City of Wilmington

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City Council Member, 8th District

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Finance & Economic Development Committee
Charles "Bud" Freel, Chair
Nnamdi O. Chukwuocha, Vice-Chair
Ciro Adams
Zanthia Oliver
Loretta Walsh
Robert A. Williams
Dr. Hanifa Shabazz, Ex-Officio Member

➢ **REVISED NOTICE**

Finance & Economic Development Committee Meeting

Monday, November 5, 2018
5:00 p.m.
1ˢᵗ floor Council Committee Room

Agenda

- An Ordinance to Authorize and Approve a Contract between the City of Wilmington and Superion, LLC for Alarm Services

- An Ordinance Authorizing the City to Transfer a Payment Received from the Diamond State Port Corporation to an Escrow Fund Securing Certain General Obligation Bonds of the City; and Authorizing Other Necessary Action

*Note: The discussion item was removed from the Agenda

Rev. 1 (11/5/18)

Any members of the public who wish to speak during the committee meeting will be limited to three minutes per agenda item. If the public's permission to comment is abused, the Chair may exercise greater discretion in limiting public comment.

AN ORDINANCE TO AUTHORIZE AND APPROVE A CONTRACT BETWEEN THE CITY OF WILMINGTON AND SUPERION, LLC FOR ALARM SERVICES

#4589

Sponsor:

Council Member Williams

Co-Sponsor:

Council Member Freel

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of property or the rendering of services for a period of more than one year if approved by the Wilmington City Council by ordinance; and

WHEREAS, the City desires to obtain alarm registration and management services; and

WHEREAS, the City publicly advertised the specifications for Contract 19018DFPS for alarm registration and management services (the "Contract") in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit "A", to Superion, LLC (the "Contractor"), the highest ranked proposer; and

WHEREAS, the term of the Contract is for a period of approximately two (2) years from December 1, 2018 through December 31, 2020 pursuant to which the City and Superion will share revenue based upon a fixed percentage of thirty (30) percent for Superion and seventy (70) percent for the City, with the possibility of one (1) extension of two (2) years thereafter on the same terms and conditions, at the option of the City, subject to budget appropriations; and

WHEREAS, said extension period was included in the Contract in order to provide for continuity of service; and

WHEREAS, it is the recommendation of the Department of Finance that the City enter into the Contract with the Contractor for a period of approximately two (2) years from

December 1, 2018 through December 31, 2020, and reserve the right to extend the Contract for one (1) additional period of two (2) years thereafter, at the option of the City.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. Contract 19018DFPS for alarm registration and management services between the City of Wilmington and Superion, LLC, a copy of which Contract is attached hereto as Exhibit "A," for the period of approximately two (2) years from December 1, 2018 through December 31, 2020, pursuant to which the City and Superion will share revenue based upon a fixed percentage of thirty (30) percent for Superion and seventy (70) percent for the City, with the possibility of one (1) additional extension of two (2) years thereafter on the same terms and conditions, at the option of the City, is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute as many copies of the Contract, as well as all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading .... November 1, 2018
Second Reading .... November 1, 2018
Third Reading ....

Passed by City Council,

_____
President of City Council

ATTEST:_____
City Clerk

2

Approved this ___ day of _____, 2018.

_____
Mayor

SYNOPSIS: This Ordinance authorizes the execution of a contract for alarm services between the City of Wilmington and Superion, LLC for the period of approximately two years from December 1, 2018 through December 31, 2020, with the possibility of one (1) additional extension of two (2) years thereafter on the same terms and conditions, at the option of the City. The contract provides for the City and Superion to share revenue based upon a fixed percentage of thirty (30) percent for Superion and seventy (70) percent for the City.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is a contract for the period of approximately two years from December 1, 2018 through December 31, 2020 pursuant to which the City and Superion will share revenue based upon a fixed percentage of thirty (30) percent for Superion and seventy (70) percent for the City. The Contract contains the possibility of one (1) additional extension of two (2) years thereafter on the same terms and conditions, at the option of the City.

W0102596

EXHIBIT A

CONTRACT FOR FALSE ALARM BILLING AND TRACKING SERVICES

THIS CONTRACT FOR FALSE ALARM TRACKING AND BILLING SERVICES ("Contract") made and entered into this _____ day of _____, 2018, by and between the **City of Wilmington,** a municipal corporation of the State of Delaware, acting through the agency of the Department of Finance, Division of Procurement and Records, 800 N. French Street, 5th Floor, Wilmington, Delaware 19801, party of the first part ("CITY OF WILMINGTON" or "CITY") and party of the second part **Superion, LLC,** ("CONTRACTOR"), 1000 Business Center Drive, Lake Mary, Florida 32746.

W I T N E S S E T H:

Whereas, the CITY OF WILMINGTON Council enacted ordinances related to alarm systems and false alarms titled as Chapter 10 Article II, "False Alarms" of the City Code ("Alarm Ordinance"), as amended; and

Whereas, in its implementation of the Alarm Ordinance, CITY OF WILMINGTON is authorized to engage a third-party contractor to assist the CITY in the enforcement of the Alarm Ordinance so that persons and organizations that use alarm systems can be held accountable for false alarms through a system of fees and penalties; and

Whereas, the CONTRACTOR created and markets the proprietary and patented (U.S. Patent No. 6,856,246) software system called CryWolf® ("Software"), an integrated suite of software applications operating in a Windows-based environment, designed to assist false alarm reduction managers and planners in government agencies and industry in accessing information relevant to false alarms, and which has been developed at CONTRACTOR's private expense for the commercial marketplace and is not in the public domain; and

Whereas, CITY OF WILMINGTON desires to engage the CONTRACTOR to provide the full service false alarm solution ("Services") described in Attachment A; and

Whereas, the CONTRACTOR desires to accept such engagement.

Now, Therefore, the parties agree as follows:

1. **Term.**

The term of this Contract shall commence upon the date it is signed by both parties (the "Effective Date") and shall continue for a period of two (2) years following the date the CONTRACTOR begins tracking and billing for false alarms with the option to renew for one two (2) year option contingent upon funding and approval of City Council.

2. **Contract Documents and Order of Precedence.**

The contract documents consist of the following Attachments which are incorporated into the Contract by this reference:

A.   **Attachment A**, describes the Scope of Services to be provided by the CONTRACTOR and the CITY's operational responsibilities; **Attachment B**, Payment Terms; **Attachment C**, CITY OF WILMINGTON Instructions to Bidders and Specifications for CITY Contract 19018DFPS for Alarm Registration and Management Services; and **Attachment D**, CryWolf False Alarm Solution by Superion's Proposal for CITY OF WILMINGTON RFP No. 19018DRPS for Alarm Registration and Management Services.

B.   The Order of Precedence shall be as follows: (1) this Contract; (2) Attachment A (3) Attachment B; (4) Attachment C; and (5) Attachment D.

3. **Alarm Management Scope of Services.**

A.   The CONTRACTOR shall provide the Alarm Management Services described in **Attachment A - Alarm Management Services.**

B.   The Alarm Management Services shall assist CITY OF WILMINGTON in enforcing its Alarm Ordinance to include tracking of responsible persons (including individuals, businesses and government agencies) who use alarm systems, registering of alarm systems, billing and notification of permit and false alarm fees in accordance with the Alarm Ordinance and at the direction and under the supervision of CITY OF WILMINGTON's Alarm Administrator (as such term is defined in CITY Code Section 10-36), maintenance of a database of persons who use alarm systems, tracking of false alarm occurrences, collection of fees, the collection and enforcement of penalties for violations, generating performance and outcome reports and assuring the availability to CITY OF WILMINGTON of timely false alarm information, all as more specifically described in **Attachment A - Alarm Management Services**.

4. **Software license.**

CITY OF WILMINGTON shall be licensed and authorized to use the Software and any additional specific customization and development provided as part of the Alarm Management Services described in **Attachment A**. The license shall cover all Software, including, without limitation, software interfaces and software modifications. The scope of the license is non-transferable and non-exclusive and is authorized by CONTRACTOR for use by CITY OF WILMINGTON to access its false alarm information.

5. **Duration of the Software License**.

CITY OF WILMINGTON shall have the right to use the Software in accordance with **Attachment A** for so long as the CONTRACTOR provides Alarm Management Services to CITY OF WILMINGTON and/or licenses the Software in accordance with the Termination provisions in this Contract.   This license shall apply for the duration of the Contract and any extensions provided for herein or agreed to in writing by the parties. In the event the business relationship with CONTRACTOR is terminated or ended for any reason, CITY OF WILMINGTON's license rights to use the Software shall likewise terminate except as provided for in this Contract, including **Attachment B.**

6. **Modification of the Software**.

    A.   Modifications or adaptations of the Software shall be limited to creating or providing interfaces between the Software and CITY OF WILMINGTON's computer systems required to import or export data in order to implement the Software.

    B.   CITY OF WILMINGTON shall retain a nonexclusive License to use the modified and/or "customized" interfaces with the Software, provided, however, the use of the original Software with such adaptations in any projects other than the management of the Alarm Ordinance shall be subject to additional compensation to CONTRACTOR in an amount and subject to terms to be determined by the parties in writing prior to any such additional use.

7. **Protecting Confidential and Proprietary Information**.

    The proprietary information of both parties, CONTRACTOR and CITY OF WILMINGTON, is and shall remain the valuable intellectual property of each respective party. Except as required by law, neither party shall disclose any such information to any third party for any reason without the express written consent of the other party and shall only use proprietary information for internal purposes to facilitate and assist CONTRACTOR and CITY staff in the administration of the Alarm Ordinance. In addition, the parties shall provide reasonable safeguards to protect their respective software, hardware systems and data from unauthorized intrusion by third parties. Notwithstanding, the parties recognize that the CITY is a government body subject to compliance with Delaware Public Records laws.

    Names, addresses, type of alarm, identification information of any alarm monitoring company, or identification information of any person cited under the Alarm Ordinance shall not be released, exhibited or sold to any third party by CONTRACTOR, except as required by law.

    All data received hereunder shall be made a part of CITY OF WILMINGTON's permanent records and files and preserved therein for a period in accordance with the requirements of Delaware law.

    All alarm related data maintained by the CONTRACTOR shall remain the property of the CITY. If the Contract is terminated for any reason, the CONTRACTOR shall provide such data to CITY OF WILMINGTON on a timely basis in a mutually acceptable, electronic file format.

8. **Reproduction and Copyright**.

    A.   The Software is protected under the Copyright and Patent laws of the United States, and as extended by treaty, with Canada. CITY OF WILMINGTON may not copy, or allow anyone else to copy or otherwise reproduce, any part of the Software without the prior written consent of CONTRACTOR, except to store and/or install a copy of the Software on a storage device, such as a network server, used only to run the Software on other computers over an internal network and except for two copies for back-up or archive purposes.

    B.   CITY OF WILMINGTON may copy any CONTRACTOR provided Software as necessary to its hard disks or other such storage medium to efficiently operate the Software on CITY OF WILMINGTON single-user system, multiple-user system, or network. The Software shall be copied as a whole, and the use of the copies shall be governed by this Contract. All other copying is prohibited.

9. **Limitations on the Use of the Software.**

CITY OF WILMINGTON may not reverse engineer, decompile, or disassemble the Software. The Software is licensed as a single product. Its component parts may not be separated.

10. **Notices of Intellectual Property Rights.**

CITY OF WILMINGTON shall assure that CONTRACTOR's notices of intellectual property (e.g., patent, trademark, and copyright notices) provided by CONTRACTOR, if any, shall remain visible on the Software when displayed electronically, or when output created by it is printed for distribution to persons or organizations outside the normal scope of the Alarm Ordinance.

11. **Payment.**

CITY OF WILMINGTON shall pay the CONTRACTOR for the Services described, in accordance with **Attachment B** ("Payment Terms").

12. **Collection of Fines.**

The CITY shall support the collection of false alarm fees, fines and penalties in accordance with the Alarm Ordinance and at the direction of the Alarm Administrator. If the CITY directs CONTRACTOR to engage a third-party collection organization for delinquent amounts, the CITY shall cause the necessary legislative and administrative procedures to be enacted and/or adopted in order to delegate to the CONTRACTOR the authority to collect the delinquent fees on behalf of the CITY.

13. **Confidentiality of CITY OF WILMINGTON False Alarm Data.**

Any false alarm collection data provided to the CONTRACTOR during the performance of the Alarm Management Services shall be used only in a manner consistent with this Contract, and no false alarm collection data shall be disclosed without the prior written consent of CITY OF WILMINGTON. If such disclosure is compelled or required in any judicial or administrative proceeding, the CONTRACTOR shall, before disclosing such information, first notify CITY OF WILMINGTON and give CITY OF WILMINGTON an opportunity to object to the disclosure.

In the event CITY OF WILMINGTON objects to such disclosure, it shall notify the CONTRACTOR that it will indemnify it, to the extent provided by law, for any costs and expenses incurred, including, without limitation, the cost of reasonable attorneys' fees expended relating to the refusal to disclose such information.

14. **CITY OF WILMINGTON Responsibilities.**

A.   CITY OF WILMINGTON shall cooperate with and assist the CONTRACTOR by providing management decisions affecting startup or provision of the Alarm Management Services within ten (10) business days of receipt of CONTRACTOR's request for a decision, as well as providing personnel, information, approvals, and acceptances in accordance with a mutually-agreed Implementation Plan to be developed by CONTRACTOR and CITY OF

WILMINGTON at the start of the Services. This Implementation Plan will define the detailed tasks and schedule necessary to achieve the following program target milestones:

1) Commence Services implementation activities on the Effective Date;
2) Begin collecting and processing alarm location information within sixty (60) days of the Effective Date; and
3) Begin processing false alarm activations within ninety (90) days of the Effective Date.

The Implementation Plan shall be agreed to in writing by both parties and upon execution by both parties shall be incorporated into this Contract by reference. If factors beyond the CONTRACTOR's control prevent processing of false alarms within the implementation timeline, extension of the implementation must be mutually agreed to and documented via change order.

