for the deployment of this project in advance of the kick-off meeting.

#### **Project Requirements:**

To Deploy CrimeView Dashboard to provide decision support, performance management and electronic briefing capabilities

- Deploy and on-premise configuration of Omega's CrimeView Dashboard
- Provide Logins to create and monitor activity via the Executive and Roll Call Briefing Books
  - One (1) Administrator login for purposes of creating new content and managing user logins
  - Unlimited Designer logins for purposes of creating new content
  - Unlimited Standard User logins for purposes of viewing content and creating Queries on Demand
- Configure CrimeView Dashboard to interface with New World CAD and DELJIS RMS Database(s)
- Eleven (11) Datasets include:
  - Incidents (DELJIS)
  - Accidents (DELJIS)
  - Citations (DELJIS)
  - DUI Reports (DELJIS)
  - Sex Offender (DELJIS)
  - Probationer/ Parolee (DELJIS)
  - Warrants (DELJIS)
  - Three (3) County CAD Calls for Service (New World)
  - Del- DOT traffic Cameras (SDE)
- Training for Administrator, Designers , Standard Users
- Three (3) years of data history

**Project Requirements:**

- State of Delaware will set up a shared network connection to each of the participating departments.
- State of Delaware will provide ODBC or OLE DB database access to their CAD/RMS data. This includes:
  - Creating a read-only database user
  - Providing the user name, password, database name, server name, data dictionaries and any necessary ODBC or OLE DB drivers or configurations.
    - The read-only database user will have access to the native tables, and will not call views, stored procedures or functions.
    - The data extraction will use a “pull” rather than a “push” method.
  - Providing lookup tables for coded field values in .XLS, .MDB or .TXT table format if they are not found in the RMS itself.
- All participating departments must agree on common crime types and other pick list values.
- The common RMS system for this project is DELJIS
- Desired GIS layers, such as streets, police beats, parks, schools, etc., will be provided by the State of Delaware as one conflated layer per theme for the entire study area, rather than separate layers for individual jurisdictions.
- Geocoding will be accomplished with the Omega Import Wizard, using standard ESRI address locators, based on GIS reference data (address points, parcels, streets) provided by the State of Delaware
  - If the CAD/RMS data is already geocoded, the X-Y coordinates for each record must be available in the same databases that contain the other extracted fields.
  - Unmapped records will be included in the output geodatabase. However, they would not be included in search results for geographic queries.
  - Unmapped records will not be corrected by the Omega Import Wizard or in the Dashboard application. These must be corrected in the source RMS or reference GIS data.
  - Unmapped records can be sent in report form via email once daily to the RMS administrators or supervisors for correction.
    - The email report typically requires the local SMTP server to allow the import server to act as a relay to send messages outside the local domain.
- Integrated Active Directory authentication will not be available for multi-agency implementations.

**Product Description:**

The CrimeView Dashboard application delivers a data analytics and visualization package that supports intelligence led, data driven policing strategies. Users can view spatial and temporal analysis of crime and incident activity, correlate the activity with persons of interest, and devise and share strategic mission oriented plans with command and patrol. The goal of this delivery is to assist executive management, command staff, and patrol to make better informed and timelier decisions to positively shape operational outcomes on a daily basis.

**CrimeView Dashboard**

CrimeView Dashboard brings together enhanced data services, crime analytics, crime mapping and high visualization dashboard technologies into a single solution. Serving department needs for decision support, performance management and electronic briefings, our dashboard provides agency-customizable, easily accessible and visually relevant displays of the most important information needed to achieve organizational objectives and address specific crime priorities.

**Features**

- Handles a broad array of data sets including: calls for service, crime reports, field interviews, warrants, citations, arrests, tips, SARs, pawn shop data and persons-of-interest such as parolees, probationers, gang members and sex offenders.<sup>1</sup>
- 'Briefing Books' that can be based on role, organizational unit, geography, crime priority or specific intervention.
- Specific 'Briefing Book' templates available for Executive, Roll Call, Directed Patrol, DDACTS, Border Crime Suppression, Special Event Planning, COMPSTAT<sup>2</sup>.
- Includes cluster analysis for crime type, MO, area, etc.; day-of-week and time-of-day analysis; and crime correlation.
- Can use ArcGIS Online, agency-provided, or Bing base maps
- Data views are regularly updated.
- Integrates with CrimeView Desktop, Crimemapping.com and CrimeView NEARme Mobile solution.
- Comprehensive ability to inform and optimize patrol-based strategies
- The agency has complete flexibility to customize the content and layout of the dashboard 'Briefing Books' and pages.
- Customize the templates for your data and specific requirements to hit the ground running quickly.
- Supports suspect identification and other spatial/temporal optimization activities for patrol officers.

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<sup>1</sup> Data sets listed under features section are examples only and do not necessarily reflect what is included in the proposal.

<sup>2</sup> Briefing books listed under features section are examples only and do not necessarily reflect what is included in the proposal.

- Leverage existing GIS investments or low/no-cost base map options.
- Real-time policing becomes a reality with crime analysis and mapping products that are updated in near real-time without human intervention.
- Supports establishment of agency-wide mission critical crime mapping & analysis platform.

