

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
DELTAWRX, LLC**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and DELTAWRX, LLC a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services" dated October 14, 2016 (the "Original Agreement");
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide consulting and project management services related to procurement and implementation of an integrated public safety computer aided dispatch (CAD) and police records management system (RMS);
- C. With Contractor's assistance, the City procured an integrated solution from Hexagon, however, Hexagon was unable to implement the RMS portion of the project; and
- D. The Parties now wish to amend the Original Agreement to provide consulting services to assist with the procurement and implementation of a new RMS solution to interface with Hexagon CAD.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

- A. That Section 5 of the Original Agreement, entitled "Term of Agreement" is hereby amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on February 1, 2021.

- B. That Exhibit A of the Original Agreement, entitled "Scope of Services" is hereby amended to include – in addition to the Services described in the Original Agreement – the Services set forth in the letter proposal attached hereto as Exhibit A such that, taken together, the Original Agreement's Exhibit A and the attached letter proposal constitute the complete "Scope of Services" in the Original Agreement as Amended.
- C. That Exhibit B of the Original Agreement, entitled "Fee Schedule" is hereby amended to read as follows:

In no event shall the amount billed to City by Contractor for services under this Agreement exceed FOUR HUNDRED THIRTEEN THOUSAND ONE HUNDRED SEVENTEEN DOLLARS (\$413,117.00), subject to budget appropriations, and is inclusive of all administrative, travel, deliverable production and related expenses, as set forth in "Section Two – Professional Fees" of the letter proposal attached as Exhibit A.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

DELTAWRX, LLC
a California corporation

Dated: 3-20-19

By (Signature): 

Name: Brian Hudson

Title: Owner

Principal Place of Business Address: 21700 Oxnard Street, Ste 530, Woodland Hills, CA 91367

Email Address: bhudson@deltawrx.com

Telephone: (818)227-9300

Fax: (818)227-9301

"CONTRACTOR"



21700 Oxnard Street
Suite 530
Woodland Hills, California 91367
(818) 227-9300 ☎
(818) 227-9301 📠

January 14, 2019

Gina McWilliam
Police Records Manager
Santa Clara Police Department
601 El Camino Real
Santa Clara, CA 95050

Dear Ms. McWilliam:

DELTA WRX is pleased to submit this letter proposal to provide consulting services to assist the Santa Clara Police Department (SCPD) with the procurement and implementation of a Records Management System (RMS). We understand based on our experience working with the Police Department that the future system should be a tried and tested application that is capable of interfacing with the Hexagon Computer Aided Dispatch (CAD) solution, meeting forthcoming California Incident Based Reporting System (CIBRS) requirements and supporting the Department's report writing and records management business needs, among other requirements. We believe that our understanding of SCPD's current technology environment will enable us to play a valuable role in supporting SCPD with this upcoming endeavor.

If you have any questions, please contact me at (818) 227-9300. We look forward to working with you on this most important assignment.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'B. Hudson', written over a light blue horizontal line.

Brian Hudson
Partner

Section One - Proposed Services

The following work plan is based on our discussions with the Police Department, our knowledge of public safety operations and our experience conducting similar application software system acquisition projects. We plan to leverage our previous work on the CAD/RMS procurement to move swiftly through this workplan, while staying in frequent communication with the Project Team.

Phase 1. RFP Development and Release

Task 1 - Update Functional Requirements – DELTAWRX will update the functional requirements that were developed for the CAD/RMS RFP to reflect an RMS-only procurement. We will update this document to reflect the Police Department's new application software and any changes to the interface requirements.

Task 2 - Review and Finalize Functional Requirements – As part of the requirements refinement process, DELTAWRX will schedule review sessions with end users to ensure the compilation of an accurate and comprehensive set of requirements. DELTAWRX will provide the Police Department with a draft set of requirements for distribution to appropriate end users as well as a suggested schedule for the review of the different requirements sections. After the review sessions, DELTAWRX will submit the final requirements document to the Project Manager for inclusion in the RFP.

Task 3 - Develop the Request for Proposal – Working from the prior CAD/RMS RFP, DELTAWRX will develop a comprehensive RFP for a Records Management System that will be issued to prospective proposers. We will work closely with the Police Department, Information Technology Division and the City's Purchasing Division to ensure that the procurement documentation is developed in accordance with all relevant purchasing and legal requirements. Examples of the sections that will likely be included in the RFP are as follows:

- Executive Summary
- Project Overview
- Submission Requirements
- Terms and Conditions
- Evaluation Criteria
- Description of Existing System and Business Processes
- Scope of Requested Services
- Proposer Questionnaire (open-ended questions regarding company background, hardware, support and maintenance, interfaces, system architecture, project management, etc.)
- Functional Requirements

- Cost Worksheets
- City Contract
- Supplemental Information

DELTAWRX will provide a draft copy of the RFP for review by the Project Team and incorporate any feedback into a final version that will be ready for release. Note that we will ask proposers to provide the cost information separately so that members of the Evaluation Team can review each system provider's technical design and approach without being unduly influenced by the costs.