B.   CITY OF WILMINGTON shall provide the CONTRACTOR with CAD alarm incident Records, appeal records, and necessary historical, non-financial alarm registration and alarm incident information in accordance with the terms of a mutually-agreed implementation plan and in a mutually-agreed electronic format, as necessary and proper, to allow the CONTRACTOR to effectively provide the Services and enforce the Alarm Ordinance.

15. CITY OF WILMINGTON Alarm Administrator.

To facilitate effective communication between CITY OF WILMINGTON and the CONTRACTOR, and in accordance with the Alarm Ordinance, CITY OF WILMINGTON shall designate an Alarm Administrator. The Alarm Administrator shall have the power and authority to make decisions relating to the Services.   A secondary Alarm Administrator will also be designated to act on behalf of the Alarm Administrator when the primary Alarm Administrator is unavailable. The primary and secondary Alarm Administrators shall be designated by CITY OF WILMINGTON. The Alarm Administrator has the authority to waive, void, or modify violation notices and the resulting fine amounts. Any such waiver, modification, or voiding will be communicated to the CONTRACTOR in a written format.

16. Resolution of Disputes.

A.   *Mediation.* In the event of a dispute between the parties concerning any matter arising under this Contract, the parties shall proceed to good-faith mediation of the dispute. The mediation venue shall be City of Wilmington, Delaware. The cost of mediation shall be shared equally.

17. Termination.

A.   *For Convenience.* Either party may terminate this Contract for any reason and at any time by giving at least ninety (90) days' written notice to the other party of such termination and specifying the effective date thereof. If the Contract is terminated by the CITY, the CONTRACTOR shall be paid for any services already performed by sharing in the collections of all amounts billed by the CONTRACTOR through the date of termination. If the Contract is terminated by the CONTRACTOR, the CONTRACTOR shall provide an option for the CITY to transition operation of the alarm program to CITY facilities and staff using the CONTRACTOR's proprietary Software as described in Paragraph 18A.

B.   *For Cause.* Either party may terminate this Contract for cause if the other party does not perform its duties or exercise its responsibilities in accordance with this Contract including the maintenance of the system of fees and fines in effect at the beginning of the Contract period. Upon an event of cause by either party (Non-performing party), the other (Claimant) party shall provide thirty (30) days' prior written notice to the non-performing party that the Contract terms have not been carried out in accordance with this Contract. If the event of cause is not corrected by the Non-performing party to the reasonable satisfaction of the Claimant after the expiration of the aforementioned thirty (30) day cure period (which would commence via a written notice to the Non-performing party), the Claimant may terminate this Contract.

C.   Termination within Initial Two (2) Year Period. If this Contract is terminated by the CITY or its implementation is terminated or postponed by the CITY during the initial two (2) year period, for any reason other than breach by the CONTRACTOR, the CONTRACTOR shall be entitled to receive a prorated share of its initial startup costs as specified in **Attachment B**, in addition to any Service fees owed the CONTRACTOR as described in Paragraph 18 – Rights upon Termination.

18. **Rights upon Termination.**

A.   If the CONTRACTOR is entitled to terminate this Contract or the CITY chooses not to continue the Contract for its convenience, the CONTRACTOR shall offer CITY OF WILMINGTON an option, which must be exercised within thirty (30) calendar days after the Notice of Termination, to continue a conditional, uninterrupted, non-exclusive and non-transferable license to use the proprietary Software as necessary to support and administer CITY OF WILMINGTON's Alarm Ordinance conditional on the payment of one-time transitional service and ongoing annual license, maintenance and support fees at the CONTRACTOR's then prevailing rates.

B.   If CITY OF WILMINGTON terminates this Contract or if the CONTRACTOR terminates for cause, CITY OF WILMINGTON, in addition to payment of false alarm collections owed to the CONTRACTOR based on the CONTRACTOR's billings through the date of termination, shall undertake good faith efforts to collect any Alarm Management Services fees and civil penalties for Ordinance violations billed, but not yet collected, as of the date of termination, in order to pay the CONTRACTOR, all amounts due the CONTRACTOR as a result of efforts engaged in by the CONTRACTOR on CITY OF WILMINGTON's behalf.

C.   In the event that either party terminates this Contract, the CONTRACTOR agrees that all data collected under this Contract is part of CITY OF WILMINGTON's permanent record and that all data, including historical records under the required retention time will be provided to CITY OF WILMINGTON in an agreed upon data format within 30 days of the termination date.

19. **Indemnification.**

A.   The CONTRACTOR shall indemnify, hold harmless, and defend CITY OF WILMINGTON, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting, directly from the CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or breach of the Contract provided that such claim, damage, loss, or expense is not caused by the negligent act or omission or willful misconduct of CITY OF WILMINGTON or its elected and appointed officials and employees acting within the scope of their employment.

This Hold Harmless and Indemnification provision shall in no way be limited by any financial responsibility or insurance requirements except as described in Section 21 and shall survive the termination of this Contract.

B.   In the event that a claim is made against the CONTRACTOR, which arises out of the gross negligence or willful misconduct of CITY OF WILMINGTON or any of CITY OF WILMINGTON's employees, CITY OF WILMINGTON shall indemnify the CONTRACTOR to the extent CITY OF WILMINGTON is liable and authorized to do so under the law.

C.   Any party seeking indemnification shall promptly notify the other party of its discovery of any matter giving rise to a claim of indemnity. For each individual claim, the indemnifying party shall have no obligation to the other or to any third party with respect to any expenses incurred by or on behalf of the other or its assumption of control of the defense of the claim, or with respect to any compromise or settlement made, without the prior written consent of both parties.

20.   **Patent infringement.**

The CONTRACTOR shall indemnify CITY OF WILMINGTON, its elected and appointed officials, officers, employees, agents, and successors in interest from and against all damages and expenses resulting from any infringement action brought against the CONTRACTOR, or against CITY OF WILMINGTON to the extent that any such action is predicated on the use of CONTRACTOR's software, during the term of this Contract. This Hold Harmless and Indemnification provision shall in no way be limited by any financial responsibility except as described in Section 21 and shall survive termination of this contract

21. **Limitation of Liability.**

LIMITED LIABILITY OF SUPERION. SUPERION'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS CONTRACT WILL NOT EXCEED TWICE THE AMOUNT OF FEES COLLECTED IN CONNECTION WITH THIS CONTRACT FOR THE PREVIOUS 12 MONTHS.

EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS CONTRACT FOR ANY (I) LOSS OF USE, DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, OR DIMINUTION IN VALUE, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUPERION HAS AGREED TO THE REVENUE SHARING STRUCTURE AND ENTERED INTO THIS CONTRACT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS

OF WARRANTIES AND DAMAGES SET FORTH IN THIS CONTRACT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

22. **Insurance.**

The CONTRACTOR shall provide and maintain in full force and effect at no additional cost to CITY OF WILMINGTON for the duration of the Contract commercial general liability insurance or comprehensive general liability insurance as follows: 1) a minimum amount of $1,000,000 per occurrence for bodily injury with a minimum amount of $2,000,000 in the aggregate and 2) a minimum amount of $1,000,000 per occurrence for property damage (including contractual liability, premises/operations, products/completed operations, independent contractors, and broad form property damage) with a minimum of $1,000,000 in the aggregate.

The CONTRACTOR agrees that it shall include CITY OF WILMINGTON, its elected and appointed officials, officers, employees, agents, and successors in interest to the CONTRACTOR's liability insurance policies as additional insureds. The CONTRACTOR shall require its insurance carrier or agent to certify that this requirement has been satisfied on all Insurance Certificates issued under this Contract.

Before any work is initiated and before any invoices are paid for work performed under this Contract, the CONTRACTOR shall provide written proof of compliance with the above insurance requirements by delivering to:

> City of Wilmington
> Attn: Department of Finance, Procurement &
> Records Division
> 800 N. French Street, 5th Floor
> Wilmington, DE 19801

a copy of a certificate or certificates of insurance completed by its insurance carrier or agent certifying that minimum insurance coverages as required above are in effect. The CONTRACTOR shall maintain, update, and renew the Certificate(s) for the term of this Contract.

The CONTRACTOR shall provide and maintain in full force and effect at no additional cost to the CITY OF WILMINGTON for the duration of the Contract the following: 1) workers' compensation insurance for all of its employees as required by the laws of the State of Delaware and 2) business automobile liability insurance for bodily injury and property damage as required by the laws of the State of Delaware.

23. **Assignment.**

This Contract shall not be assigned to any third party without prior written consent, which may be withheld in the sole and absolute discretion of either party. A change in ownership of the CONTRACTOR or a purchase of the majority of assets or stock of the CONTRACTOR by another company shall not be considered an assignment of this Contract.

24. **Notices.**

Wherever under this Contract one party is required or permitted to give notice to the other, such notice shall be deemed given when delivered in hand or when mailed, by United States mail, certified, return receipt requested, postage prepaid, and addressed as follows:

In the case of the CONTRACTOR:

Superion, LLC
1000 Business Center Drive
Lake Mary, Florida 32746
Attention: Legal Department

In the case of CITY OF WILMINGTON:

City of Wilmington
Attn: Department of Finance, Procurement &
Records Division
800 N. French Street, 5th Floor
Wilmington, DE 19801

25. **Governing Law.**

The substantive laws of the State of Delaware shall govern this Contract without regard to the law of conflicts. Venue shall be in the appropriate court of City of Wilmington, Delaware. Such actions shall neither be commenced in nor removed to federal court.

26. **Severability.**

If any provision of this Contract is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired.

27. **No Waiver.**

The failure by any party to exercise any right stated in this Contract shall not be deemed a waiver of the right.

28. **Complete Agreement.**

This Contract when signed by both parties sets forth the entire understanding of the parties as to its subject matter, conditions and obligations and may not be modified except by further written agreement.

30. **Independent Contractors.**

In performing the work under this Contract, the CONTRACTOR acts as an independent CONTRACTOR and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance, as well as errors and omissions insurance. The CONTRACTOR, as an independent CONTRACTOR, is obligated to pay federal

and state income tax on moneys earned. The personnel employed by the CONTRACTOR are not and shall not become employees, agents or servants of CITY OF WILMINGTON because of the performance of any work by or under the performance of this Contract.

31. **Cooperative Purchases.**

This Contract may be used by other government agencies. The CONTRACTOR has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the CONTRACTOR and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The CITY will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

32. **Discrimination.**

In the performance of this Contract, the parties agrees that they shall not discriminate or harass, permit discrimination or harassment, against any person because of age, sex, marital status, race, religion, color, national origin or sexual orientation.

33. **Binding Contract.**

This Contract shall bind the heirs, executors, administrators, successors and assigns to the respective parties hereto.

WHEREAS, the individuals representing the parties are both authorized and have executed this Contract effective as of on the date first written above.

ATTEST: **CITY OF WILMINGTON**

By: _____

_____   Michael S. Purzycki, Mayor
Maribel Seijo, City Clerk

ATTEST: **Superion, LLC**

By: _____

_____   **[Authorized Signing Officer]**

_____   _____
[Name and Title – please print]   **[Name and Title – please print]**

ATTACHMENT A

Scope of Services

Purpose

The purpose of this Scope of Services is to describe the duties and responsibilities of Superion, LLC ("SUPERION" or "CONTRACTOR"), and the CITY OF WILMINGTON, DELAWARE ("CITY OF WILMINGTON" or "CITY").

CONTRACTOR Responsibilities

SUPERION Responsibilities

1. At the beginning of the project, electronic conversion/import to SUPERION computer server(s) of any CITY alarm program records required to support the proposed CONTRACTOR services. These records may contain historical CITY alarm business, alarm system location, responsible party and other alarm data previously developed by or for CITY OF WILMINGTON. CONTRACTOR shall obtain this data directly from CITY OF WILMINGTON and relies on the CITY for the accuracy and completeness of any such historical data;

2. Update alarm business, alarm system location and responsible party information and renew permits and alarm registrations in accordance with the CITY Alarm Ordinance ("Alarm Ordinance"). Updated information may be processed by mail, electronically and / or online;

3. Register, renew and bill the registration of alarm systems in accordance with the Alarm Ordinance. Registrations and renewals may be processed by mail, telephone, electronically and / or online. Notices related to registration may be sent by email or mail based on the alarm user contact information maintained;

4. Import daily into the CONTRACTOR's CryWolf® alarm billing system, alarm incident data (in formats prescribed by SUPERION) extracted by the CITY from the CITY OF WILMINGTON TriTech CAD System;

5. Create and host a dedicated, secure (SSL encrypted) CITY OF WILMINGTON Alarm Program website for CITY citizens and businesses to obtain false alarm reduction educational information, review Alarm Ordinance and appeal requirements, access and update alarm account information, and pay alarm fees online if preferred. This website may be linked by the CITY to the CITY website if desired;

6. Initialize, maintain, secure and back-up Program databases including alarm business, alarm system location and incident data; alarm-related financial transactions and accounts receivable information. SUPERION will comply with the provisions of the Alarm Ordinance, and update Program business rules to comply with Alarm Ordinance changes as supported by the SUPERION software;

7. Process false alarm incident data, including the matching of false alarm incidents with the alarm system location database maintained by SUPERION;

8. Bill and correspond with alarm businesses and alarm users in accordance with the Alarm Ordinance provisions. This will include but may not be limited to invoices and delinquent payment notices. A warning notice will be sent to each alarm user on the occasion of the alarm

user's first false alarm immediately preceding the first chargeable alarm incident. Warning notices may be sent by mail, email or other electronic method based on the alarm user's accepted contact method(s);

9. Provide CITY alarm users access to online information on false alarm reduction and Alarm Ordinance requirements to include an Online Alarm School;

10. Answer telephone inquiries from CITY alarm users that are placed to a false alarm program toll-free customer service number established for the CITY;

11. Process fee / penalty payments mailed to and deposited in a nearby CITY-approved bank lockbox and account, and received from other payment channels, e.g. online, as agreed on by SUPERION and the CITY, and apply these payments to alarm accounts;

12. Support alarm hearings and appeals by notifying the CITY of any such appeals, providing a CITY Alarm Program representative with documentation supporting noticing / billing decisions; and updating the system with the disposition of any hearing results;

13. Provide and maintain computer equipment, software, mailing equipment and furniture at SUPERION's Program processing facilities;

14. Provide the CITY secure (SSL encrypted), online, on-demand access to alarm management information and reports including, but not limited to, alarm account transaction history, alarm system information, and financial transactions/balances with format and content specified by the CryWolf® Alarm Management System and the designated Bank, and agreed on between the CITY and SUPERION; and

15. Perform special collection functions as directed and authorized by the CITY such as retaining a third party collection agency or providing delinquent account information to other CITY agencies. To the extent permitted by local law, third-party collection fees will be added to the delinquent amounts.