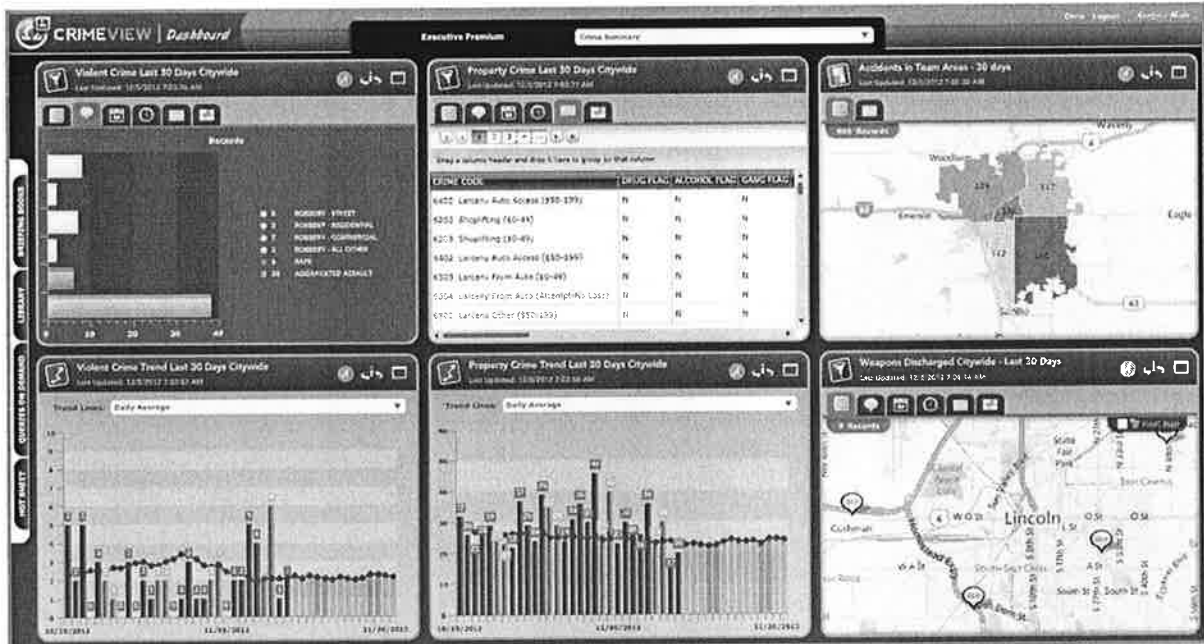


Figure 1: CrimeView Dashboard UI

## Cost Summary

<b>CrimeView Dashboard Hosted Deployment</b>	<b><u>Amount</u></b>
<b>Professional Service Package</b>	<b>\$50,224.00</b>
<ul style="list-style-type: none"> <li>• Data connection configuration for eleven (11) datasets <span style="float: right;">\$43,174.00</span> <ul style="list-style-type: none"> <li>○ Including:           <ul style="list-style-type: none"> <li>▪ Incidents (DELJIS)</li> <li>▪ Accidents (DELJIS)</li> <li>▪ Citations (DELJIS)</li> <li>▪ DUI Reports (DELJIS)</li> <li>▪ Sex Offender (DELJIS)</li> <li>▪ Probationer/ Parolee (DELJIS)</li> <li>▪ Warrants (DELJIS)</li> <li>▪ Calls for Service (3 - New World CAD databases)</li> <li>▪ Del- DOT traffic Cameras (SDE)</li> </ul> </li> </ul> </li> <li>• Application configuration and deployment</li> <li>• Briefing Book configuration</li> <li>• Login configuration</li> <li>• Training <span style="float: right;">\$4,800.00</span> <ul style="list-style-type: none"> <li>○ Web-based training for Administrator and Designers</li> <li>○ On-premise training for Standard Users           <ul style="list-style-type: none"> <li>▪ (Three separate training sessions. One for each County at a central location)</li> </ul> </li> </ul> </li> <li>• Travel <span style="float: right;">\$2,250.00</span></li> </ul>	
<b>Subscription Fee</b>	<b>\$24,345.00</b>
<ul style="list-style-type: none"> <li>• Briefing Books:           <ul style="list-style-type: none"> <li>○ Executive Briefing Books</li> <li>○ Roll Call Briefing Books</li> </ul> </li> <li>• Logins:           <ul style="list-style-type: none"> <li>○ One (1) Administrator User login</li> <li>○ Unlimited Designer User logins</li> <li>○ Unlimited Standard User logins</li> </ul> </li> <li>• Data Connection/Storage for eleven (11) data connections           <ul style="list-style-type: none"> <li>○ Three (3) years of data history</li> </ul> </li> </ul>	

**Grand Total: \$74,569.00**

**Subscription Fees<sup>3</sup>**

**\$24,345.00**

Subscription fees represent the cost of hosting and maintaining the enterprise solution module along with annual web-based training. Subscription services will commence upon completion of Task 4, Application Deployment. First annual subscription payment will be due on the date that the system is live and available for use by the client.

**Payment Schedule**

In consideration of the services to be performed and delivered, Omega shall be entitled to compensation in the total amount of **\$74,569.00**. The payment schedule consists of three (3) payments and is due as follows:

Amount	Milestone
\$20,090.00	Payment due upon completion of Project Kick-Off Meeting (Task 1)
\$30,134.00	Payment due upon completion of CrimeView Dashboard Training (Task 5)
\$24,345.00	Payment due upon completion of CrimeView Dashboard Finishing Application Review (Task 6)

**Login Description**

The CrimeView Dashboard is a subscription based service with three (3) types of user logins with the following permissions:

Feature	Standard	Designer	Administrator
Shared User Name and Login			
View Assigned Briefing Books	x	x	x
View Queries on Demand	x	x	x
View Alerts	x	x	x
Access to Analysis Mode	x	x	x
Create Queries-On-Demand	x	x	x
Create Alerts		x	x
Create Briefing Books, Dashboard Widgets		x	x
Create User Roles and Account Login			x

<sup>3</sup> See Customer Support Program for additional details

## Scope of Work

### 1. Project Planning/Management

- 1.1. Software and database requirements
  - 1.1.1. Review deliverables for client
    - 1.1.1.1. Omega client software: Omega Import Wizard, Omega Extractor
    - 1.1.1.2. Omega server application: CrimeView Dashboard
  - 1.1.2. Review deliverables by Client
    - 1.1.2.1. ESRI ArcGIS 10
- 1.2. System Architecture
  - 1.2.1. Identify hardware components and configuration
    - 1.2.1.1. Import Server
- 1.3. GIS map layers
  - 1.3.1. Identify base map GIS data layers for geographic querying and operational layers
  - 1.3.2. Identify reference data for geocoding
- 1.4. CAD/RMS/other source data
  - 1.4.1. Review import process and automation
  - 1.4.2. Identify fields to be imported
  - 1.4.3. Review database schema and tabular relationships
- 1.5. Dashboard Design
  - 1.5.1. Review design options for baseline deployment
- 1.6. Determine remote connection method
- 1.7. Review roles and responsibilities

### 2. Omega Import Wizard Configuration

- 2.1. Client will install/license ArcGIS on import server or workstation
- 2.2. Client will install/license Import Wizard on import server or workstation
- 2.3. Omega will create import profiles for CAD/RMS data extraction
  - 2.3.1. Omega will create SQL statement
  - 2.3.2. Omega will configure data processing steps
  - 2.3.3. Omega will work with the client to group incident types/call types into one of the available standard Omega crime type categories (where applicable)
  - 2.3.4. Omega will configure geocoding process, review the sample data's geocoding rates and provide recommendations
  - 2.3.5. Omega will configure output dataset

### 3. CrimeView Dashboard Application Configuration

- 3.1. The Dashboard will include a rolling thirty-six (36) months of historical data for each dataset
- 3.2. Omega will configure each dataset to display up to twenty (20) fields
- 3.3. Omega will configure ESRI geocoding services
- 3.4. Omega will configure up to ten (10) geographic query layers
- 3.5. Omega will configure up to five (5) operational layers
- 3.6. Omega will create up to five hundred (500) total saved query pick list items per query layer
- 3.7. Omega will use ESRI map caches for the application's background layers, or possibly integrate with a client's existing map caches (hosted on a server at the client's site), or use Bing Maps if the client procures and provides a license key from Microsoft.
- 3.8. Configure CrimeView Dashboard design
  - 3.8.1. Briefing Books

3.8.1.1. Omega will configure up to fourteen (14) Briefing Books which will include CAD-Calls for Service and RMS-Incident data

3.8.1.1.1. One (1) Regional Briefing Book with up to twenty-five (25) Widgets

3.8.1.1.2. Three (3) County Briefing Books with up to twenty-five (25) Widgets

3.8.1.1.3. Ten (10) Roll Call Briefing Book with up to thirty-five (35) Widgets; the client will be responsible for building identical Roll Call Briefing Books for the other area(s) of accountability following the Administrator/Designer training

#### 3.8.2. Pages

3.8.2.1. Crime trends

3.8.2.2. Recent activity

#### 3.8.3. Widgets

3.8.3.1. Filter/Pin Map/Heat Map

3.8.3.2. Density Map

3.8.3.3. Trend Chart

3.8.4. Hot Sheet; Omega will configure up to five (5) Alerts

3.8.5. The Dashboard content listed above will be configured according to the *Dashboard Briefing Books* document. Client should review those documents and identify any changes during the sales process. An additional cost may be incurred with changes.