Task 4 - Prepare Selection Criteria and Evaluation Plan – DELTAWRX will work with the Police Department to develop an Evaluation Team for the selection of the new solution. We will then facilitate a meeting with the Evaluation Team to identify the criteria that will be used to evaluate submitted proposals. Using this information, DELTAWRX will develop an Evaluation Plan describing the criteria and outlining the methodology to ensure the selection process is fair and objective. The Evaluation Plan includes written instructions describing the evaluation methodology, as well as scoring worksheets for the analysis of the submitted proposals. Prior to the proposal response deadline, typically near the date of the pre-proposal conference, we will schedule a meeting with the Evaluation Team to review the evaluation process, discuss logistics, set evaluation ground rules and in general, prepare the Evaluation Team for its upcoming task of reviewing proposals and recommending a system provider.

Task 5 - Release Procurement Documents – DELTAWRX will help the City release the RFP by providing guidance to prospective proposers and answering submitted questions. As appropriate, we will assist the City with preparing written response to submitted questions. We would anticipate multiple rounds of answering questions from prospective vendors during this process.

Phase 2. System Procurement

Task 6 - Assist with Proposal Evaluation – With the Evaluation Team, DELTAWRX will review all proposals received in response to the solicitation and assist with the evaluation. While DELTAWRX will not select the system provider for the Police Department, we will ensure the selection is a fair and objective assessment of the proposals. We will provide feedback based on our independent in-depth review of the proposals and will help the Evaluation Team complete the evaluation worksheets to rate each proposed solution. As we progress through the proposal review process, we will develop a detailed Evaluation Workbook that compares proposer responses in a side-by-side format.

Task 7 - Facilitate Vendor Demonstrations, Reference Checks and Site Visits – Should the Police Department decide to invite vendors to present their proposed solutions, DELTAWRX will assist with preparing a uniform format, agenda, and questions for vendor

demonstrations, as well as ensure vendor compliance with the format and agenda. We will attend the demonstrations and engage in discussions with the finalists. At the conclusion of the vendor demonstrations, we will update our evaluation worksheets to reflect any verbal or written representations made by the vendors during the demonstrations. DELTAWRX will also help coordinate reference checks and site visits with existing clients of each finalist. We will help select appropriate agencies and provide a set of questions to guide the reference checks. The reference checks and site visits will include confirmation of workmanship and provide insight into potential contract negotiation issues. This process will also provide the Project Team with an excellent opportunity to identify the lessons learned by their peers in other agencies.

Task 8 - Analyze Cost Proposals – After an initial review of all proposals, DELTAWRX will perform a comprehensive economic analysis of each proposal being considered for further analysis. We will examine both one-time and recurring costs for items such as application software, hardware and system software, site preparation, implementation, licensing, legacy data access, training and maintenance. We will also attempt to identify any project costs that vendors often fail to include. Our analysis will enable the Evaluation Team to compare one-time and recurring vendor costs in a line item format. DELTAWRX will share the results of this analysis with the Evaluation Team at the appropriate time, which typically occurs after the Team has completed a thorough review of the technical proposals.

Task 9 - Assist with Recommendation of Most Qualified System Provider(s) – At the conclusion of the proposal review process, we will work with the Evaluation Team to recommend the system provider(s) whose solution(s) best meets the Police Department's overall needs and requirements. We will prepare a Final Selection Report outlining the evaluation process, the recommendation and a summary of the conclusions reached at each relevant evaluation phase.

Task 10 - Develop Contract Negotiation Strategy – DELTAWRX will assist with negotiating contracts for implementation, licensing and support to protect the City's interests and lay the foundation for both short-term project success and long-term satisfaction with the selected system. To prepare the City for contract negotiations, DELTAWRX will conduct a session with the City's internal negotiating team to discuss and finalize the overall negotiating strategy. During this session, we will examine the issues, positions and interests of the Police and Finance Departments to determine the most desired outcomes in a negotiated agreement. Among the issues we will discuss and prioritize are:

- Terms and Conditions: Which terms and conditions (if any) are “deal breakers” for the City?
- Price: What is the City's desired price for the implementation? Is further funding available if the Project Team requires additional functionality from the vendor?