SUPERION is responsible for all costs of carrying out these responsibilities including, but not limited to, the costs of staff, facilities, equipment, consumable supplies. Only third-party bank and credit card fees, mailing supply costs (paper and envelopes), first class postage, third party collection costs (if any), e.g. collection agency fee, and citizen overpayments, if any, will be shared by the parties through payment from gross collections before revenue sharing.

CITY OF WILMINGTON Responsibilities

1. Appointing a CITY Alarm Administrator ("Administrator") and backup administrator who will be the primary points of contact between SUPERION and the CITY. The Administrator(s) is responsible for overseeing SUPERION's operation of the False Alarm Management Services Program ("Program") and accessing Program information, as needed, via SUPERION provided online access;

2. Requesting or supporting SUPERION's requests of Alarm Companies, as needed, to provide alarm system information;

3. Making any and all decisions about alarm call response, determining whether calls are false alarms, providing any on-scene communication of alarm related information to alarm users, and for entering any alarm related information within the CITY OF WILMINGTON New World CAD/911 system;

4. Extracting false alarm call incident data from the CITY OF WILMINGTON's New World CAD/911 System and transferring this data electronically to SUPERION (via SUPERION's FTP site). The data extraction format will be provided by SUPERION and SUPERION will provide the CITY additional software for automating the daily transfer of alarm incident files to SUPERION;

5. Scheduling, conducting and making appeal decisions for any false alarm hearings;

6. Conducting any general public education programs on false alarms; and,

7. Transferring any and all financial information from the Program generated alarm reports to other CITY OF WILMINGTON financial systems, as needed.

The CITY is responsible for all costs of carrying out the CITY's responsibilities, including, but not limited to the costs of staff, facilities, computer equipment and consumable supplies.

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ATTACHMENT B
PAYMENT TERMS

1. Revenue Sharing Percentage

For the provision of all Services and technology outlined in this Contract, CONTRACTOR shall obtain payment exclusively from the revenues CONTRACTOR helps generate. There shall be no upfront systems development, licensing, conversion, equipment, travel, support or other costs. CONTRACTOR shall purchase, configure, install, and customize all systems and processes CONTRACTOR requires to provide the Services described herein. The CONTRACTOR's Revenue Share is 30%.

The only amounts that shall be paid from the total collected revenue and subtracted from the total collected revenue before the revenue sharing percentages are applied are:

1. Any overpayments by alarm users to be refunded or held for application against future charges, as directed by the CITY;
2. Bank fees charged by the CITY-approved lockbox bank;
3. Correspondence mailing costs (envelopes and paper) including postage (at first class postage rates); and
4. Third-party credit card processing charges, if any.

Any certified mail requirements will be paid from the CITY's revenue share.

The revenue share percentages are based on several assumptions over which the CONTRACTOR has little or no control:

- The Alarm Ordinance fee and fine schedules remain at levels equal to or greater than at the Contract effective date;
- The CITY adopts a fair, but firm approach to granting appeals. Appeals and CITY waived charges are expected to reduce collections by no more than 5% annually; and
- The CITY actively supports enforcement of the Alarm Ordinance, including support of reasonable measures to collect all amounts due for violations of the Alarm Ordinance.
- SUPERION will provide the New World CAD to CryWolf CAD bi-directional interface at no additional cost.

Revenue Share Payment Process

CITY and CONTRACTOR agree as follows:

1. All false alarm related fee collections from any payment method, including but not limited to bank lockbox and online credit card, shall be deposited, as soon as practical, in a False Alarm Bank Account ("False Alarm Account") to be established at a mutually agreeable Commercial Bank;
2. CITY and CONTRACTOR agree to maintain a positive balance of available funds ("Minimum Balance") at all times in the False Alarm Account;
3. At the beginning of each month, CONTRACTOR will reconcile the alarm related deposits for the most recent completed month and report the same to CITY. Upon CITY's

approval, CITY and CONTRACTOR shall authorize and cause the issuance of electronic (ACH) transfers to CITY and to CONTRACTOR as follows:

   a. With regard to the transfer to CONTRACTOR, the amount will be calculated for CONTRACTOR based on the Revenue Share described above. That amount, not to exceed 30% of the revenue collected during the preceding month, shall be transferred to a bank and account authorized by CONTRACTOR; and,
   b. The remaining balance of the revenue collected during the preceding month of no less than 70%, shall be transferred to a bank and CITY account specified by CITY.

4. At the termination of this Contract, any remaining balance shall be transferred to CONTRACTOR and to CITY on the same prorata basis, e.g. 30% and 70% respectively.

5. In addition, CONTRACTOR will continue to collect payments from the lockbox and record such payments for the CITY on an Excel spreadsheet which will be provided to the CITY on a weekly basis for 90 days. At the end of each month, for the 90-day period, CONTRACTOR will reconcile the bank statement and spreadsheet of payments after termination date and CONTRACTOR shall share those payments collected in the lockbox with the CITY and be compensated at 30% for those 90 days of payments collected after termination date.

Delinquent Account Terms
The parties shall define a mutually agreeable process and methods for collecting amounts due from delinquent accounts. If organizations other than the CITY and CONTRACTOR are retained to collect overdue amounts, the parties agree that the collection costs shall to the extent permitted by State of Delaware law be added to the delinquent amounts owed by alarm system users or be borne by the parties on a pro-rata basis by deducting the third party collection fees from the gross third party collections before the revenue shares are calculated.

The CITY Payment Upon Early Termination (Per Paragraph 17C)

If, within the initial two (2) years of the effective date, this Contract is terminated by the CITY for convenience under 17A, or is terminated by CONTRACTOR for cause as defined in Paragraph 17B, CONTRACTOR shall be due a one-time Program Termination fee, not to exceed $24,000.00, to reimburse CONTRACTOR for startup costs. This fee shall be in addition to any other amounts due CONTRACTOR under the Contract. The $24,000.00 shall be amortized (reduced) on a straight-line basis ($1,000 per month) over the initial two (2) year period.

Attachment C

REQUESTS FOR PROPOSALS

1.   Proposals on **City Contract 19018DFPS – ALARM REGISTRATION AND MANAGEMENT SERVICES** – will be received in the Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware, on **FRIDAY, JULY 27, 2018,** at the close of business @ 4:30 p.m.

2.   Proposals must be an original and five (5) copies, sealed in an envelope, and the envelope endorsed **"Proposal for City Contract 19018DFPS – ALARM REGISTRATION AND MANAGEMENT SERVICES"** and addressed to the Department of Finance, Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware.

3.   Any proposal may be withdrawn prior to the schedule time for opening of proposals or authorized postponement thereof. No proposal may be withdrawn within sixty (60) calendar days after the actual opening thereof.

4.   The successful proposer will be required to have or obtain an appropriate business license from the Department of Finance, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.

5.   The successful proposer will be required to withhold City of Wilmington Wage Tax from their employees and withheld taxes paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. This law applies to people living and/or working in the City of Wilmington.

6.   The U.S. Department of Commerce monitors Procurement transaction made to minority business enterprises by the City of Wilmington. The Minority Business Developments Agency's District Office reserves the right to contact the successful minority proposer and/or subcontractor to confirm any participation in the Procurement process.

7.   The successful bidder certifies that they are not listed on the Federal Governmental, Excluded Parties List System (www.sam.gov). This will be verified by the City of Wilmington and if listed may be grounds for rejection of the bid or proposal.

8.   **Award and Execution of Contract**

    A.   **Consideration of Proposals.** Before awarding the contract, a proposer may be required to show that he/she has the ability, experience, necessary equipment, experienced personnel, and financial resources to successfully carry out the work required by the contract.

    The right is reserved to reject any and/or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgement of the department the best interest of the City will be promoted thereby.

    B.   **Award of Contract.** The award of the contract, if it be awarded, must be within sixty (60) calendar days after the opening of proposals to the qualified proposer whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter mailed to the address shown on his proposal that his proposal has been accepted

C. **Cancellation of Award.** The City reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.

9. Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:

A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.

B. Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.

C. Respect employee's voluntary freedom of association.

D. Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.

E. Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.

F. Promote fair competition including respect for intellectual and other property rights, and not offer, pay, or accept bribes.

G. Work with governments and communities in which you do business to improve the quality of life in those communities -- their educational, cultural, economic, and social well-being -- and seek to provide training and opportunities for workers from disadvantaged backgrounds.

H. Promote the application of these principles by those with whom you do business.

Special Note: Effective January 1, 2015, per City ordinance 14-042, all contracts for which competitive bidding is required, minimum wage of $10.10 per hour must be paid to workers in the performance of any contract or subcontract with the City.

ALL QUESTIONS DUE IN WRITING ONE WEEK PRIOR TO THE PROPOSAL DUE DATE.

19018DFPS ALARM REGISTRATION AND MANAGEMENT SERVICES

PRE-PROPOSAL QUESTIONS

Questions about the proposal should be directed to Tina Romano-Austin, City of Wilmington, Division of Procurement and Records, Department of Finance, at tromano@WilmingtonDE.gov, one week prior to the proposal due date.

EXHIBITS AND APPENDICES

The Exhibits and Appendices below are hereby incorporated into and made a part of this Request for Proposal (RFP).

- Exhibit A   False Alarm Ordinance
- Appendix A   Signature Acceptance Page
- Appendix B   Alarm Registration and Management Services References

TERM OF CONTRACT

The term of this agreement will begin on October 1, 2018 through December 31, 2020 and the City shall have the right to renew on January 1, 2021 through December 31, 2022.

19018DFPS ALARM REGISTRATION AND MANAGEMENT SERVICES

SCOPE OF SERVICES

GENERAL SPECIFICATIONS

<u>The Company will</u>:

1. Maintain and manage the City's false alarm billing consistent with the City's alarm ordinance.

2. Install, operate, process, and maintain the Alarm Registration and Management System (ARMS) program in accordance with the transition plan outlined in the Proposal.

3. **Process new applications for alarm permits**

   a. Review of application for completeness and research any information that is missing or incomplete;
   b. Ensure there are no outstanding false alarm fines or fees owed;
   c. Enter permit information into the Alarm Tracking and Billing Systems (ATBS);
   d. Issue permits using the incorporated numbering system from the City of Wilmington Police Department (WPD);
   e. Issue notification of acceptance/denial of the application; and
   f. Process returned checks.

4. **Process renewals**

   a. Monitor the expiration and renewal dates;
   b. Mail notification for permit renewal; and
   c. Ensure ATBS database is updated with renewal information.
   d. No fee for renewal

5. **Provide daily maintenance updates.**

   a. Maintain database of alarm permits;
   b. Provide daily transfer of permit database from the ATBS to the City system;
   c. Receive a daily update of alarm incidents (True and False) from City system to be tracked and billed;
   d. Mail false alarm billing as well as perform collection efforts on returned billings;
   e. Reconcile activity to cash receipts; and
   f. Maintain account receivable database of permit holders with outstanding alarm charges.

6. **Provide all programming requirement of the ATBS**

7. **Generate management reports including the following:**

    a. Daily cash receipts;
    b. Adjustments and
    c. Returned checks.

8. Information concerning to alarm ownership is confidential. The City is the sole owner of this data and considers it proprietary. The Company may not use the alarm database for any purpose outside the scope of the services required under the ATB contract, including other City or Company operations.

9. **Forms, Supplies, and Mailing** – The Company shall be required to supply all of the following items with regard to the administration and operation of the ATB system:

    a. Registration Forms
    b. Permits
    c. False Alarm Notifications
    d. Mailing and Postage
    e. Invoices

10. **Website Access** – The Company shall implement an on-line registration to include but not be limited to the following:

    a. Offer a secure site;
    b. Type and submit applications while on-line;
    c. Download applications from the website;
    d. Verify address information with Master Address File (Drop down boxes are required in web application to eliminate data entry errors. City will provide a list of street direction, street suffix, street type and jurisdiction values to be utilized in the drop-down boxes);
    e. Provide capability for the customer to update any change of address information;
    f. Provide capability for the customer to check on status of their alarm, payments made or required and renewal date;
    g. Provide limited access for monitoring companies;
    h. Generate an acceptance or denial email to applicant including information on status of permit; and
    i. Accept payment online (secure site required).
    j. Website shall provide information on fine structure, police response, appeal process, education issues, and other topics related to the City's alarm ordinance.

11. **Company shall receive cooperation from the City's technology staff for all data processing activity to support the following:**

  a. Daily alarm incidents transferred to the ATB system;
  b. Daily additions, modifications and deletions to the ATB database;
  c. Daily update to City of permit modifications and new permits from the ATB system and quarterly upload of the full database;
  d. Weekly report to the ASC (Alarm Services Center) of any valid addresses that are not in the City's database. This report will include the street number, street name, city and applicant's name; and
  e. Resolve any address discrepancies with alarm companies.