### 4. CrimeView Dashboard Deployment

4.1. Omega will deploy the CrimeView Dashboard application

4.2. Omega will import up to three (3) months of historical data for each dataset; the client will be responsible for importing beyond three (3) months

4.3. Omega will configure the Omega Extractor and configure the profile import automation with the client's assistance

4.4. Dashboard Widgets will refresh at least one (1) time per day and up to four (4) times per day if the resources and configuration will allow for that

### 5. CrimeView Dashboard Application Training

5.1. Omega will provide up to six (6) hours of web-based Administrator/Designer training for up to six (6) trainees

5.1.1. The CrimeView Dashboard Admin Designer Tutorial PDF document will be e-mailed to the Administrator/Designer trainees following training

5.2. Omega will provide up to two (2) sessions of up to (4) hours of training on functionality features for up to ten (10) trainees per session (on-premise training) for each of the three (3) counties.

5.2.1. The CrimeView Dashboard End User Tutorial PDF document will be e-mailed to the End User trainees following training

### 6. Final Application Review

6.1. Following End User training, there will be a fourteen (14) day review period. The review period serves as quality assurance/control to ensure the project has been completed and the deliverables conform to the scope. Areas to review:

6.1.1. Saved queries are working properly and the correct pick list values are included



- 6.1.2. Data shown in the report grid and identify box matches source data
- 6.1.3. Geographic query layers and selection fields are correct
- 6.1.4. Operational layers are working properly and are labeled with the correct field
- 6.1.5. Geocode process is configured properly
- 6.1.6. Dashboard queries return anticipated results (records)
- 6.1.7. Dashboard is functioning properly
- 6.2. The application content is configurable around your data; the application interface is not customizable
- 6.3. Omega will send the client a project completion sign-off form; the client will sign/date the form and e-mail/fax back to Omega and the project will be marked as complete.

## Project Requirements

### Software Specifications

For CrimeView Dashboard the following software will be required for the deployment:

Omega Software	Esri Software	Other
Omega Import Wizard	ArcGIS (ArcView), v10	
Omega Extractor		

### Incident Data Specifications

CrimeView Dashboard automates the import of source data via an application called the Import Wizard. Each CrimeView Dashboard dataset (layer) is imported daily via Import Wizard profiles (licensed individually). The profile license contains configuration information for extracting data from a source database (via a SQL statement), geocoding, data processing, & subsequently outputs/appends the result into a GIS feature class format. It is important to consider that source data originating from a relational database will be transposed into a de-normalized (flat file) format. As a result, there will be one "dot" on the map per record in the CrimeView Dashboard dataset. The maximum number of records returned in a Dashboard widget or query is 5,000 records. The application will be configured to support the following eleven (11) datasets

Dataset	Data Source	Dataset	Data Source
Incidents	DELJIS RMS	Calls for Service	(3) New World CAD
Accidents	DELJIS RMS	Citations	DELJIS RMS
Sex Offender	DELJIS RMS	Probationer / Parolee	DELJIS RMS
Warrants	DELJIS RMS	DUI Reports	DELJIS RMS
Del- DOT traffic Cameras	SDE		

Please see the Data Schema Addendum for descriptions of proposed datasets.

### GIS Data Specifications

#### Boundary and Landmark Features

The client shall provide files of relevant boundaries and landmarks within the area of interest. Typical features include:

- Boundaries and jurisdictions such as beats and reporting districts
- Landmark information such as schools, parks, and other locations of interest

#### Geocoding Reference Data

The client is responsible for providing accurate reference data that will be used to generate a geocoding service. Reference data may include the following geography: street centerline file, address points or a parcel layer.

### Background Layers

The CrimeView Dashboard supports the use of one or more background layers (or map caches). These background layers are used to display a base map as a backdrop to the geoprocessing results.

ESRI's ArcGIS Online maps are the default map caches for the application's background layers. The following alternatives for map caches are available:

- 1) ESRI ArcGIS Online maps<sup>4</sup>
  - a. Both "Streets" and "Air Photos" are included
- 2) Client map caches

The following criteria must be met if the client wishes to use their own maps caches:

  - a. Caches must be built using the Web Mercator Auxiliary Sphere (102100 or 3857) projection
  - b. If multiple caches will be used in the Dashboard, the zoom levels must match between caches
  - c. The caches must be accessible by URL to all intended end-users
  - d. The client is responsible for maintaining the map cache(s) and assuring its' availability and accessibility.
- 3) Bing Maps
  - a. Bing Maps are licensed through Microsoft with a Bing Maps Enterprise license key.
  - b. Clients wishing to use Bing Maps in their application must procure a license key from Microsoft and provide it to Omega for use in the project.

### Application Specifications

#### Interactive Functionality

Reporting capabilities include dynamic mapping, sorting, grouping, and charting.

#### Symbology

All applications include standard Omega symbology for each data source.

#### Operational Layers

An operational layer represents a set of geographic features, typically boundaries or landmarks that can be displayed on top of the base geography.

#### Saved Queries

Saved queries are a set of pre-defined data queries organized in folders. Data queries are based on data available from the RMS or CAD system and vary in design from one application to another.

#### Geographic Queries

Geographic queries filter your data query by location, a known boundary, point of interest, address or intersection. This will limit your search results to those records occurring within the selected boundary, or within the specified radius of the point of interest, address or intersection.

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<sup>4</sup> At its sole discretion, The Omega Group may replace one third party map cache source for another third party map cache

### Windows Specifications

A local administrator account is required for Omega use on all servers involved in the project. This account must be the same across all servers and must use the same, non-expiring password.

### Remote Access Requirement

Establishing remote connection to the server(s)

- Data collection, installation and technical support will be performed through remote connection
- Omega recommends Citrix's GoToMyPC, GoToAssist, or a VPN for remote connections
  - Client must provide the necessary remote access details

If the client is unable to provide high speed remote access, a fee will be incurred based on the additional time required for data collection and application development

## Hardware Requirements

### Import Server

- Intel® Xeon® 5400-series (or later) Quad-core processor (2.0 GHz or faster)
- 8 GB RAM
- RAID 1 disk configuration using two (2) 146GB 15K RPM SAS disk drives
- 1000Mb Network Card
- Windows Server 2008 or 2008 R2 Standard (upon compatibility with ESRI's ArcGIS software)