- BATNA: What is the City's "Best Alternative to a Negotiated Agreement?" To negotiate a successful agreement, the City must understand the alternatives to signing an agreement with the selected vendor.
- Design Flexibility: Can cost savings be realized by substituting the vendor's off-the-shelf functionality for customized features or system components?
- Timeframe: What schedule needs to be maintained to ensure compliance with CIBRS and/or other timeframe requirements?

We also will attempt to develop a negotiating profile for the selected vendor to identify the vendor's issues, positions and interests. DELTAWRX recommends including the City's desired contract in the RFP and asking proposers to identify their exceptions to the terms and conditions. The exceptions a proposer takes can help us anticipate the selected vendor's negotiation strategy and prepare the City to negotiate an agreement that both protects its interests and provides an acceptable outcome for the vendor.

Task 11 - Assist with Document Review and Contract Negotiations – DELTAWRX will assist the City in negotiating a contract with the selected vendor that will allow implementation of the new system within its guidelines. Although we are not attorneys, we will provide subject matter expertise to the team and assist in formulating negotiating strategies. We will work closely with appropriate legal and purchasing staff, whose participation in this process will be critical to its ultimate success. Among the contract components that we will review include:

- Implementation agreement
- Statement of work and preliminary project schedule
- Change order policies
- Key personnel
- Insurance
- Warranty
- Assignment
- Termination clauses
- Task completion forms
- Configuration diagram
- Interface descriptions
- Training curriculum
- Acceptance test plan, including final system acceptance criteria
- Pricing
- Payment milestones and terms, including holdback criteria
- Software license terms
- Maintenance agreement

- System performance standards
- Remedies for non-compliance with maintenance terms

The City shall retain “ownership” of the contract, and project staff should take responsibility for editing the contract documents and distributing changes to the participants. At the conclusion of each negotiating meeting, we will provide the City with an action item list that summarizes the major outstanding issues. By diligently working through these issues with all parties, we should reach an agreement that clearly protects the City’s interests.

Phase 3. System Implementation

Task 12 - Maintain a Detailed Project Schedule – A preliminary project schedule will be part of the negotiated contract. After finalizing the contract, and as one of the first implementation tasks, DELTAWRX will work with the system provider’s Project Manager(s), as well as the Police Department’s Project Manager to manage the project schedule, taking into account known resource availability at the time. DELTAWRX will periodically review the schedule with the Project Managers and determine whether any variations in the availability of resources, change orders or uncontrollable external events necessitate schedule updates.

Task 13 - Provide Contract Oversight – To ensure that the Police Department receives appropriate value for its investment, we will provide oversight for the executed contract by reviewing contractual deliverables, participating in critical meetings and overseeing the adherence to the Statement of Work. We will monitor contract performance throughout the implementation and document milestones as they are achieved. To minimize their impact on the overall project schedule, we will also work to anticipate and then mitigate problems as soon as they are identified.

Task 14 - Support Project Communications – To ensure appropriate and effective communication with the Project Team members, end users and any impacted external stakeholders, DELTAWRX will work with the system provider and Police Department Project Manager to develop a communication plan that identifies communication requirements and defines the information, method, frequency and groups to which we will provide project information. We will participate in status meetings and Executive meetings with the selected vendor and support internal communications as desired (e.g., quarterly newsletter).

Task 15 - Supply Ongoing Technical Expertise – Throughout the project, DELTAWRX will provide independent analysis and expertise to the Police Department. Having been involved in studying and implementing a wide variety of public safety information systems, we have developed unique insight into the technologies that comprise today’s modern public safety systems. We will be an aggressive advocate for the Police Department’s interests but will also recommend fair and equitable solutions to challenges that may arise.

Task 16 - Identify Business Process Changes – During implementation, the system provider and Police Department will configure the new system to the Santa Clara Police Department environment. We will support this task by drawing on our knowledge of the Police Department's business practices from the prior project to ensure that the system configuration addresses as many identified areas for improvement as possible. We will work closely with the vendor to ensure that all business processes have been properly reviewed and accounted for during implementation, will identify changes to current business processes for change management purposes, and will make process re-engineering recommendations as necessary.

Task 17 - Support System Acceptance Testing – Per the negotiated contract with the selected vendor, DELTAWRX will work with Police Department and the selected system provider to coordinate the proper functional, performance and reliability testing of each system. We expect that the Police Department will be able to leverage much of the test plan development work that has already been completed. Our role will be to ensure that the system meets all required acceptance tests before recommending final system acceptance and the release of corresponding hold back funds to the vendor.