12. **Alarm Permits**

  a. Notify expiring permit holders of upcoming expiration dates.
  b. The permit is valid for twelve (12) months and will be required to renew if the alarm user wants the alarm to remain active. If there is a change in residency or business holder, the Company must provide thirty (30) days written notice of expiration date to permit holder.
  c. Change permit status as directed by WPD.

13. **Provide marketing and communications support**

  a. Provide a maximum of ten thousand dollars ($10,000) funding for marketing and communications support through point of purchase displays, brochure production, false alarm notification stickers and distribution to new and existing permit holders and other support as needed to effectively administer the program.
  b. All Company marketing and communications material are subject to the approval of the City.

14. **Registration**

  a. Information required to register an alarm:
    i. Name;
    ii. Permit holder's address (including suite/apartment number/letter, or some other individual identifier that distinguishes it apart from other locations with similar address);
    iii. Telephone number of the permit holder who will be responsible for the proper maintenance and operation of the alarm system and payment of any fees;
    iv. Type of permitted location (residential or commercial);
    v. Street address of property where alarm is located including apartment number/letter, or some other individual identifier that distinguishes it apart from other locations with similar address;
    vi. Names and telephone number of two (2) contact persons;
    vii. Name of alarm monitoring company;

viii. Name of alarm installation company.

15. **Incident Reporting**

    a. Verify valid permit at time of notification;

    b. No police response (upon notification by alarm company) without current valid permit; and

    c. Federal, state, and local authorities claiming sovereign immunity by law cannot pay penalties.

    d. Incident Costs and limitations table based on the City Ordinance:

Number of False Alarms	Time Frame	Residential	Commercial	Unregistered Systems
First Violation	Within 12 months	No Fine	No Fine	$100.00 for each response
Second Violation	Within 12 months	No Fine	No Fine	
Third Violation	Within 12 months	$100.00	$250.00	
Fourth Violation	Within 12 months	$200.00	$400.00	
Fifth Violation or More	Within 12 months	$250.00	$550.00	

Registration Fees

Time Frame	Users	Contractors	Monitors
Initial Permit Application	$20.00	$50.00	$100.00

Late Fees by Alarm Systems Owners

Time Frame	Users	Contractors	Monitors
Within 30 Days	$25.00	$25.00	$25.00

Note: When Monitor and Contractor are the same company, the fee is $100.00.

    e. False alarms will be tracked on a continuous twelve (12) month basis from the date on which the permit was issued.

16. **Additional Ordinance Provisions**

    a. Alarm system owners must register their alarms (auto, fire, and medical alarms are excluded);

    b. There will be only one (1) permit issued for one (1) address no matter the number of structures present;

    c. Local, state, and federal buildings will be required to register. These registrations do not require a fee;

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Page 5 of 32

d. The permit or permit number cannot be transferred to another person.
e. The alarm user is required to notify the Company or designee of any change that alters any information listed on the permit application.

17. **Technical Specifications** – Overview of Requirement for System Operations and Services.

   a. The Company shall maintain all master file and detail transactions on the proposed ATB system developed. The Company's system shall accommodate easy "user friendly ad hoc inquiry." The system shall permit the designated City personnel to have full access to modify, update, and analyze any records on the system.
   b. A daily update is envisioned to provide the necessary data exchange between the systems. City's staff will require on-line terminal access to the ATB system for inquiry and update purposes. The update shall include:
      i. Data modifications, additions, deleted date, and any other pertinent information requested by City.
      ii. Permit Issuance/Renewal Suspension.
   c. The Company shall provide City with alarm permits in a format specified by City. City reserves the right to change the format, though will consult in advance with the Company to ensure a successful transition and minimize service interruptions.
   d. City shall provide advance notice in writing to Company when changes to the system are expected.

18. **The Company shall capture the following information in relation to file:**

   a. Applicant/permit holder;
   b. Permit number;
   c. Site, city and address within City (including suite/apartment number/letter), or some other individual identifier that distinguishes it apart from other locations with similar addresses;
   d. Type of property (residential or commercial);
   e. Business Name;
   f. Owner's Name;
   g. Telephone number;
   h. Name of alarm monitoring company; and
   i. Name of alarm installation company.

19. **The Company shall maintain the following critical dates:**

   a. Permit issue date and renewal date
   b. Permit suspension date(s) and all offenses associated with the permit.
   c. Permit reinstatement date.

20. **Account Management** – The Company shall identify and maintain the following account types:

    a. Permit Holder; and

    b. Privately owned and maintained, non-permit holders, panic and/or hold-up alarm (tracking purposes only).

21. **Database Management**

    a. The Company and the City will coordinate the GEO database transfer and layout interfaces during implementation. These data and transport media shall remain the proprietary property of City of Wilmington, Delaware;

    b. The Company shall maintain reasons for denial of issuance of a permit for example: Application incomplete, misleading or false;

    c. Applicant/permit holder has unpaid charges/fees;

    d. The Company shall upload existing alarm permits;

    e. The Company shall have the system set aside a permit/invoice when an appeal has been sent to City.

    f. The Company shall generate a new invoice for an existing fine after City has heard and denied an appeal. This would reset the thirty (30) days for an overdue payment;

    g. The Company shall notify the permit holder of accepted or denied application;

    h. The Company" shall generate suspension notices based upon reasons provided by City;

    i. The Company shall recalculate the number of alarms and amount owed after City sends in a call change;

    j. The Company shall maintain historical information on permit issuance, renewal, suspension, and reinstatement on each property for a twenty-four (24) month period;

    k. The Company shall maintain current permit status information;

    l. The Company shall maintain incident count (true and false) information on each permit;

    m. The Company shall provide cross-reference capabilities between permit holder name, address, permit number, and invoice number;

    n. The Company shall perform "soundex" search on permit holders and addresses;

    o. The Company shall print in a format to be determined during implementation;

    p. The Company shall track alarms not reported by alarm monitoring companies (audible alarms); and

    q. The Company shall generate and mail a "false alarm notification" to the permit holder for every occurrence.

22. **Incident Record Keeping** – The Company shall maintain a table of incident criteria including:

    a. Permit holder, number of incidents;
    b. Non-permit owner (name and address);
    c. c. Number of false alarms before first suspension; and
    d. d. Number of false alarms for second suspension.

23. **System Interface** – The Company shall interface with the Police Department's system in a manner to be defined during implementation.

24. **Accounts Receivable and Billing** – The Company shall be responsible for the following:
    a. Capture the following additional data for establishment of an account for billing purposes:
        i. Permit number (account number); and
        ii. Billing name and address (if different).
    b. Maintain an active/inactive flag. This will prevent a renewal notice being generated on permits, which have been resolved.
    c. Determine false alarm charge based on the following:
        i. Numerical incident within 12 month period;
        ii. Type of incident; and
        iii. Category of alarm permit holder (residential/commercial).
    d. Generate billings for alarm charges which include the following information:
        i. Past amount due
        ii. Payments made
        iii. Adjustments
        iv. Invoice Date
        v. Invoice Number
        vi. City (CAD) incident number
        vii. Type of Incident
        viii. Resource/description
        ix. Time/date received
        x. Show all incidents and their associated charges during the current billing period including "Waived Calls"
    e. Provide balance forward capability on billings.
    f. Waive fees and make appropriate adjustments to the total count only after requested by City.
    g. Input miscellaneous charges on an account directly to the accounts receivable system (i.e., returned check charge).
    h. Incorporate skip tracing procedures on returned billings.

25. Collections

    a. Input cash receipts and indicate which charges/fees to apply payment; Apply partial payment on collection of charges only;

    b. Process returned checks;

    c. Process cash receipts the same day as received;

    d. Accept Credit Card payments on line;

    e. State clearly what goes to our percentage of forgiven fines in the event a call was mislabeled/cleared incorrectly;

    f. In the case of a conversion, accurately move all information to the new system, and ensure that permits are not to be placed into an inactive file.

    g. The City reserves the right to assign past due accounts to the contractor or not.

26. Reports – Generate at least the following reports

    a. Listing of permits by number, name, address, alarm company, and police district;

    b. Listing of permit counts in all categories;

    c. Listing of outstanding charges;

    d. Listing of cash transactions per day (or by any specific dates) including; cash received by billing type, account adjustments, and returned checks;

    e. Deposit report for weekly/monthly collections;

    f. Monthly alarm roster that includes a detail of incidents generated by alarm company;

    g. An incident exception report generated during daily incident update process from City's system including non-permit holder incidents and type codes other than true or false

    h. Provide reports in both alpha and permit number order;

    i. Monthly report to list the receivable balance: and

    j. End of fiscal year detailed report of all outstanding receivables.

    k. A six (6) month report that includes the number of registered users, number of monitors, number of providers, total fees collected, and other statistics as mutually agreed by the parties during implementation.

27. System Attributes

    a. System Availability – The system should be available twenty-four (24) hours a day, seven (7) days a week.

    b. Back-Up Systems Disaster Recovery – The Company shall provide a disaster recovery plan to be approved by City. The Company upon concurrence shall implement the approval plan. The Company shall be required to keep back-ups of data and have secure off-site storage approved by City.

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Page 9 of 32

28. **Production Control**

a. Transfer of data/process schedule: Alarm incidents shall be captured by City's system over the twenty-four (24) hour period from midnight to midnight. City's system will transfer this data to the Alarm Monitoring system no later than 8:00 a.m. the following day.

b. The Company shall transfer a skeleton version of the entire permit database (if required) that includes, but is not limited to, the new incident count and status of each account. This data shall be delivered to the City's FTP site no later than 8:00 p.m. the same day, providing a maximum window of twenty-four (24) hours to process the incidents.

c. It will be the Company's responsibility to accommodate all data transfers by file transfer protocol (FTP) or other method by mutual agreement.

d. Delivery of Outputs - Daily reports shall be delivered electronically to City by mutually agreed upon time each day. Monthly reports shall be delivered no later than seven (7) working days after the end of the month.

29. **Assistance on Contacts**

a. User Support: The Company shall provide contact for daily assistance in each area of responsibility including user support, systems support, and operations support.

b. The Company shall provide on-site training of City personnel with reasonable notice upon request.

30. **Response to Citizen Inquiries and Requests**

a. The Company shall provide a customer support center through a toll-free or local number to answer citizen telephone inquiries between the hours of 8:30 a.m. EST/EDT and 5:00 p.m. EST/EDT, Monday through Friday, (excluding holidays recognized/specified by the City of Wilmington).

b. The Company shall provide personnel to answer basic questions from persons billed, such as billing, address correction, and whom to contact at City for further questions. The Company shall provide telephones, space, and all other requirements to perform this task.

c. The Company shall provide a separate toll free or local number and contact for City personnel.

31. System Access Authority Change

a. The Company shall maintain a level of security, which ensures only authorized personnel to have access to the ATBS. All changes to the system access shall be provided to the Company in writing.

b. It shall be the responsibility of the Company to control and ensure that only appropriate Company personnel have access to the ATB system. City may require the Company to provide a list of all users who have access. Information provided to the Company may not be used for any purpose, other than the operation of the ATB system on behalf of City, without the express written permission of City. Unauthorized use of this information may result in cancellation of this contract.

32. Application Program Installation

a. The Company shall be responsible for the development, programming, testing, training, and installation of the ATB system.

b. Test results demonstrating proper functionality of the ATB system shall be presented and reviewed with City's designated technology representative for sign-off and approval.

c. External interfaces between City and the Company shall be tested and accepted prior to commencement of services.

33. Documentation

a. The Company shall be responsible for maintaining appropriate systems documentation including program listings and file layouts. The Company shall produce documentation for review upon City's request.

b. The Company shall provide appropriate end-user documentation, which includes, screen input, processing schedules, and report examples.

34. Enhancements

a. Enhancements may be requested by City as required. Expected turnaround of enhancement requests shall be determined by urgency (i.e., ordinance change). Therefore, input is requested from the Company relative to the methods and pricing for the enhancements requests.

b. Enhancements may be requested due to but not limited to the following: Ordinance changes; changes to the file layout, annexations, street name changes, processing, and identified improvements in the system from users.

35. City Responsibilities

Notwithstanding any other responsibility or requirement of the City set forth in this Agreement.

The Department of Finance will coordinate all communication between the Company and all other parties who are authorized to act on behalf of the City.

36. Insurance

The contractor shall obtain at its expense, at a minimum, insurance coverage as set forth below within ten (10) days of contract award, send a duplicate copy of the insurance policies to the City, and keep such insurance in force throughout the contract period. All insurance provided by the Contractor as required in this section, except comprehensive automobile liability insurance, shall set forth the City as an additional insured. All insurance shall be written with responsible companies licensed by the State of Delaware with a duplicate copy to be sent to the City within ten (10) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the City prior to their termination.

a. *Public Liability and Property Damage Insurance:* Insurance against liability for personal and bodily injury and property damage in the amount of $1,000,000 for each individual and $2,000,000 in the aggregate (liability) and $1,000,000 (property).

b. *Workers' Compensation:* The Contractor shall carry Workers' Compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement. The Contractors shall agree to comply at all times with the provisions of the workers' compensation laws of the State of Delaware.

c. *Comprehensive Automobile Liability Insurance:* The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by laws of the State of Delaware.

37. Employment Provisions

Goal Statement for Disadvantage Business Participation

In order to expand opportunities and insure fair participation for disadvantaged individuals and businesses in its professional services contracts, the City has set a goal off 10% Disadvantaged Business Enterprise (DBE) participation for its procurement of services.

Questions regarding the DBE program should be directed to the Office of Economic Development Office at 302-576-2130.

38. References

Service Providers shall include with the response to this RFP, five (5) references from contracts similar in size and scope of services to those outlined in Scope. References shall be from existing contracts and shall include the following information: company name, company address, contact name, contact phone number, and contact fax number. References should be listed on Appendix "A" titled Alarm Registration and Management Services References.

39. Pricing

Vendors shall submit their price proposal that will be paid to the City of Wilmington.