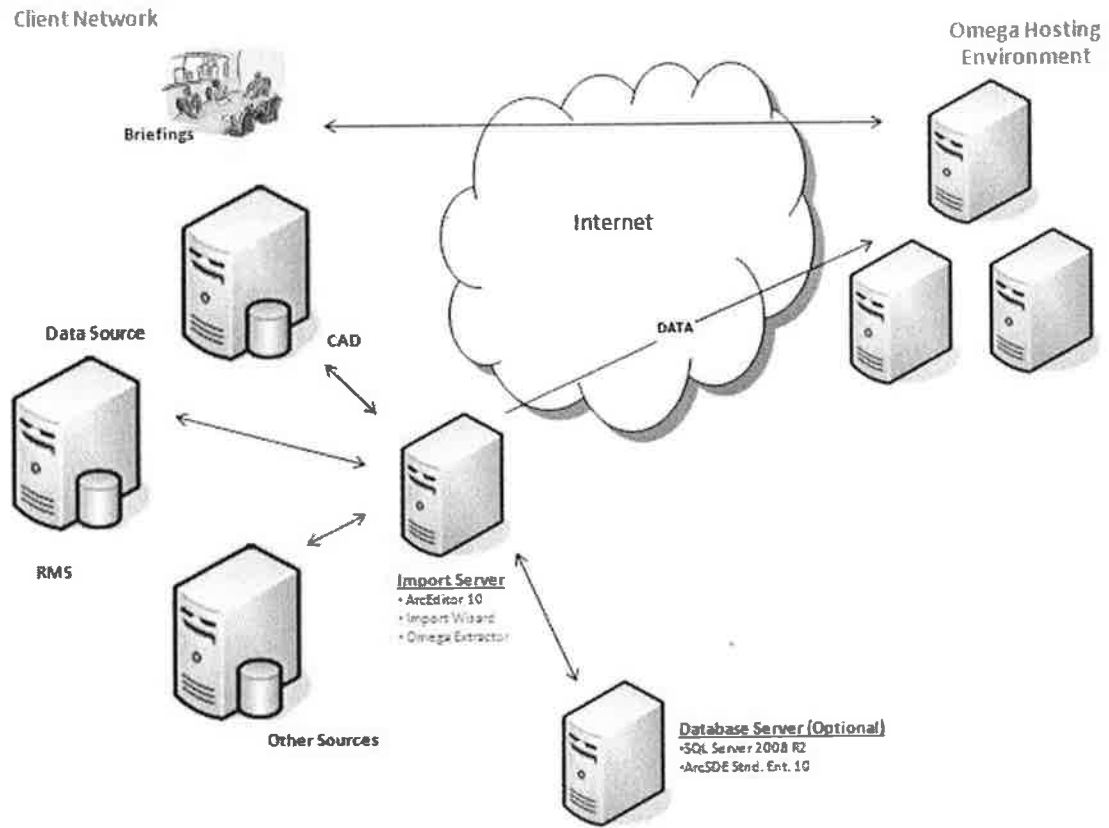
### End-User Workstations

Minimum user machine specifications for workstations accessing CrimeView Dashboard:

- Windows
  - Intel Core Duo or Intel i-Series processor (1.8 GHz or faster)
  - 2 GB RAM
  - Minimum monitor resolution of 1,280 x 1,024 px
  - 100/1000Mb Network card
  - Supported Operating Systems/Browsers:
    - Windows XP SP3 (IE 8, IE 7, FireFox 3.6+, Chrome 12+)
    - Windows Vista (IE 9, IE 8, IE 7, FireFox 3.6+, Chrome 12+)
    - Windows 7 (IE 9, IE 8, FireFox 3.6+, Chrome 12+)
    - Windows 8 (IE 10, FireFox 3.6+, Chrome 12+)
  - Microsoft Silverlight 5
  - Adobe Flash Player 10
  - High-speed Internet connection
- Macintosh (Intel-based)
  - Intel Core Duo or Intel i-Series processor (1.83 GHz or faster)
  - 2 GB RAM
  - Minimum monitor resolution of 1,280 x 1,024 px
  - 100/1000Mb Network card
  - Supported Operating Systems/Browsers:
    - Mac OS X 10.5.7+ (Safari 4+, FireFox 3.6+)
  - Microsoft Silverlight 5
  - Adobe Flash Player 10
  - High-speed Internet connection

### Configuration Diagram

The diagram below depicts the data flow from the Law Enforcement Databases to the CrimeView Dashboard application.



## Training

An Omega instructor-led course provides students with the knowledge and skills that are needed to operate manage and support the Omega modules. Each course offers a significant amount of hands-on practices, discussions, and assessments that assist students in becoming proficient in the skills that are needed to manage and execute the functions of each Omega module successfully.

### CrimeView Dashboard Training

We believe there's more to training than following a scripted slide show. Our CrimeView Dashboard training session is highly personalized and interactive covering capabilities under each of the three (3) types of user groups including *system administrators*, *designers*, and *standard users* as well as a complete review of all features and functionalities of the CrimeView Dashboard. This comprehensive training package is broken down into the following components:

#### Administrator Training

The Administrator training introduces the Dashboard and provides guidance on how to manage the Dashboard's users, roles and content. The Administrator training package includes:

- Reviewing the data collection process
- Adding and deleting users
- Setting Up and configuring security and permissions
- Creating CrimeView Dashboard widgets, pages, and Briefing Books
- Navigating/using the CrimeView Dashboard

#### Designer Training

The Designer training introduces the Dashboard and provides guidance on how to manage the Dashboard's content. The Designer training package includes:

- Creating CrimeView Dashboard widgets, pages, and Briefing Books
- Navigating/using the CrimeView Dashboard

#### End User Training

The End User training package trains the end user trainer (train-the-trainer) on the CrimeView Dashboard web-based user interface. The topics covered range from simple user interaction to more advanced ad hoc reporting and interactive data analysis, etc. The End User training package includes:

- Navigating/using the CrimeView Dashboard
- Performing on-the-fly query creation and report generation (data analysis)
- Using Queries on Demand and Alerts

## Roles and Responsibilities

### Client Roles and Responsibilities

Critical to the success of every implementation is having the appropriate client staff prepared to be active participants and to understand what is expected from them for the duration of the implementation.

### Client Project Manager

The client project manager is responsible for the timely coordination of assigned project tasks.

### Database Administrator

The client database administrator is responsible for providing information about the CAD/RMS database and assisting with the collection of source data, including provision of an ODBC database connection when necessary.

### IT Specialist

The client IT specialist is responsible for installing/licensing the ArcView and Omega Desktop software, providing a method of remote access, and creating a sub-domain host header.

### GIS Analyst

The client GIS analyst is responsible for providing and maintaining base map data in an ESRI compatible format.

### Crime Analyst

The crime analyst should have experience working with CAD/RMS data. The crime analyst should provide input during the project's development.

### Dashboard Administrator

The Dashboard Administrator is responsible for adding/maintaining user accounts. The Dashboard Administrator can also be the Dashboard Designer.

### Dashboard Designer

The Dashboard Designer is responsible for creating/maintaining Dashboard content (Widgets, Pages, Alerts, Queries on Demand, etc.).

### Omega Roles and Responsibilities

#### Omega Project Manager/Lead

The Omega project manager/lead is responsible for the coordination, development and implementation of a project. A project manager/lead has both the technical proficiency and management skills to carry out all project tasks from inception to completion. Project managers will prioritize project tasks in accordance with project schedules and delegate work to project staff as necessary. Responsibilities include:

- Leading internal and/or external meetings on project kickoff, implementation, scheduling, project status and project evaluation
- Planning, executing, tracking and measuring all project activities required for the successful delivery of Omega application(s)
- Identifying priorities and managing the resources required to meet the project objectives

- Performing and/or managing the technical tasks involved in the GIS application development process to include, but not limited to: data collection, geocoding, queries, report writing, and map production
- Delivering project in compliance with both client and internal quality control standards and guidelines
- Conducting training

**Deployment Specialist**

The Omega Deployment Specialist is responsible for remotely installing each server-based Omega application within the client's environment or at Omega's hosting facility. This takes place once the project build has been completed and the application has been fully tested at Omega. Responsibilities include:

- Verifying that the required hardware and software is in place to run the application
- Installing all ESRI software required by the application (as well as SQL Server, where necessary)
- Installing all CrimeView Dashboard software
- Configuring the application to function within the specified environment
- Troubleshooting any environmental issues that may arise during deployment



## Customer Support Program

The Customer Support Program is covered under the annual subscription fee. The customer support program is defined by the policies below.

### Definitions

**Customer Support Program:** The software and application maintenance package.

**Support Activation Date:** The date support begins. This occurs on the installation date of the software application.

**Term Date:** The due date for annual payment of the Customer Support Program will be referred to as the Term Date. The Term Date is established as the day and month that the software is installed on.