Task 18 - Conduct Transition Planning Meetings and Support Cutover – DELTAWRX will provide support before, during and after the cutover of each system. We will facilitate meetings with all stakeholders involved in cutting over to the new systems to develop a cutover schedule and task list. We will identify the critical path items in the schedule and assign responsibilities for their successful completion. We will anticipate potential challenges and develop a mitigation strategy for each challenge.

Task 19 - Conduct Post-Implementation Review and Project Closeout Activities – Once the implementation is completed, DELTAWRX will conduct a post implementation review to identify the strengths of the implementation as well as opportunities for improvement. We will review each installed system to verify that it meets contracted requirements and will develop a punch list of items that the system provider or Police Department should address in the future.

Project Schedule

The preliminary project schedule presented in Table 1 assumes a start date of February 4, 2019 with system implementation beginning in October 2019. DELTAWRX has sought to accelerate this schedule wherever possible given the time constraints facing the Police Department and will be reliant on the Project Team to rely draft deliverables in a timely manner. During our initial project planning meeting we will work with the Police Department's Project Manager to finalize the project schedule.

We anticipate contract negotiations lasting between two to four months. The dates for several implementation tasks are To Be Determined, given the uncertainty of the duration of

contract negotiations and the solution type selected (e.g., on premise versus hosted). DELTAWRX anticipates it will take most on-premise vendors approximately 12 to implement a Report Writing/RMS solution similar in size and complexity to that desired by the Police Department.

Table 1. Preliminary Project Schedule

Task	Task Description	Estimated Start Date	Estimated Finish Date
Phase 1. RFP Development and Release		2/4/19	3/4/19
1	Update Functional Requirements	2/4/19	2/6/19
2	Review and Finalize Functional Requirements	2/19/19	2/21/19
3	Develop the Request for Proposal	2/4/19	2/22/19
4	Prepare Selection Criteria and Evaluation Plan	2/21/19	2/26/19
5	Release Procurement Documents	3/4/19	3/4/19
Phase 2. System Procurement		4/15/19	9/30/19
6	Assist with Proposal Evaluation	4/15/19	5/3/19
7	Facilitate Vendor Demonstrations, Reference Checks and Site Visits	5/6/19	6/11/19
8	Analyze Cost Proposals	6/6/19	6/11/19
9	Assist with Recommendation of Most Qualified System Provider(s)	6/12/19	6/13/19
10	Develop Contract Negotiation Strategy	7/1/19	7/8/19
11	Assist with Document Review and Contract Negotiations	7/15/19	9/30/19
Phase 3. System Implementation		10/14/19	TBD
12	Maintain a Detailed Project Schedule	10/14/19	TBD
13	Provide Contract Oversight	10/14/19	TBD
14	Support Project Communications	10/14/19	TBD
15	Supply Ongoing Technical Expertise	10/14/19	TBD
16	Identify Business Process Changes	TBD	TBD
17	Support System Acceptance Testing	TBD	TBD
18	Conduct Transition Planning Meetings and Support Cutover	TBD	TBD
19	Conduct Post-Implementation Review and Project Closeout Activities	TBD	TBD

Section Two - Professional Fees

DELTAWRX is pleased to present our price proposal to provide the Police Department with the RMS procurement and implementation consulting services. Our proposed not-to-exceed professional fee is \$154,011 and is inclusive of all administrative, travel, deliverable production and related expenses. A price breakdown for each phase is provided in Table 2.

Table 2. Fee Breakdown by Task

Task	Task Description	Cost
Phase 1. RFP Development and Release		\$15,015
1	Update Functional Requirements	\$3,432
2	Review and Finalize Functional Requirements	\$3,432
3	Develop the Request for Proposal	\$3,432
4	Prepare Selection Criteria and Evaluation Plan	\$2,145
5	Release Procurement Documents	\$2,574
Phase 2. System Procurement		\$69,498
6	Assist with Proposal Evaluation	\$15,444
7	Facilitate Vendor Demonstrations, Reference Checks and Site Visits	\$15,444
8	Analyze Cost Proposals	\$8,580
9	Assist with Recommendation of Most Qualified System Provider(s)	\$5,148
10	Develop Contract Negotiation Strategy	\$4,290
11	Assist with Document Review and Contract Negotiations	\$20,592
Phase 3. System Implementation		\$69,498
12	Maintain a Detailed Project Schedule	\$12,870
13	Provide Contract Oversight	\$18,876
14	Support Project Communications	\$10,296
15	Supply Ongoing Technical Expertise	\$12,012
16	Identify Business Process Changes	\$6,864
17	Support System Acceptance Testing	\$3,432
18	Conduct Transition Planning Meetings and Support Cutover	\$3,432
19	Conduct Post-Implementation Review and Project Closeout Activities	\$1,716