40. Evaluation Criteria

     a. Price proposal;
     b. Experience, resources, financial resources and references;
     c. Ability to register and track all permits based on the RFP;
     d. Ability to provide required reports to Wilmington Department of Police;
     e. Ability and ease of web access for Alarm users and the City of Wilmington personnel;
     f. Ability to convert data provided by Wilmington Department of Police;
     g. Ability to flag account per ordinance; and
     h. Location of firm

ALARM REGISTRATION AND MANAGEMENT SERVICES

19018DFPS

APPENDIX A

SIGNATURE/ACCEPTANCE PAGE

Name of Company

Address

Telephone No.   Fax No.

Authorized Signature   Federal Tax I.D. No.

Printed Name   Date

Email/Website

Sales Representative

ALARM REGISTRATION AND MANAGEMENT SERVICES

19018DFPS

APPENDIX B

ALARM REGISTRATION AND MANAGEMENT SERVICES REFERENCES
(PLEASE TYPE OR PRINT A SUMMARY OF YOUR RESPONSE BELOW)

Reference One Company Name	
Reference One Contact Name	
Reference One Phone Number	
Reference One Fax Number	
Reference Two Company Name	
Reference Two Contact Name	
Reference Two Phone Number	
Reference Two Fax Number	
Reference Three Company Name	
Reference Three Contact Name	
Reference Three Phone Number	
Reference Three Fax Number	
Reference Four Company Name	
Reference Four Contact Name	
Reference Four Phone Number	
Reference Four Fax Number	
Reference Five Company Name	
Reference Five Contact Name	
Reference Five Phone Number	
Reference Five Fax Number	

ALARM REGISTRATION AND MANAGEMENT SERVICES

APPENDIX C

SUBSTITUTE NO. 1 TO ORDINANCE 06-042

AN ORDINANCE TO AMEND CHAPTER 10 OF THE CITY CODE TO REPLACE THE EXISTING ARTICLE II "ALARM SYSTEMS" WITH THE ADOPTION OF A NEW ARTICLE II "FALSE ALARMS."

WHEREAS, the Wilmington Police Department responds to over fourteen thousand

(14,000) alarms each year; and

WHEREAS, these false alarms place a drain on the resources of the police

department without consequences to the property owner; and

WHEREAS, certain council members, along with the police department, have

reviewed the provisions of the City Code regarding alarm systems and have proposed

revisions to enable the city government to handle false alarms efficiently and to provide

quality service to its citizens; and

WHEREAS, this City Council deems it necessary and proper to adopt provisions in a

new City Code Chapter 10 Article II, "False Alarms".

THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. Chapter 10 of the City Code is hereby amended by deleting Chapter 10

in its entirety (the provisions of which are set forth in Exhibit "B") and adopting a new

Chapter 10 as set forth in the document attached hereto and made a part hereof as Exhibit

"A", entitled "False Alarms", copies of which shall be on file in the City Clerk's office and

which shall constitute and be codified as Chapter 10 Article II, "False Alarms" of the City

Code.
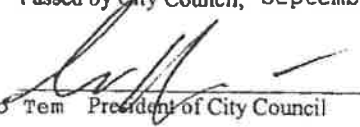
SECTION 2. Severability. The provisions of this Ordinance are declared to be

severable in accordance with the provisions of Wilm. C. §1-9 which reads as follows: It is

hereby declared to be the intention of the city council that the sections, paragraphs, sentences,

clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional or invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

SECTION 3. This ordinance shall become effective on January 1, 2007 upon its passage by City Council and approval of the Mayor.

First Reading.........June 1, 2006
Second Reading......June 1, 2006
Third Reading........September 21, 2006

Passed by City Council, September 21, 2006

Pro Tem   President of City Council

ATTEST: _____
City Clerk

Approved as to form this *19⁴⁴*
day of *September,* 2006

_____
City Solicitor

Approved this 25ʸ day of Sept , 2006

_____
Mayor

SYNOPSIS: This Ordinance amends Chapter 10 of the City Code to replace the existing article II "Alarm Systems" with the new article II "False Alarms".

Exhibit "A"

Article II, "False Alarms"

Section 10- 36. Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

a) <u>Alarm system</u>. A device or series of devices that emits, transmits, or relays:
   i) an audible, visual, or electronic alarm signal that is electronically programmed to cause contact with or summon police;
   ii) an audible or visual alarm system that is intended to elicit a police response at the alarm system user's property when activated.

b) <u>Alarm system does not include</u>:
   i) telephone lines used to carry alarm systems; or
   ii) any device installed in a vehicle, as defined in the Delaware Motor Vehicle Law.

c) <u>Contractor</u>. Any person engaged in the business of installing, maintaining, altering, inspecting, administering, selling, or servicing alarm systems.

d) <u>False Alarm</u>. Any alarm system that:
   i) results in a police response to the user's property; and
   ii) for which no evidence is found, after reasonable investigation, of any criminal activity, property damage, or medical emergency that would justify a police response.

e) <u>False alarm does not include</u>:
   i) an alarm system that is cancelled by the monitor before a responding police officer arrives at the alarm location; and
   ii) an alarm signal that occurs within thirty (30) days from the original installation of the alarm system.

f) <u>Hold-up alarm</u>. A silent alarm system that is manually activated to signal robbery in progress.

g) <u>Monitor</u>. A person engaged in the business of monitoring alarm systems for the purpose of reporting alarm system's activity to the Police Department.

h) <u>Panic Alarm</u>. An alarm system that is activated by an individual on or near the premises to alert others that a robbery or other crime is in progress.

i) <u>Person</u>. An individual, a receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind; or a partnership, firm, association, corporation, or other entity of any kind.

A-1

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(W0059585X920B6) (005).DOC / 6/21/201819

Page 19 of 32

j) <u>User</u>. Except as specified in paragraph (k) of this subsection, a user is the owner or lessee of any alarm system; the owner or lessee of any dwelling unit, place of business, or other premises that has been equipped with alarm systems; or any person that uses an alarm system.

k) <u>User does not include</u>: the owner or manager of a multi-tenant building with respect to any alarm system used solely by a tenant of that building.

l) <u>Alarm administrator</u>: a person or persons designated by the City of Wilmington to administer, control and review the reduction efforts and administer the provisions of this Article. The alarm administrator shall coordinate police protocols through the Chief of Police or his designee in the application of this Article.

Section 10-37. Regulation

An Alarm administrator is a person or persons designated by the City of Wilmington to administer, control and review the reduction efforts and administer the provisions of this Article. The Alarm Administrator shall be retained by the enactment date of this legislation

Section 10-38. Registration

a) <u>Contractor</u>. An alarm system contractor must register with the Alarm Administrator before undertaking to install, maintain, alter, administer, sell, or service any alarm systems in the City of Wilmington. A $50.00 non-refundable registration fee must be paid with each registration form. The contractor registration must be renewed annually.

b) <u>Monitors</u>. An alarm system monitor must register with the Alarm Administrator before undertaking to monitor any alarm system in the City of Wilmington. A $100.00 non-refundable registration fee must be paid with each registration form. The monitor registration must be renewed annually.

In the event the monitor and contractor are the same company, then only the monitor registration fee shall be paid.

c) <u>Users</u>. An alarm system user must register with the Alarm Administrator before the user's alarm system causes contact with or results in a police response at the user's property. A $20.00 non-refundable registration fee must be paid with each registration form. The alarm system registration must be renewed annually.

d) Registration does not apply to fire, car or medical alert alarm systems.

e) Failure of any alarm systems contractor and/or monitor to register with the Alarm Administrator shall prevent the contractor and/or monitor from obtaining a City of Wilmington business license.

Section 10-39 Notices and Reports.

a) <u>Notice to user</u>.

A-2

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Page 20 of 32

1) any person who sells or leases an alarm system must post conspicuously in that person's place of business a copy of a user's obligation to register under this article.

2) if a sale or lease transaction occurs outside the person's place of business, or if the person does not maintain a place of business in a commercial establishment, this notice must be provided to the user, in writing before activation takes place.

b) Report to the Alarm Administrator- unmonitored systems.
1) if the person selling or leasing an alarm system is not under contract to monitor that system, the person must report the transaction to the Alarm Administrator.
2) This report must be made within five (5) business days of the sale or lease and contain the user's name, address and telephone numbers, the make and model of the system, and any other information that the Alarm Administrator requires.

c) Report to the Alarm Administrator – monitored systems
1) Each monitor doing business in the City must provide the Alarm Administrator with an annual report and a monthly update of all users in the City to whom the monitor is currently providing services in a manner designated by the Alarm Administrator.

2) This report must be made at the time the Alarm Administrator requires and contain each user's name, address and telephone number; and any other information the Alarm Administrators requires.

Section 10-40. Unregistered Users

a) Prohibited Conduct. It is unlawful for the alarm system of any unregistered user to cause contact with or summon City police. For purposes of the penalties imposed by this article, each event that causes contact with or summons the police constitutes a separate offense.

b) Monitor to report activation. Any alarm system monitor who detects an alarm system from an unregistered alarm system user or location shall report the activation to the Alarm Administrator in writing within five (5) business days of the detection.

Section 10-41. Duties and responsibilities
Alarm User
a) An alarm user shall:

1) maintain the alarm site and the alarm system in a manner that will minimize or eliminate false alarms;

A-3

2) make every reasonable effort to have a responder to the alarm's location within thirty (30) minute when requested by a law enforcement authority order to:

      i. deactivate an alarm system;

      ii. provide access to the alarm site; and/or

      iii provide alternative security for the alarm site.

3) activate an alarm system only for its intended purposes.

b) An alarm user shall adjust the mechanism or cause the mechanism to be adjusted so that an alarm signal audible on the exterior of an alarm site will sound for no longer than ten (10) minutes after being activated.

c) An alarm user shall have a licensed company inspect the alarm system after the occurrence of four (4) false alarms in any twelve (12) month period. The alarm administrator may waive a required inspection if he or she determines that a false alarm(s) could not have been related to a defect or malfunction in the alarm system.

d) An alarm user shall not use automatic voice dialers.

e) An alarm user shall maintain, at each alarm site a set of written operating instructions for each alarm system.

Alarm Installer

a) the alarm installation company shall provide written and oral instructions to each of its alarm users on the proper operation of their alarm system. Such instructions shall specifically include all the instructions necessary to turn the alarm system on and off and to avoid false alarms.

b) An alarm installation company shall not use automatic voice dialers.

c) After completion of the installation of an alarm system, an alarm installation company employee shall review with the alarm user a false alarm prevention checklist approved by the Alarm Administrator.

Monitoring Company

a) A monitoring company shall:

    1) report alarm signals by using telephone numbers designated by the Alarm Administrator;

    2) verify every alarm signal with an initial and secondary call to the site of the alarm, before requesting a law enforcement authority response to an alarm system signal by calling the site of the alarm, except for any panic, duress or holdup robbery alarm activation;

A-4

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Page 22 of 32

3) communicate alarm dispatch requests to law enforcement authority in a manner and form determined by the Alarm Administrator;

4) ensure that all users of the alarm systems equipped with a duress, holdup or panic alarm are given adequate training as to the proper use of the duress, holdup or panic alarm;

5) communicate available information about the location of all alarm signals related to the alarm dispatch request;

6) communicate the type of alarm activation (silent or audible, interior or exterior);

7) provide an alarm user registration number when requesting law enforcement dispatch;

8) after an alarm dispatch request, promptly advise law enforcement authority if the monitoring company knows that the alarm user or the responder is on the way to the alarm site;

9) attempt to contact the alarm user responder within 24 hours, via mail, fax telephone or electronic means when an alarm dispatch request is made; and

10) upon the effective date of this Article, monitoring companies must maintain for a period of at least one (1) year from the date of the alarm dispatch request, records relating to the alarm dispatch requests. Records must include the name, address, and telephone number of the alarm user, the alarm system zone(s) activated, the time of the alarm dispatch request and evidence of an attempt to verify. The Alarm Administrator may request copies of such records for individually named alarm users. If the request is made within sixty (60) days of the alarm dispatch request, the monitoring company shall furnish requested records within three (3) business days of receiving the request. If the records are requested between sixty days (60) and one (1) year after the alarm dispatch request, the monitoring company shall furnish the requested records within thirty (30) days of receiving the request.

b) An alarm system installation company and/or monitoring company that purchases alarm system accounts from another person shall notify the Alarm Administrator of such purchase and provide details as may be reasonably requested by the Alarm Administrator.

Alarm administrator
a) The alarm administrator shall:
1) designate a manner, form and telephone number for the communication of alarm dispatch requests; and

A-5

2) establish procedure to accept cancellation of alarm system dispatch requests;

b) The alarm administrator shall establish a procedure to record such information on alarm dispatch requests necessary to permit the Alarm Administrator to maintain records, including, but not limited to, the information listed below:

1) identification of the registration number for the alarm site;

2) identification of the alarm site;

3) date and time alarm dispatch request was received including the name of the monitoring company and the monitoring operator name and number;

4) date and time of law enforcement authority arrival at the alarm site;

5) zone and zone description, if available;

6) weather conditions;

7) name of the alarm user's representative at the alarm site, if any;

8) identification of the responsible alarm installation company or monitoring company;

9) if the law enforcement authority was unable to locate the address of the alarm site; and

10) cause of the alarm signal, if known.

c) The Alarm Administrator shall establish a procedure for the notifying the alarm user of false alarms. The notice shall include the following information:

1) the date and time of the law enforcement authority response to the false alarm; and

2) a statement urging the alarm user to ensure that the alarm system is properly operated, inspected, and serviced in order to avoid false alarms and resulting fines.

d) The Alarm Administrator may require a conference with an alarm user and the alarm installation company and/or monitoring company responsible for the repair or monitoring of the alarm system to review the circumstances of each false alarm.

e) The Alarm Administrator may require an alarm user to remove a holdup alarm that is a single action, non-recessed button, if a false holdup alarm has occurred.