### Payment Guidelines

1. Payment for the Customer Support Program is collected annually on the Term Date. The first annual payment is due one (1) year after the Installation of software.
2. Approximately 45 days prior to the annual Term Date, The Omega Group will send notice of payment in the form of an invoice to the client by email.
3. After the first annual payment, all future payments for the Customer Support Program are subject to a 3% increase, annually.
4. The Software Maintenance for additional software licenses that are purchased after the Support Activation Date will be paid on the Customer Support Program's Term Date.
  - a. The first annual payment for the additional Software Maintenance will be prorated based on the number of days during the term that preceded the licensing of the additional software.
  - b. Following the first annual (prorated) payment, annual payments for additional Software Maintenance will be paid in full on the Customer Support Program's Term Date.

### General Terms

To be eligible for Omega support services, users should be aware of, and adhere to the following terms:

1. The software license will be registered with The Omega Group. The Omega Project Manager may assist with software registration.
2. The Omega Group provides technical support for Omega software and the Omega Import Wizard interface(s) only. Specific items not included under technical support are provided below (Section: Limitations).
3. The initial Omega software application implementation and installation must be performed by an Omega Project Manager. This requirement assures that telephone support, future software service packs, and major version upgrades can be administered effectively.

4. By paying for support, the client agrees to receive support services from The Omega Group and accepts the terms and limitations of the Customer Support Program.
5. The Customer Support Program will automatically renew each term unless cancelled prior to the term date with 60 days written advance notice by sending an email to [ap@theomegagroup.com](mailto:ap@theomegagroup.com).
6. Should there be a lapse in payment, all past due fees must be paid to restart service. Limited to three years of past due payments.

#### **Limitations**

Users should be aware of the following limitations regarding support services:

1. Omega's technical support is limited to unmodified, "off-the-shelf" Omega software technology. Any issues that arise from the client modifying the application's files, configuration, or environment without Omega approval will not be covered under this agreement. The client will be charged an additional fee per incident or per hour to troubleshoot and resolve the issue.
2. Technical support is not a replacement for training. Additional application training is available from Omega at an additional cost.
3. Technical support does not cover configuration changes to existing applications and/or additional development to the Omega application (i.e. building new profiles, reports, saved queries, etc.). These professional services can be provided for an additional cost.
4. Technical Support only covers issues with Omega software and excludes any issues with 3<sup>rd</sup> party applications that interface with Omega software.
5. Technical support does not cover issues that arise from changes/upgrades in the client's hardware, operating system, source databases (RMS, CAD and other Databases), source data (geographic layers: including streets, boundaries, points or any reference data) or network environment. The client will be charged an additional fee per incident or per hour to troubleshoot and resolve the issue.
6. The Omega Group is not responsible for maintaining back-up files of the client's software application. The Omega Group may have copies of the client's application files stored at our offices (acquired during the application building and testing process), however, this data is limited to the extractions or samples received during the application development and can quickly become out-of-date.
7. In the event of complete data loss due to a client's server crashing or other circumstances unrelated to the Omega software, The Omega Group can assist as resources permit, but will not be held financially responsible for reinstalling and reconfiguring the application. The Omega Group will provide these services at an additional charge for time, materials, and travel.
8. The Omega Group's Customer Support Program is not a replacement for ESRI's software Customer Support Program and does not include costs for ESRI's suite of software products, including costs to install/uninstall ESRI software components.

9. The Omega Group's Customer Support Program includes software bug fixes and software enhancements for existing, unmodified applications. The Omega Group will contact the client to schedule updates to the application as they become available.
  
10. Omega software is dependent upon specific versions of 3<sup>rd</sup> party software applications. Upgrades to 3<sup>rd</sup> party software used to run Omega software will require a new version of Omega software to be installed to remain compatible. Upgrades to Omega software are only provided for products that have not reached the "mature" or "retired" phase of the product lifecycle. Full-version upgrades of Omega software in support of upgrading 3<sup>rd</sup> party applications are not covered under support and will require additional charges for time and materials. Please contact The Omega Group before planning any upgrade to supporting 3<sup>rd</sup> party software applications.

#### **Remote Connectivity**

1. Technical Support will be performed through a remote connection.
2. Omega recommends a VPN or Citrix's GoToMyPC or GoToAssist for remote connections. Client must provide the necessary remote access details if a VPN is used.
3. If the client is unable to provide a high speed remote connection, a fee will be incurred based on the additional time required for troubleshooting the support request.

#### **Support Hours**

Technical support hours are Monday through Friday, from 7:00 AM to 5:30 PM Pacific. Technical support can be reached by calling (800) 228-1059 or by sending email to [Support@theomegagroup.com](mailto:Support@theomegagroup.com). It is Omega's intent to respond to all technical support inquiries within twenty-four (24) hours of receiving the request, during normal business hours.

### **Addendum to Omega Maintenance Program**

The **CrimeView Dashboard Application Support Plan** is intended to provide product enhancements, bug fixes, and on-going software support for the original, unmodified configuration of any CrimeView Dashboard application.

**This support plan includes the following:**

- Diagnosis of Omega (Dashboard application) software issues<sup>1</sup>
- Resolution of Omega (Dashboard application) software issues<sup>2</sup>
- Diagnosis of configuration issues<sup>3</sup>
- Resolution of configuration issues<sup>4</sup>
- Omega Software Updates
  - Updates to Omega software functionality (as new product releases become available)
  - Bug fixes to Omega software for known issues
  - Version-compatibility upgrades to Omega software<sup>5</sup>
- Limited Dashboard Designer & Administrator assistance<sup>6</sup>
- Access to help & tutorial documentation
- Geography Layer Updates
  - Clients are entitled to two (2) geographic query (filter) layer updates annually<sup>7</sup>
  - Clients are entitled to two (2) Operational Layer (geography only) updates annually<sup>7</sup>
  - Geography layer updates are by client request when new data is made available
- Saved Query Updates
  - Clients are entitled to two (2) saved query updates annually<sup>8</sup>
  - Saved Query updates are by client request when new query values are made available

**This support plan is NOT intended to provide the following Omega Professional Services:**

Upon completion of any CrimeView Dashboard application project, the following requests for service will incur an additional cost for time and materials:

- Changes to data fields, data schema, or import profiles required as a result of a change to or switch of source RMS/CAD database systems
- Lookup table updates that result in changes to the original CrimeView Dashboard application configuration
- Identify/Report Grid field changes
- Symbology legend changes
- Query layer changes or the addition of new query layers
- Re-import of historical data
- End-user support<sup>9</sup>
- Dashboard Designer tasks (create, edit, & manage Dashboard content, Briefing Books, Pages, Widgets, Alerts, Queries on Demand, etc.)
- Administrator tasks (create, edit, & manage Dashboard logins & permissions)
- Training (End-User, Designer, or Administrator)<sup>6</sup>
- Moving of a CrimeView Dashboard application (or single component of a CrimeView Dashboard application) to a new physical server
- Restoring of a CrimeView Dashboard application (or single component of a CrimeView Dashboard application) after a catastrophic event

<sup>1</sup> “Software issues” include technical questions that are directly related to the Omega software application including error messages, unexpected behaviors, etc. “Software issues” do not include training-related questions.

<sup>2</sup> Omega will troubleshoot and fix “software issues” that are completely diagnosed to be an issue with the CrimeView Dashboard application under this agreement. Issues that result from conflicts with any other software applications being installed alongside of a CrimeView Dashboard application on the same computer hardware are not covered under this support agreement. The Omega Group will not provide support unless the CrimeView Dashboard application remains in a dedicated environment. This support agreement does not cover the resolution of any issues that may arise with a CrimeView Dashboard application as a result of non-Omega personnel interfering with the configuration and/or operation of the application. Resolution of these issues is billable to the client for time and materials.