A-6

f) The Alarm Administrator shall provide to the City an annual report stating the number of false alarms, the number of cancellations, total fines collected and any additional information requested by the City of Wilmington.

Section 10-42. False Alarm Fees.

a) User responsible. The user of an alarm system is responsible for payment to the City of the false alarm fees imposed under this section. For purposes of this section, two (2) or more false alarms that occur within the same calendar day as the result of a single event are considered a single false alarm.

b) Fee Schedule. After two (2) false alarms in any twelve (12) month period, a false alarm fee is imposed for each false alarm based on the following fee schedule:

False Alarms within 12-month period fees:

	Resident	Commercial	Unregistered systems
1st	No fee	No fee	$100.00 for each response.
2nd	No fee	No fee	
3rd	$100	$250	
4th	$200	$400	
5th or more	$250	$550	

c) An alarm system that is cancelled by the monitor before a responding law enforcement authority arrives at the alarm location is not a considered a false alarm subject to the fees listed within this section.

d) Waivers. The Alarm Administrator must waive one (1) false alarm fee if the alarm system user has the alarm system inspected by a registered contractor or monitor and obtains from the contractor or monitor a certification that the alarm system has been inspected and is functioning properly. If a false alarm fee is waived under this section and the user is subject to a subsequent false alarm fee, the subsequent fee will be assessed as if the previous fee had not been waived.

e) Appeals. An alarm system user may appeal any false alarm fee to the Alarm Administrator or his designee, in writing with accompanying documentation demonstrating why the false alarm fee should be rescinded within ten (10) days of receiving the false alarm fee notice.

f) Exception. Senior citizens age 65 or older shall be exempt from false alarm fees.

g) Late Fee. A late fee of $25.00 shall be assessed for any false alarm fee that is not paid within thirty (30) days of the Alarm Administrator notice that the false alarm fee has been imposed or if a timely appeal has been made within thirty (30) days of the final decision of that appeal. If the false alarm fee is not paid within ten (10) business days of the notice that

A-7

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Page 25 of 32

the late fee has been imposed, the Alarm Administrator must notify the Police Department and may place the user's alarm on no-response status, as provided in this section.

h) Warning of no-response status. After a 6th false alarm within a twelve (12) month period, the Alarm Administrator shall send a warning notice by certified mail, return receipt requested, to the user with a copy by regular mail to the monitor. The notice must state that a 6th false alarm has occurred; if seven (7) or more false alarms occur within any twelve (12) month period, the user's alarm system will be placed on no-response status; reinstatement may only be obtained on written application to the Alarm Administrator and Chief of Police.

Section 10-43. No-response status

a) No response status is defined in this section to mean that, except for hold up alarms or panic alarms, the police will not be dispatched to investigate an alarm signal.

b) When required, an alarm system will be placed on no-response status if, after a warning notice has been sent in accordance with this article, the alarm system has had seven (7) or more false alarms in any 12-month period. The Alarm Administrator may reinstate the alarm system if the user applies in writing for reinstatement and the Alarm Administrator finds that the alarm system has been repaired, upgraded, or replaced and the cause of the false alarms has been corrected.

c) The Alarm Administrator may place an alarm system on no-response status if the alarm system user has made any false statement of material fact in the user's registration application, or if the user's registration is revoked, or the user fails to pay a timely fee imposed under this article.

d) This section does not apply to financial institution alarm sites.

Section 10-44. Automatic dialers prohibited.

No contractor, monitor, or user may install, operate, or maintain any device that on activation of an alarm system sends a pre-recorded message or coded signal to the Police Department or to any other City offices.

Section 10-45. Government Immunity

a) Nothing herein shall

1) preclude law enforcement authority from responding to duress, holdup or panic alarms, calls describing emergencies or crimes in progress , or routine calls for service;

2) limit law enforcement authority from issuing civil violation notices for false alarms; or

3) be construed to create a duty to respond in any circumstances where such a duty does not exist pursuant to the statutory or common law of Delaware.

A-8

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Page 26 of 32

b) Alarm registration is not intended to, nor will it create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration, the alarm user acknowledges that law enforcement response may be influenced by factors such as: the availability of police units, priority of call, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

c) All information contained in and gathered through the alarm registration applications shall be held in confidence by all employees or representatives of the City of Wilmington and by any third party Alarm Administrator or employees of a third-party administrator with access to such information.

A-9

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Page 27 of 32

Exhibit "B"

Article II, "ALARM SYSTEMS"

C:\USERS\TROMANO WILMINGTON\DOCUMENTS\19018DFPS ALARM REGISTRATION AND MANAGEMENT SERVICES
(W0059585X920B6) (005).DOC / 6/21/201828

Page 28 of 32

II. ALARM SYSTEMS*

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*Cross references: Businesses, Ch. 5.

Sec. 10-36. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alarm system means any system which automatically or electronically notifies an alarm vendor or other responsible party of suspected criminal activity and that alarm vendor or responsible party thereupon notifies the police department; or any alarm system which automatically or electronically sounds an alarm at the location of suspected criminal activity and thereupon the owner, tenant or other person to be protected by the system or acting on behalf of such person notifies the police department or a direct telephone alarm system.

Direct telephone alarm system means an alarm system which automatically or electronically dials the police department communications center and plays a message reciting the location of the suspected criminal activity, or, a system which is connected with a terminal located in the police department communications center and there sounds an alarm.

False alarm means an alarm signal eliciting notification to and a response by the police department when a situation requiring a response by the police department does not in fact exist, but does not include an alarm signal caused by violent conditions of nature or other extraordinary circumstances not reasonably subject to control by the person responsible for maintaining the alarm system and such conditions or circumstances shall be an affirmative defense to be proved by a preponderance of the evidence.

(Code 1968, § 39-74(f); Ord. No. 92-053(sub 1), § 1(e), 7-2-92)

Cross references: Definitions and rules of construction generally, § 1-2.

Sec. 10-37. Enforcement.

Prosecutions pursuant to the provisions of this article, under sections 10-39 and 10-40 regarding registration and duty to respond, may be initiated by summons and the person or entity so charged shall have the option of paying the minimum fine applicable to the offense charged at the office of the clerk of municipal court without appearing in court. For purposes of this article, the payment of a minimum fine without appearing in court shall be deemed to be a conviction for an offense. Monitoring of compliance with section 10-41 shall be carried out by the police department and citations issued thereunder shall be construed to be of a civil nature and not of a criminal nature, having as their consequence the imposition of service charges and not criminal penalties as a matter of legislative intent.

(Code 1968, § 39-74(g))

B-1

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Page 29 of 32

Sec. 10-38. Avoidance of false alarms.

Each person who controls, leases, operates, owns, possesses, rents or services one or more burglary and/or robbery alarm systems in one or more buildings within the city shall be responsible to maintain such system in a manner such as to minimize the number of incidents of false alarm. The police department, through the crime prevention division, shall monitor the frequency of false alarms and make such periodic reports as deemed necessary by the chief of police.

(Code 1968, § 39-74(a); Ord. No. 92-053(sub 1), § 1(e), 7-2-92)

State law references: Falsely reporting an incident, 11 Del. C. § 1245.

Sec. 10-39. Registration.

It shall be the duty of each party responsible for maintenance of an alarm system under this article to register each alarm system located in the city with the police department, crime prevention divisions on forms approved by the chief of police. Such registration form shall include the name of the person for whom the alarm system has been installed, the location and type of alarm system, and the telephone number and name of a designated person or persons who can be contacted 24 hours per day if an alarm is sounded. Any person or entity violating the provisions of this subsection by failing to register shall, upon conviction, be fined not less than $25.00 nor more than $100.00 for each violation.

(Code 1968, § 39-74(b); Ord. No. 92-053(sub 1), §§ 1(e), 26(w), 7-2-92)

Sec. 10-40. Duty to respond.

After the receipt of a completed registration form for an alarm system, naming therein a person designated to respond at the location of alarms, it shall be the duty of such designated person or persons to respond to the location of the alarm system within one hour of notification by the police department that an alarm has been sounded. In exceptional circumstances, the police department may extend the response time allowed hereunder, but such extension shall not be for more than one additional hour. Any designated person who upon notification by the police department fails to respond to an alarm within the time period specified or otherwise allowed shall, upon conviction, be fined not less than $25.00 nor more than $100.00 for each violation.

(Code 1968, § 39-74(c); Ord. No. 92-053(sub 1), § 1(e), 7-2-92)

Sec. 10-41. Maintenance.

Any party responsible for maintenance as enumerated in section 10-38, such maintenance to be monitored by the police department, shall be strictly responsible for and subject to:

> (1) A warning by the chief of police or any police officer acting in his behalf by ordinary mail to the responsible party's address or to the premises on which the alarm system is located following the occurrence of five incidents of false alarm within any period not exceeding 31 days.

> (2) Upon the issuance of a citation by the police department for the

B-2

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Page 30 of 32

occurrence of ten or more incidents of false alarm within any period not exceeding 31 days or the occurrence of 20 or more incidents of false alarm within any period not exceeding 90 days, a service charge of not less than $25.00 nor more than $100.00 shall be imposed for such occurrences. Upon a second citation for such occurrence under this subsection within a period of time two years in length, a service charge of not less than $50.00 nor more than $200.00 shall be imposed, and upon subsequent citations thereafter, still within a two-year period, a service charge of not less than $100.00 nor more than $500.00 shall be imposed by the police department. Payment of any and all such service charges under this subsection shall be made at the revenue division of the department of finance.

(Code 1968, § 39-74(d); Ord. No. 92-053(sub 1), § 1(d), 7-2-92)

Sec. 10-42. Direct telephone alarm systems.

In addition to the penalties provided in section 10-41, any party responsible for maintenance of a direct telephone alarm system as enumerated in section 10-38 shall be subject to the following action by the police department:

(1) A warning with regard to continuation of such direct telephone hook-up with the police communications center following the occurrence of three incidents of false alarm within any 31-day period;

(2) Suspension of permission for such direct telephone hook-up with the police communications center for a period of 30 days following the occurrence of ten incidents of false alarm within any one 31-day period; and

(3) Revocation of permission for such direct telephone hook-up following a second occurrence involving ten or more incidents of false alarm within a 31-day period or the occurrence of 20 or more incidents of false alarm over any period not exceeding 90 days at the discretion of the crime prevention division and the chief of police.

(Code 1968, § 39-74(e))

B-3

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Page 31 of 32

Fiscal Impact Statement

The Wilmington Police Department currently responds to approximately 7,000 false alarms annually. The response to false alarms takes an inordinate amount of police time. This legislation is designed to reduce the number of false alarms thereby freeing officers to respond to serious incidents. Minimal revenue impact is expected the first year.

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Page 32 of 32

Attachment D

CRYWOLF®
FALSE ALARM SOLUTIONS BY SUPERION

Proposal for the

City of Wilmington, Delaware

RFP No. 19018DFPS for Alarm Registration and Management Services

July 27, 2018 by 4:30 PM EDT

COPY

Teresa Miller, Sales Director
teresa.miller@superion.com
Office: 240.607.1438

July 25, 2018

Department of Finance, Division of Procurement and Records
5th Floor, Louis L. Redding City/County Building
800 French Street
Wilmington, DE 19801

RE: Request for Proposal for City Contract 19018DFPS – Alarm Registration and Management Services

Superion is pleased to submit our proposal to provide the City of Wilmington (City) Alarm Registration and Management Services. We are proud to offer a comprehensive approach in support of the City's alarm management needs. We are the only company that can provide the City with the unique combination of alarm management experience, extensive law enforcement, proven Tyler Technologies (New World) CAD data transfer expertise, strong financial controls, advanced technology, robust functionality, and no-risk revenue share financing.

Our CryWolf software is currently being used to support the City's alarm program and is configured with Wilmington-specific ordinance provisions. It already contains tens of thousands of historical Wilmington alarm events, correspondence, and financial transactions. Accordingly, only your continued use of CryWolf can guarantee that the transition to a new contract will occur with no suspension of current services, no delayed or lost transactions, and no program downtime. Superion is uniquely qualified to meet the needs of the City to provide an effective Alarm Registration and Management Services solution based on:

- Nineteen years of experience reducing false alarms for over 325 agencies, in more than 500 cities and counties.
- Proven alarm data transfer experience with multiple Tyler Technologies (New World) CAD systems to automatically transfer alarm incident data from CAD to CryWolf for daily processing of false alarms.
- CryWolf is a leader in the industry for permit registration, renewal, and tracking functionality, and has 100% web-enabled access.
- Unique financial management approach offers safe and separate bank handling of all payments, certified financial oversight, data security audits (SSAE16 SOC 1, Type II), and annual, independent financial control.
- Alarm program payment processing and mailing address operated by a FDIC-insured, commercial bank to enhance public confidence in the program, speed collections, and support the City's false alarm program.
- Public safety responders, citizens, and businesses have 24/7 access from various mobile devices to view alarm status information, receive location-specific notifications, register alarm permits, and pay fees/fines.
- Secure, domestic servers maintained by Superion. We do not subcontract or store City alarm data in third-party, public cloud environments.
- Unmatched client retention and service.
- More experience performing false alarm management services and helping cities improve ordinances than any other company.

Bringing 37 years of public sector experience, Superion provides software and information technology solutions designed to meet the specialized needs of city and county governments, public safety agencies, transits, state and federal government, and nonprofit organizations. The proposed CryWolf solution was developed by Public Safety Corporation (PSC) in 1999, and on March 27, 2018, Superion acquired PSC. Superion recognized the value of the industry-leading CryWolf false alarm management system as an integral component of an effective public safety solution. Our experienced personnel, extensive client base, and proven false alarm reduction are the reasons hundreds of cities and counties across the United States trust our solutions to manage their false alarm programs. It is this comprehensive experience that sets us apart from other service providers.

We have reviewed and fully understand the required scope of services and responsibilities as described in the City's RFP. Our proposed solution fully meets, and in most areas, exceeds, the City's specifications.

We look forward to continuing CryWolf support of Wilmington's false alarm reduction efforts. We have the necessary program components in place and are fully committed to begin a quick and efficient transition immediately upon contract execution.

Should you have any questions about our proposal, please do not hesitate to contact me at 240-607-1438 or teresa.miller@superion.com.

Sincerely,

Teri Miller

Teresa Miller
Sales Director

TABLE OF CONTENTS

Non-Disclosure Statement

The terms and conditions contained in this proposal will automatically expire 90 days from the date of the proposal, unless renewed, extended, or terminated earlier by written notice from Superion, LLC. Unless otherwise stated, taxes that may be applicable are not reflected and will need to be paid by the client.

Any modification pricing provided in this proposal is an estimate only. Detailed analysis of your specific requirements is needed prior to providing exact pricing.

If applicable, the prices for hardware and system software products and services are subject to change and are submitted for your information only. The terms and policies of the hardware vendor govern any portion of this proposal related to hardware and system software products and services.

This proposal is protected by copyright law and contains proprietary information and confidential trade secrets belonging to Superion. This proposal is furnished and accepted on the express condition that portions of it shall not be duplicated or disclosed, in whole or in part, except to your staff and agents when necessary for evaluation purposes, without prior written consent of Superion. Those confidential portions include, but are not limited to, pricing and client lists. All such proprietary information is clearly marked for your convenience. Any portions of this proposal that are not marked proprietary or confidential shall be available for public disclosure.

Section 1.   Executive Summary

Superion is pleased to submit this proposal in response to the City of Wilmington (City) Request for Proposals (RFP) to provide Alarm Registration and Management Services. We offer the City unparalleled experience and qualifications to manage the tasks required for a highly effective alarm registration and management solution. We have reviewed the Scope of Services and fully meet, and in most areas exceed, the City's RFP requirements. We are committed to providing the City with superior technology and service that meets all of your alarm permit registration, billing and collection, customer service, and alarm management needs.

Understanding the City's Alarm Management Needs

Since 2006, the City of Wilmington has benefitted from a successful false alarm program and our CryWolf software, as used by Conduent, has been an integral part of this accomplishment. Over the past 12 years, we have built a solid partnership with Conduent and prior companies, ACS and Xerox. Given the program's solid performance to date, the objective of the program's next phase should be to build on its past success.

In addition to the many functions and services provided by CryWolf to support your current alarm program, we have proposed several enhancements including an interface to the City's Tyler Technologies (New World) CAD system, mobile access for first responders and citizens, and an alarm program website for citizen, businesses, and City access.

A rapid and transparent operational transition, high technical competence, effective long-standing working relationship with the City, and a thorough understanding of the program's history and objectives are key qualifications that support our ability to assume management of the City's alarm program.

No Transition Downtime or Technical Risk

Our proprietary false alarm management system, CryWolf, already contains tens of thousands of historical Wilmington alarm events, 12 years of correspondence and financial transactions, administrative notes, and volumes of other related data. The system currently supports the City's ordinance provisions with City-approved correspondence and follow-up processes, and Wilmington-specific customization will remain in place. In continuing this relationship, the City can build on the already successful program and avoid a potentially lengthy program transition and startup, significant data conversion risks and costs, and customization risks.
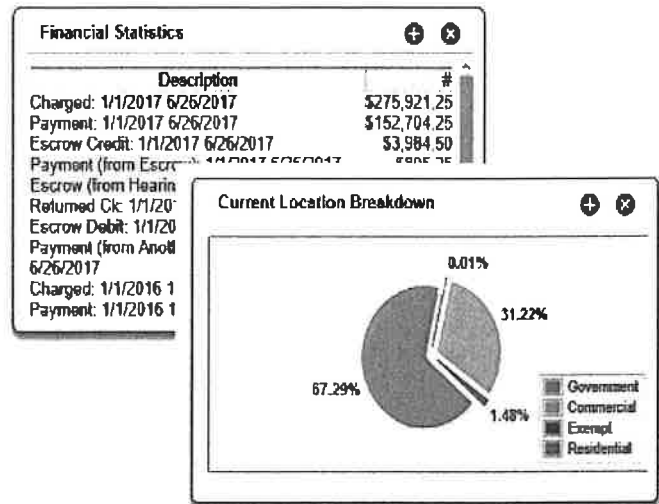
Proven Tyler Technologies (New World) CAD Alarm Incident Data Transfer

To eliminate the City's current need to manually extract CAD incident data, we propose a fully automated interface between CryWolf and the City's New World CAD system. This fully automated interface transfers alarm incident data from the CAD to CryWolf for daily processing of false alarms and does not not require any City staff involvement. The proposed CAD-to-CryWolf interface is designed to extract false alarm incident data overnight for the previous calendar date from the CAD system databases and automatically transmit this data to our secure FTP site.

If desired, this interface also supports a fully automated, bi-directional data transfer to and from New World CAD systems that provides the ability to electronically populate the CAD database with permit-related data including contact information, site conditions and hazards, and status changes such as active or do not respond. We have jointly collaborated with New World to develop this bi-directional, CryWolf-to-CAD interface.

Alarm Program Portal for Citizen and City Access

The described program enhancement strategy carefully combines current system strengths with innovative approaches to enhance customer service, ordinance compliance, and performance reporting. This strategy includes a fully interactive, secure alarm program website that can be accessed by a link on the City's website. This website allows alarm users to review their registration status, update contact information, renew permits, and make payments. It also provides alarm training, education, and information regarding the City ordinance. Authorized personnel are also provided secure online access to summary alarm and financial data, as well as the detailed information supporting the summary metrics, information dashboards, and extensive inquiry/search capabilities for complete and timely access to information. Authorized staff can customize dashboards for graphical presentation of key alarm program data.

Financial Statistics

Description	#
Charged: 1/1/2017 6/26/2017	$275,921.25
Payment: 1/1/2017 6/26/2017	$152,704.25
Escrow Credit: 1/1/2017 6/26/2017	$3,984.50
Payment (from Escr... 1/1/2017 6/26/2017	$905.75
Escrow (from Hearin	
Returned Ck: 1/1/20	
Escrow Debit: 1/1/20	
Payment (from Anotl 6/26/2017	
Charged: 1/1/2016 1	
Payment: 1/1/2016 1	

Current Location Breakdown

0.01%
31.22%
67.29%
1.48%

- Government
- Commercial
- Exempt
- Residential

Accurate and Secure Alarm Program Data

Reliable and safe alarm and demographic data is critical to an effective false alarm management program. It is also the cornerstone of city and public confidence in program results. We are committed and continually strive to maintain the most accurate and secure data possible. We consistently demonstrate this commitment to our customers.

We recognize that City alarm data contains private and confidential information requiring strong internal controls. With regard to protecting data, we are the only major alarm service provider that owns our own secure, domestically based data servers. We do not maintain client alarm data in a third-party commercial cloud where privacy policies, non-vetted personnel access, and whether data is stored in the U.S. can be questioned. We also continually update our software to apply business rules which rely less on individual staff actions and more on consistent, program-wide policies. Several layers of staff supervision monitor actions and ensure transactions are accurate and timely. Monthly internal audits of our customer databases ensure data is accurate, consistent, and avoids duplication.

Strong Financial Controls and Security

We have established extensive data and financial controls for safe and reliable false alarm enforcement. The approach we recommend for mail-in payments is to establish a dedicated program lockbox operated by one of our financial banking partners. This results in timely deposits, strong internal controls, a nearby mailing and payment processing address, and enhanced public perception. The bank-operated lockbox approach also ensures complete separation of duties, meaning the staff generating invoices is completely separate from the bank staff processing payments against those invoices—a Generally Accepted Accounting Principal (GAAP) requirement. Additionally, online transactions are protected by encrypted web access, cyber insurance, and a PCI-compliant payment process.

Our patented financial management system is unique. Rather than using separate financial software, we offer the only system with a single, fully integrated database for financial and alarm tracking transactions. Additionally, the public website components of this system are periodically tested by independent data

security experts for online threats to achieve maximum data security. This approach ensures accurate, complete, and safe event billing and allows alarm compliance to be linked to financial performance.

For added program confidence and security, we subject our data security and financial controls to annual Service Organization Control (SOC), SSAE16 Type II audits by an independent auditing firm. The SOC audit standards are to financial service organizations what PCI compliance standards are to online payment processors—generally accepted industry practices for maximum financial integrity and safety. Only solutions that fully comply with these audit requirements are authorized to display the SOC logo shown below.

✓ Online PCI Compliant Payments

✓ Annual SSAE 16 Type II (SAS70) Financial/Data Security Audits

✓ AICPA SOC Certified

✓ Cyber Insurance Protection

✓ Lockbox Payment Processing

Mobile Citizen and City Alarm Program Access (Mobile Apps)

The proposed solution provides citizens, businesses, city administrators, and public safety responders access to the City's alarm program with enhanced functionality through unique web applications accessible from smartphones, tablets, and mobile computers. Two mobile apps are available —one for citizen and business access and one for public safety responders.

- **Citizen and Business (Alarm User):** Allows alarm users to register their alarm systems, renew their registrations, review their alarm account activity, edit owner and other contact information, and pay registration and false alarm fees from their preferred mobile device.
- **Law Enforcement (Responder):** Allows alarm activation responders, such as police officers, to view alarm system status (active or suspended), review site-specific false alarm history, obtain alarm system contact information, and receive notification of site-specific hazards (e.g., guns stored on premise) and cautions (e.g., senior in building) while in route or at an alarmed location.

Experienced Staff

We are proud of our many employees who have extensive public safety and alarm administration backgrounds. Our personnel have proven experience in the design, development, testing, training, implementation, and operation of false alarm administration programs. This project will have the support of individuals with extensive knowledge of law enforcement operations, government processes, software engineering, project management, and customer service. This experience brings a thorough understanding of the challenges faced by agencies with tight budgets and limited resources.

Customer service is paramount in all interactions with our clients and their citizens and businesses. Our customer services staff has more than 150 years of alarm processing experience. Our staff is large enough that we have dedicated teams in areas such as technical development, project implementation, outsource operations, and customer service. Our outsource operations are further divided into multiple sub-teams, managed by team leaders, that focus on smaller groups of projects. This approach helps us

tailor and focus each team's efforts on specific projects and allows us to be more responsive to the needs of individual customers. This means you have a dedicated service team familiar with the City's alarm program and ordinance provisions. This team is supported by the latest systems and administrative processes. We also maintain the technical infrastructure necessary to keep City alarm data secure and confidential.

Our financial team is led by a Certified Public Accountant (CPA) who oversees all accounting policies and monthly account reconciliations. We offer a detailed reconciliation process that carefully tracks earned and unearned revenue to avoid unfunded liabilities. Accounts requiring refunds or adjustments are quickly identified and reviewed with City financial staff before any actions are recommended or taken.

We believe the City will find our highly experienced team a proactive and responsive business partner.

Extensive Technical Expertise

Our vast experience demonstrates our ability to successfully meet your technical requirements. This relevant technical experience greatly minimizes project risk and implementation time.

The patented CryWolf technology is the backbone of our administrative services. CryWolf is currently used by more agencies nationwide than any other false alarm management software to track alarm system permits, bill and collect false alarm penalties, and administer alarm awareness classes. Additionally, we have implemented comprehensive web-based alarm management functions for over 150 agencies.

Our patented financial management system is also unique. Rather than using separate financial software, we offer the only system with a single, fully integrated database for financial and alarm tracking transactions. This approach ensures accurate, complete, and consistent event billing and allows alarm compliance to be linked to financial performance. The system follows GAAP and has been approved for use by hundreds of municipalities.

Additionally, our large client base drives a robust system enhancement program that results in many new features and functions being added to CryWolf; provided at no additional cost. We review these features at annual User Group meetings. Our solution ensures your alarm management program will keep up with technical and programmatic advances over the life of the contract.

Commitment, Resources, and Technology of a Public Safety Leader

CryWolf is core software technology of Superion, a leading software and information technology solutions provider that meets the specialized requirements of public safety agencies, city, municipal, and county governments, as well as nonproit organizations. Drawing upon more than 37 years of experience, the knowledge and expertise of Superion employees help communities that rely on our software serve more than 175 million people in nearly 2,000 jurisdictions each day. No other alarm services provider offers the fiscal security and technology support of a major public safety vendor.

What Makes Us Uniquely Qualified to Serve the City

We are proud to propose a comprehensive service solution to meet your Alarm Registration and Management needs. We are the only company that provides the City with the unique combination of extensive false alarm reduction experience, proven management services, robust functionality, technical expertise, and no-risk financing. In partnering with us, the City will benefit from the following strengths that set our solution apart:

UNPARALLELED COMMITMENT, EXPERIENCE, AND AVAILABILITY	• 19 years of false alarm reduction experience • 325 client agencies supporting more than 500 cities, counties and other municipalities • No risk project transition from current service provider • Extensive law enforcement alarm management support
NEW WORLD CAD DATA TRANSFER INTERFACE EXPERIENCE	• Extensive New World CAD alarm incident data transfer experience • Tyler Technologies (New World) Business Partner • Fully automated alarm incident interface requires minimal City staff time to maintain or operate • Bi-directional New World interface support that can export alarm permit data for import by CAD
CONVENIENT, SAFE, AND RELIABLE FINANCIAL MANAGEMENT	• Bank-operated, alarm program mailing address (lockbox), and payment processing • Annual SSAE16, SOC, Type II financial control and data security audits • Secure online permit application, renewal, and PCI-compliant payment processes • Cyber insurance • No risky cloud storage of alarm data • Internal CPA-managed billing and reconciliation activities • Maximum collections, minimum fiduciary exposure, and enhanced public perception

STATE-OF-THE-ART FUNCTIONALITY AND 100% WEB-ENABLED CITIZEN, ALARM COMPANY, AND CITY ACCESS

- Industry-leading, patented, false alarm management technology
- CryWolf currently supports Wilmington's alarm program
- Single, fully integrated database
- 100% web-enabled citizen, alarm company, and City access
- Large user community drives program enhancements with upgrades provided at no additional cost

UNMATCHED CLIENT RETENTION AND SERVICE SATISFACTION

- Superior client service and support
- Over 95% client retention
- No contract ever terminated for cause
- We listen and attend to details—especially important for a service that relies on public confidence and perception for success

EXPERIENCED AND KNOWLEDGEABLE PROJECT AND CUSTOMER SERVICE TEAMS

- Extensive public safety and alarm management backgrounds
- Dedicated program development and customer service team based 100% in the United States
- Citizen online and toll-free phone access
- 24/7 City access to web-based alarm program data

No other company can make these claims. As the City's false alarm management partner, we will continuously strive to attain your false alarm reduction goals as we have demonstrated to hundreds of agencies throughout the United States and Canada.