<sup>3</sup> “Configuration issues” include questions that are directly related to the settings and configuration of the CrimeView Dashboard application. “Configuration issues” do not include training-related questions.

<sup>4</sup> Omega will troubleshoot and fix any mis-configuration of the original CrimeView Dashboard application if it is shown to differ from the client’s original requirements for the application. The original requirements for the application must be shown in writing by the client to have preceded the completion date of the CrimeView Dashboard application project.

<sup>5</sup> The Omega Group will develop upgrades to the CrimeView Dashboard application to remain compatible with the latest version of any supporting ESRI software applications. Until a supporting release of the CrimeView Dashboard application is completed by the Omega Group, the version of ESRI software must not be changed from the originally deployed version. If requested by the client, upgrades will be performed by The Omega Group for an additional charge for time and materials. Migrations to a newer Omega software product are not covered. Newer Omega software products may be purchased from The Omega Group.

<sup>6</sup> Dashboard Designer, Administrator & End-User training can be purchased for an additional cost.

<sup>7</sup> Geography layer updates are required to have an identical field schema to the original layer’s format. Changes to the schema require changing the application’s configuration and will incur an additional cost.

<sup>8</sup> Saved query updates are limited to the saved queries groups included within the original application configuration and based on the original source field. Adding a new saved query group(s) or changing the source field will incur an additional cost.

<sup>9</sup> The client’s Dashboard Designer and/or Administrator will serve as the first point of contact for all end-user support requests. For requests that cannot be resolved by the appointed client Dashboard Designer and/or Administrator, it is the responsibility of the client Dashboard Designer or Administrator to contact The Omega Group for technical support where appropriate.

## Hosting Agreement

This Hosting Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_, 2013, to be (“Effective Date”), by and between the **Delaware State Police Department** (“Client”), with its principal place of business located at **1441 N. DuPont Highway, Dover, DE 19903** and **The Omega Group, Inc.** (“Omega”), a California Corporation, with its principal place of business located at **5160 Carroll Canyon Road, San Diego, CA 92121**.

### 1. Services

1.1 Purpose. Omega agrees to host software and provide data import and export, monitoring, support, backup, technology upgrades, and training necessary for the Client’s productive use of such software in addition to all the services described in the CrimeView Dashboard Proposal (“Proposal”). Omega retains the right to perform work for others during the terms of this Agreement.

1.2 Backup and Recovery of Client Data. Omega is responsible for storing a backup of the Client’s data no less than daily and for an orderly and timely recovery of its data in the event that the Services may be interrupted. Omega will not be responsible for the Client’s data lost after the most current backup and before the next scheduled backup. Omega is responsible for establishing and maintaining an information security environment that does the following: (i) ensures the security and confidentiality of the Client’s data; (ii) protects against any anticipated threats or hazards to the security or integrity of the Client’s data; (iii) protects against unauthorized access to or use of the Client’s data; and (iv) ensures the proper disposal of the Client’s data.

1.3 Control of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Omega, giving due consideration to the requests of the Client.

1.4 Change Order Procedure. The Client may make written requests for changes in the scope of the Services, and Omega shall notify the Client whether or not the change is feasible and any associated costs for the change. With written approval from the Client, Omega shall issue a change order for execution by both parties.

### 2. Term and Termination.

2.1 Term. The term (the “Initial Term”) shall commence on the Effective Date and continue for 12 months thereafter. Following the Initial Term, the Service shall automatically renew for successive 12 month terms (each, a “Renewal Term”) until such time as Client provides Omega with written notice of termination; provided, however, that: (a) such notice be given no fewer than sixty (60) calendar days prior to the last day of the then current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. “Term” shall collectively

mean and include the Agreement terms represented by the Initial Term and the Renewal Term.

- 2.2 Termination for Cause. If either party materially breaches any of its duties or obligations hereunder, and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, then the non breaching party may terminate this Agreement for cause as of a date specified in such notice.
- 2.3 Payments upon Termination. Upon the expiration or termination of this Agreement for any reason, Client shall pay to Omega all undisputed amounts due and payable hereunder.
- 2.4 Return of Materials. Upon expiration or earlier termination of this Agreement, each party shall: (a) promptly return to the other party, or certify the destruction of any of the following of the other party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information; and, (ii) any other data, programs, and materials; and, (b) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises. In the case of Client Data, Omega shall, immediately upon termination of this Agreement, certify the destruction of any Client Data within the possession of Omega. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner. This Section shall survive the termination of this Agreement.

3. **Non-Disclosure of Confidential Information**

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

- 3.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning.

4. **Proprietary Rights.**

- 4.1 Pre-existing Materials. The Client acknowledges that, in the course of performing the Services, Omega may use software and related processes, instructions, methods, and techniques that have been previously developed by Omega and that same shall remain the sole and exclusive property of Omega.

4.2 The provisions of this Section shall survive the termination of this Agreement.

5. **Fees and Expenses.**

Client shall be responsible for and shall pay to Omega the fees as further described in the proposal, subject to the terms and conditions contained therein. Any sum due Omega for Services performed for which payment is not otherwise specified shall be due and payable thirty (30) days from Invoice Date by Client of an invoice from Omega.

5.1 **Billing Procedures.** Unless otherwise provided for under the quote, Omega shall bill to Client the sums due pursuant to the proposal by Omega's invoice, which shall contain: (a) Client purchase order number, if any, and invoice number; (b) description of Services rendered; (c) the Services fee or portion thereof that is due; and, (d) total amount due. Omega shall forward invoices in electronic copy format to: Lieutenant William Crotty – William.Crotty@state.de.us

5.2 **Late Payments.** Payments made by Client later than thirty (30) days from Invoice Date are subject to five (5%) interest on such payment.

5.3 **Fees.** In consideration of the services to be performed and delivered, Omega shall be entitled to compensation in the total amount of \$50,224.00 for Professional Services, Training and Travel, and \$24,345.00 (annual) subscription fee.

5.4 **Additional Work.** The fees and charges for any follow-on or additional work not described in the proposal shall be performed at Omega's current rates.

6. **Relationship between Omega and Client**

6.1 **Independent Contractor Status.** The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and either Omega or any employee or agent of Omega.

6.2 **Non-solicitation.** During the term of this Agreement and for a period of six (6) months after the expiration or termination of this Agreement, for any reason whatsoever, the parties covenant and agree not to hire or engage or attempt to hire or engage employees of the other party, except through advertisements directed to the general public or as expressly pre-approved by the other party.

6.3 **Confidentiality.** The parties agree not to disclose to any third party any proprietary information disclosed to it by the other party without the prior written consent of such disclosing party. The parties further agree to take the same care with the proprietary information as it does with its own, but in no event with less than a reasonable degree



of care. This obligation of the parties shall survive beyond the effective termination date of this Agreement. These restrictions shall not be construed to apply to (1) information generally available to the public; (2) information released by either party generally without restriction; (3) information independently developed or acquired by either party or its personnel without reliance in any way on other protected information of the other party; or (4) information approved for the use and disclosure of either party or its personnel without restriction.

- 6.4 Indemnification. Omega shall defend, indemnify and hold Client harmless from and against any and all liabilities, losses, damages, fines, judgments, claims, suits, actions and expenses (including, but not limited to, attorneys' fees and costs) arising out of or relating to personal injury or death to persons, including Omega's employees, contractors, and agents or damage to personal or real property, including Client's property, arising out of or in connection with Omega's grossly negligent performance of this Agreement. Client agrees to give Omega prompt notice of any such claim, demand, or action and shall, to the extent Client is not adversely affected, cooperate fully with Omega in defense and settlement of said claim, demand, or action. However, Client agrees that Omega's liability hereunder for damages, regardless of the form of action, shall not exceed the total amount paid for services under this Agreement.
- 6.5 DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, OMEGA DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITS PERSONNEL OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 6.6 LIMITATION OF LIABILITY. OMEGA'S CUMULATIVE LIABILITY UNDER OR FOR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY CLIENT TO OMEGA. OMEGA SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT CLIENT IS RESPONSIBLE FOR BACKUP PRECAUTIONS. IN NO EVENT SHALL OMEGA BE LIABLE FOR ANY LOSS OF PROFITS, ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CLIENT, EVEN IF OMEGA HAS BEEN ADVISED OF THE PLARIMOREBILITY OF SUCH CLAIMS OR DEMANDS. OMEGA SHALL NOT BE LIABLE TO CLIENT FOR ANY FAILURE OR DELAY CAUSED BY EVENTS BEYOND OMEGA'S CONTROL, INCLUDING, WITHOUT LIMITATION, CLIENT'S FAILURE TO FURNISH NECESSARY INFORMATION; SABOTAGE; FAILURE OR DELAYS IN TRANSPORTATION OR COMMUNICATION; FAILURES OR SUBSTITUTIONS OF EQUIPMENT; LABOR DISPUTES; ACCIDENTS; SHORTAGES OF LABOR, FUEL, RAW MATERIALS OR EQUIPMENT; OR TECHNICAL FAILURES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

7. **Miscellaneous**

- 7.1 **Governing Law.** This Agreement shall be governed and construed in all respects in accordance with the laws of the State of California as they apply to a contract executed, delivered, and performed solely in such State.
- 7.2 **Insurance.** To the extent that Omega's personnel may perform work at Client's premises, Omega shall maintain comprehensive general liability insurance, including broad form property damage coverage, with limits of at least \$1 million combined single limit for personal injury and property damage for each occurrence. Upon the request of Client, Omega shall provide Client with evidence satisfactory to Client of such insurance.
- 7.3 **Remedies.** All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.
- 7.4 **Notices.** Any notices to be given hereunder by either party to the other may be effected either by email, personal delivery in writing or by first class mail. Mailed notices shall be addressed as listed below, but each party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two days after mailing.

Delaware State Police  
1441 N. DuPont Highway  
Dover, DE 19903

The Omega Group  
5160 Carroll Canyon Road, Suite 100  
San Diego, CA 92121

Attn: Accounts Payable

Attn: Account Receivable

- 7.5 **Entire Agreement of the Parties.** This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Omega for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.
- 7.6 **Severability.** If any of the provisions of this Agreement are ruled illegal, invalid or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, they shall, to that extent, be deemed omitted, and the remainder of this Agreement shall continue to be in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the same or



### Data Schema Addendum

The following data fields will be included within the standard offering of the CrimeView Dashboard. If these fields are not readily available within the RMS/CAD databases, this information will not be included in the Dashboard. No substitutions will be made for other available fields unless identified in the sales process.

**Incidents**

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	CASE NUMBER	CASE_NUM	YES			
3	CRIME CATEGORY	CV_LEGEND	YES	YES	YES	YES
4	NIBRS OR UCR	CRIME_DESC	YES	YES	YES	YES
5	STATUTE OR CHARGE	CHARGE_DESC	YES	YES	YES	YES
6	ADDRESS	CV_ADDRESS	YES			
7	APT	APT	YES			
8	AREA 1*		YES		YES	YES
9	AREA 2*		YES		YES	YES
10	AREA 3*		YES		YES	YES
11	AREA 4*		YES		YES	YES
12	COMMON NAME	COMMON_NAME	YES			
13	SPLIT DATE	SPLIT_DATE	YES			
14	FROM DATE	FROM_DATE	YES			
15	TO DATE	TO_DATE	YES			
16	REPORT DATE	REPORT_DATE	YES			
17	SHIFT	SHIFT	YES	YES	YES	YES
18	CASE STATUS	CASE_STATUS_DESC	YES	YES	YES	YES
19	CLEARANCE OR DISPO	DISPO_DESC	YES	YES	YES	YES
20	PREMISE	PREMISE_DESC	YES	YES	YES	YES
21	WEAPON	WEAPON_DESC	YES	YES	YES	YES
22	DOMESTIC VIOL	DV	YES	YES	YES	YES
23	GANG RELATED	GANG	YES	YES	YES	YES
24	ALCOHOL RELATED	ALCOHOL	YES	YES	YES	YES
25	PRIMARY OFFICER	OFFICER	YES			
26	PRIMARY KEY	PRIMARY_KEY	YES			

\*Each Area field may include one of the following: Beat, District, Precinct, Sector, City, Zip Code, etc.

**Calls for Service**

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	CALL NUMBER	CALL_NUM	YES			
3	CALL TYPE	CALL_TYPE	YES	YES	YES	YES
4	CALL DESC	CALL_DESC	YES		YES	YES
5	CALL DATE	CALL_DATE	YES			
6	ADDRESS	CV_ADDRESS	YES			
7	APT	APT	YES			
8	COMMON NAME	COMMON_NAME	YES			
9	AREA 1*		YES		YES	YES
10	AREA 2*		YES		YES	YES
11	AREA 3*		YES		YES	YES
12	AREA 4*		YES		YES	YES
13	PRIORITY	PRIORITY	YES	YES	YES	YES
14	DISPOSITION	DISPO_DESC	YES	YES	YES	YES
15	CALL SOURCE	CALL_SOURCE_DESC	YES	YES	YES	YES
16	SHIFT	SHIFT	YES	YES	YES	YES
17	PRIMARY UNIT	PRIM_UNIT	YES			
18	PRIMARY OFFICER	OFFICER	YES			
19	REMARKS	REMARKS	YES			
20	PRIMARY KEY	PRIMARY_KEY	YES			

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## Parolees

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	PERSON ID	PERSON_ID	YES			
3	PERSON NAME	FULL_NAME	YES			
4	ALIAS NAME	ALIAS	YES			
5	STATUTE OR CHARGE	CHARGE_DESC	YES	YES	YES	YES
6	HOME ADDRESS	CV_ADDRESS	YES			
7	APT	APT	YES			
8	AREA 1*		YES		YES	YES
9	AREA 2*		YES		YES	YES
10	AREA 3*		YES		YES	YES
11	AREA 4*		YES		YES	YES
12	PAR BEGIN DATE	PAROLE_DATE	YES			
13	PAR END DATE	DISCHARGE_DATE	YES			
14	PAR STATUS	PAR_STATUS_DESC	YES	YES	YES	YES
15	SEX	SEX	YES	YES	YES	YES
16	RACE	RACE_DESC	YES	YES	YES	YES
17	ETHNICITY	ETHNICITY	YES	YES	YES	YES
18	AGE	AGE	YES	YES	YES	YES
19	DOB	DOB	YES			
20	HEIGHT	HEIGHT	YES			
21	WEIGHT	WEIGHT	YES			
22	EYES	EYES	YES			
23	HAIR	HAIR	YES			
24	SCARS MARKS TATS	SMT	YES			
25	DRIVERS LICENSE	LICENSE	YES			
26	PRIMARY OFFICER	OFFICER	YES			
27	MUG SHOT	MUG_SHOT	YES			
28	PRIMARY KEY	PRIMARY_KEY	YES			

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## Sex Offenders

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	PERSON ID	PERSON_ID	YES			
3	PERSON NAME	FULL_NAME	YES			
4	ALIAS NAME	ALIAS	YES			
5	STATUTE OR CHARGE	CHARGE_DESC	YES	YES	YES	YES
6	RISK LEVEL	RISK_LEVEL	YES	YES	YES	YES
7	REGISTR DATE	REG_DATE	YES			
8	HOME LOCATION	CV_ADDRESS	YES			
9	APT	APT	YES			
10	AREA 1*		YES		YES	YES
11	AREA 2*		YES		YES	YES
12	AREA 3*		YES		YES	YES
13	AREA 4*		YES		YES	YES
14	SEX	SEX	YES	YES	YES	YES
15	RACE	RACE_DESC	YES	YES	YES	YES
16	ETHNICITY	ETHNICITY	YES	YES	YES	YES
17	AGE	AGE	YES	YES	YES	YES
18	DOB	DOB	YES			
19	HEIGHT	HEIGHT	YES			
20	WEIGHT	WEIGHT	YES			
21	HAIR	HAIR	YES			
22	EYES	EYES	YES			
23	SCARS MARKS TATS	SMT	YES			
24	DRIVERS LICENSE	LICENSE	YES			
25	CASE NUMBER	CASE_NUM	YES			
26	CONVIC DATE	CONV_DATE	YES			
27	COMMENTS	COMMENTS	YES			
28	MUG SHOT	MUG_SHOT	YES			
29	PRIMARY KEY	PRIMARY_KEY	YES			

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Warrants

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	WARRANT NUMBER	WARRANT_NUM	YES			
3	PERSON ID	PERSON_ID	YES			
4	PERSON NAME	FULL_NAME	YES			
5	ALIAS NAME	ALIAS	YES			
6	STATUTE OR CHARGE	CHARGE_DESC	YES			
7	WARRANT TYPE	WARRANT_TYPE_DESC	YES	YES	YES	YES
8	WARRANT STATUS	WARRANT_STATUS_DESC	YES	YES	YES	YES
9	ISSUE DATE	ISSUE_DATE	YES			
10	WARRANT LOCATION	CV_ADDRESS	YES			
11	APT	APT	YES			
12	AREA 1*		YES		YES	YES
13	AREA 2*		YES		YES	YES
14	AREA 3*		YES		YES	YES
15	AREA 4*		YES		YES	YES
16	SEX	SEX	YES	YES	YES	YES
17	RACE	RACE_DESC	YES	YES	YES	YES
18	ETHNICITY	ETHNICITY	YES	YES	YES	YES
19	AGE	AGE	YES	YES	YES	YES
20	DOB	DOB	YES			
21	HEIGHT	HEIGHT	YES			
22	WEIGHT	WEIGHT	YES			
23	EYES	EYES	YES			
24	HAIR	HAIR	YES			
25	SCARS MARKS TATS	SMT	YES			
26	DRIVERS LICENSE	LICENSE	YES			
27	PRIMARY KEY	PRIMARY_KEY	YES			

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## Probation

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	PERSON ID	PERSON_ID	YES			
3	PERSON NAME	FULL_NAME	YES			
4	ALIAS	ALIAS	YES			
5	STATUTE OR CHARGE	CHARGE_DESC	YES			
6	PROB STATUS	PROB_STATUS	YES	YES	YES	YES
7	PROB BEGIN DATE	PROB_BEGIN_DATE	YES			
8	PROB END DATE	PROB_END_DATE	YES			
9	HOME ADDRESS	CV_ADDRESS	YES			
10	APT	APT	YES			
11	AREA 1*		YES		YES	YES
12	AREA 2*		YES		YES	YES
13	AREA 3*		YES		YES	YES
14	AREA 4*		YES		YES	YES
15	SEX	SEX	YES	YES	YES	YES
16	RACE	RACE_DESC	YES	YES	YES	YES
17	ETHNICITY	ETHNICITY	YES	YES	YES	YES
18	AGE	AGE	YES	YES	YES	YES
19	DOB	DOB	YES			
20	HEIGHT	HEIGHT	YES			
21	WEIGHT	WEIGHT	YES			
22	EYES	EYES	YES			
23	HAIR	HAIR	YES			
24	SCARS MARKS TATS	SMT	YES			
25	DRIVERS LICENSE	LICENSE	YES			
26	PRIMARY OFFICER	OFFICER	YES			
27	MUG SHOT	MUG_SHOT	YES			
28	PRIMARY KEY	PRIMARY_KEY	YES			
	STATUTE OR CHARGE_CODE	CHARGE_CODE				

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## Citations

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	CIT NUMBER	CIT_NUM	YES			
3	CASE NUMBER	CASE_NUM	YES			
4	PERSON NAME	FULL_NAME	YES			
5	ALIAS NAME	ALIAS	YES			
6	CIT TYPE	CIT_TYPE_DESC	YES	YES	YES	YES
7	STATUTE	STATUTE_DESC	YES	YES	YES	YES
8	CIT DATE	CIT_DATE	YES			
9	ADDRESS	CV_ADDRESS	YES			
10	APT	APT	YES			
11	AREA 1*		YES		YES	YES
12	AREA 2*		YES		YES	YES
13	AREA 3*		YES		YES	YES
14	AREA 4*		YES		YES	YES
15	SEX	SEX	YES	YES	YES	YES
16	RACE	RACE_DESC	YES	YES	YES	YES
17	ETHNICITY	ETHNICITY	YES	YES	YES	YES
18	AGE	AGE	YES	YES	YES	YES
19	DOB	DOB	YES			
20	HEIGHT	HEIGHT	YES			
21	WEIGHT	WEIGHT	YES			
22	HAIR	HAIR	YES			
23	EYES	EYES	YES			
24	SCARS MARKS TATS	SMT	YES			
25	DRIVERS LICENSE	LICENSE	YES			
26	PRIMARY OFFICER	OFFICER	YES			
27	PRIMARY KEY	PRIMARY_KEY	YES			

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## Accidents

ORDER	DISPLAY NAME	FIELD NAME	REPORT GRID	SAVED QUERY	CATEGORIES	AD HOC
1	AGENCY	AGENCY	YES	YES	YES	YES
2	ACC NUM	ACCIDENT_NUM	YES			
3	COLLISION DESC	COLLISION_DESC	YES	YES	YES	YES
4	ACC DATE	ACCIDENT_DATE	YES			
5	ADDRESS	CV_ADDRESS	YES			
6	APT	APT	YES			
7	INTERSECTION	CV_INTERSECTION	YES			
8	AREA 1*		YES		YES	YES
9	AREA 2*		YES		YES	YES
10	AREA 3*		YES		YES	YES
11	AREA 4*		YES		YES	YES
12	CAUSE DESC	CAUSE_DESC	YES	YES	YES	YES
13	INJURY	INJURY	YES	YES	YES	YES
14	FATALITY	FATALITY	YES	YES	YES	YES
15	SPEED RELATED	SPEED_RELATED	YES	YES	YES	YES
16	ALCOHOL RELATED	ALCOHOL_RELATED	YES	YES	YES	YES
17	PED RELATED	PED_RELATED	YES	YES	YES	YES
18	HIT & RUN	HIT_RUN	YES	YES	YES	YES
19	WEATHER	WEATHER	YES		YES	YES
20	TRAFFIC CONTROL	TRAFFIC_CONTROL	YES		YES	YES
21	PRIMARY OFFICER	OFFICER	YES			
22	PRIMARY KEY	PRIMARY_KEY	YES			

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