Section 2. Vendor History/Qualifications

The proposed CryWolf solution was developed by Public Safety Corporation (PSC), a private company established in 1999 and incorporated in Florida. Alarm processing centers are located in Bonita Springs, Florida and Waldorf, Maryland. Widely recognized as a leader in false alarm solutions, PSC has been providing false alarm systems and services since its founding 19 years ago.

On March 27, 2018, Superion, LLC acquired PSC. Superion recognized the value of the industry-leading CryWolf false alarm management system as an integral component of an effective public safety solution.

Bringing 37 years of public sector experience, Superion provides software and information technology solutions designed to meet the specialized needs of city and county governments, public safety and justice agencies, transits, state and federal government, and nonprofit organizations. The corporate strength of Superion fuels coordinated development, and at the same time, our combined experience and knowledge helps our customers better serve the communities in which we live.

The proposed false alarm solutions are currently active in more than 325 agencies supporting over 500 cities and counties states. While the ownership has changed, the quality of our software and services remain the same.

All proposed alarm management and alarm system development services are performed 100% by our staff located within the United States—we neither maintain nor subcontract work to facilities overseas. Additionally, we maintain 100% control over all alarm data entrusted to us by clients, i.e., no data is stored on servers owned by a third party and operated in a commercial, public cloud environment, such as Amazon or Rackspace.

At a Glance

About Us

- Nineteen years providing false alarm solutions
- Twelve years supporting City's alarm program with CryWolf
- Extensive alarm management expertise
- Proven New World CAD interface experience
- All alarm development and services performed by personnel located in the U.S.—no subcontractors

Headquarters

1000 Business Center Drive
Lake Mary, FL 32746

Technical Support, Field Offices, and the Office Serving the City

103 Paul Mellon Court
Waldorf, MD 20602

### Alarm Processing Centers

103 Paul Mellon Court
Waldorf, MD 20602

25243 Elementary Way
Bonita Springs, FL 34135

Alarm Management Experience

We have a wealth of relevant experience related to the planning, design, installation, and operation of large-scale false alarm reduction programs. This experience demonstrates our ability to perform the services required by the City.

As shown in the map on the following page, CryWolf has been selected by cities, counties, and other municipalities throughout the United States and Canada. These agencies range in population from under 20,000 to nearly 4,000,000, and process between 1,500 and more than 100,000 false alarms annually. In every case, our alarm management technology and services have helped agencies reduce false alarms, increase fee and fine collections, expand the use of innovative software and processes, and improve false alarm processing. From Honolulu, Hawaii to New Haven, Connecticut and Spokane, Washington to Key West, Florida, no other company has the extensive qualifications, experience, and track record of false alarm management performance. Our unique experience helps ensure the program's operational success.
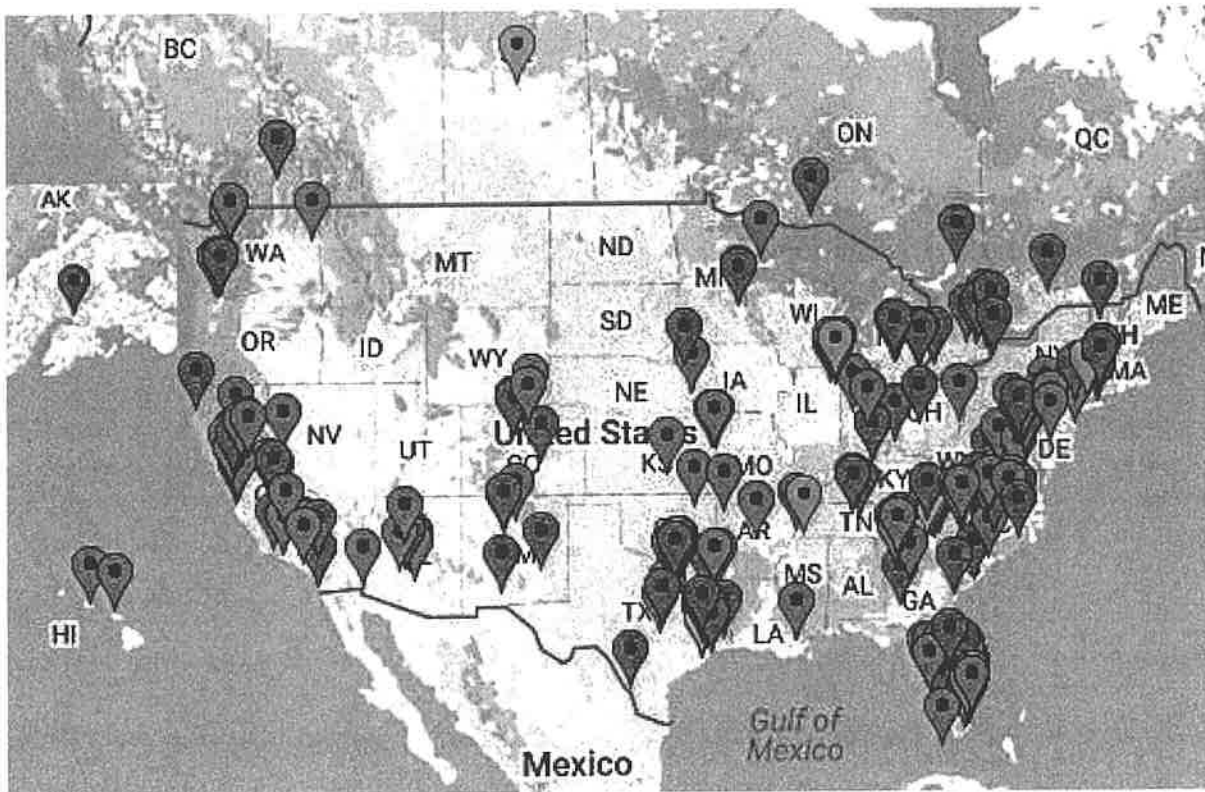
325 CryWolf clients supporting more than 500 cities, counties, and other municipalities

Our large customer community benefits the City in several important ways. The clients drive a robust system enhancement program that has resulted in many new system features over the last five years. All CryWolf customers receive these updates annually at no additional cost. Our alarm management customers also comprise a large users group with similar objectives and false alarm reduction issues. Members of this group regularly communicate among themselves through our sponsored newsletters, the web, and an annual Users Group meeting to share technology ideas, unique approaches, and discuss upcoming program enhancements. This year's CryWolf Users Group conference met in Seattle, Washington, in conjunction with the national False Alarm Reduction Association (FARA) annual conference, with more than 60 clients in attendance.

Alarm Management Customers

Agencies like the City of Wilmington, receive a high level of program scrutiny from City management, elected council representatives, and the public at large. Accordingly, false alarm enforcement programs require a service provider with the alarm program expertise, systems experience, and resources to ensure reliable program operation, continued use of advanced technology, strong financial controls, and positive public perception. We have demonstrated these capabilities to a broad and demanding audience throughout the United States and Canada. The following chart lists larger false alarm programs we have managed on an outsource services basis.

Larger Alarm Management Customers (Partial Client List - 100,000 Population and Above) Company Confidential and Propritary Information		
Agency	**Population**	**Contract Date**
Dallas, TX	1,300,000	March 2017
Honolulu, HI	985,000	February 2014
State of Delaware	865,000	June 2011
Prince George's County, MD	861,000	September 2001
DeKalb County, GA	730,000	November 2011
Charlotte-Mecklenburg, NC	695,000	April 2005
New Castle County, DE	500,000	December 2007
Atlanta, GA	450,000	May 2013
Omaha, NE	415,000	October 2009
Anne Arundel County, MD	410,000	November 2009
New Orleans, LA	385,000	January 2017
Wichita, KS	350,000	November 2008
Bakersfield, CA	310,000	September 2011
Larimer County, CO	295,000	April 2006
St. Lucie County, FL	260,000	December 2014
Horry County, SC	250,000	April 2011
Irving, TX	221,000	December 2012
Spokane, WA	210,000	February 2006
Oxnard, CA	203,000	May 2017
Richmond, VA	200,000	November 2010
Little Rock, AR	198,000	July 2015
Providence, RI	178,000	December 2017
Overland Park, KS	175,000	September 2010
Maui County HI	163,000	November 2015
Hayward, CA	161,000	January 2015
Elk Grove, CA	160,000	April 2017
Salinas, CA	150,000	October 2011
Pasadena, CA	140,000	April 2017
New Haven, CT	130,000	January 2013
Alexandria, VA	130,000	November 2008
Bellevue, WA	123,000	March 2015
Berkeley, CA	117,000	September 2015
Independence, MO	116,000	August 2017
Roseville, CA	115,000	April 2011
Vallejo, CA	115,000	April 2010
Richmond, CA	110,000	August 2016
Miami Gardens, FL	110,000	May 2011

CryWolf Clients with New World CAD Interface

We lead the industry in providing comprehensive solutions that interface to CAD systems for seamless transfer of critical alarm information. We currently transfer alarm data between New World CAD systems and CryWolf in 18 cities and counties, including the referenced client sites of Delaware State Patrol; Fayetteville, AR; Greenville, NC; and Albemarle County, VA. Contact information for references is included in Section 7 of this proposal.

Delinquent Collections Experience: Collection Bureau of America

We have teamed with Collection Bureau of America, Ltd. (CBA) to provide the City's Alarm Program a comprehensive collection solution. CBA has been in business providing first and third-party debt collection services since 1959, which CBA is proud to be in business for 59 years. CBA supports more than 1000 municipalities, including Delaware State Patrol, and is a certified Minority Business Enterprise (MBE). CBA is licensed or holds certificates of authority to collect in all 50 states. CBA public agency clients include collections for many types of accounts, as shown in the table below.

CBA Types of Accounts for Collections			
Administrative Remedy Citations	DUI Fees	Occupancy Taxes	Sewer Bills
Animal Control Services	False Alarm Responses	Parking Citations	Special Emergency Services
Booking Fees	Hazardous Material Response Fees	Paramedic Fees	Traffic Citations
Business Licenses	Fire Department Permits	Planning Development Fees	Transient Fees
City Code Violation Fees	Garbage Bills	Police Security Services	Water Bills
Community Development Fees	Miscellaneous Fees	Recreational & Park Activity Fees	Youth and Family Counseling Fees
Damage to City Property	Non-beautification Fees	Returned Checks	

Section 3.　　Scope of Services

The proposed CryWolf alarm management software and services are currently used to manage false alarms for hundreds of agencies across the country. CryWolf is the leading alarm management software in the industry. Our patented technology (U.S. Patent No. 6,856,246) has been chosen by over 325 agencies supporting more than 500 cities, counties, states, and other municipalities, and is the same software currently used by Conduent to support Wilmington's alarm program for the past 12 years. We can transition the City's current solution from Conduent quickly and without the technical risks or delays associated with system customization, development, or excessive testing. We reviewed the Scope of Services and fully meet, and in most areas exceed, the City's RFP requirements

Effective False Alarm Reduction Enforcement

Superion has a national and local perspective on the City's alarm tracking requirements. In most areas of the country, public safety enforcement resources are unacceptably scarce. Non-critical calls for service, such as false alarms, decrease the amount of time that public safety personnel can spend responding to true emergencies and proactively prevent crime and other emergencies from occurring. For many communities, this situation has gotten worse in recent years as the number of false alarms that public safety must respond to has increased along with the growing number of alarm systems.

We approach each project as a unique alarm program and work closely with you to form a true partnership and develop the most effective enforcement strategies to best meet your needs.

- **Process false alarms faster and more efficiently.** Based on a fully integrated false alarm database, flexible business rules, and automatic download of alarm incidents from CAD, CryWolf enables daily false alarm processing, notifications, bills, and collections. Our staff tightly manages correspondence to ensure all invoices, letters, and notifications are accurate before being sent to alarm holders, reducing citizen, business, and City frustration and increasing alarm processing efficiency.
- **Reduce the number of false alarms.** False alarm reduction is accomplished by rigorously enforcing false alarm ordinance provisions. No alarm is missed and violations receive required sanctions. CryWolf clients report 40-80% or more reductions in false alarms resulting from our technology and services.
- **Increase the number of permits and decrease unpermitted locations.** CryWolf provides convenient online permitting and automatically checks all alarm call locations for valid permits. Citizens and businesses can conveniently print permits directly from the City's website. When unpermitted locations are found, responsible parties are notified and tracked to ensure permitting occurs. Multiple CryWolf clients report 30–50% increases in the number of permits after CryWolf solutions are deployed.
- **Achieve maximum collections.** Our systems and services have supported the collection of several hundred million dollars in false alarm fees nationwide. Our systems and administrative processes are designed to bill and collect all authorized charges accurately and promptly. Our clients benefit from collection rates of 75%, 80%, 85%, and higher, exceeding the results of most false alarm programs nationwide.
- **Provide quality citizen support.** Holding citizens accountable and enforcing sanctions inherently challenges traditional customer service approaches. Our specially trained staff and comprehensive technologies create the professional environment required for superior customer service. We understand that some citizens are not comfortable with transactions over the internet and prefer more personal assistance. Our staff is trained and regularly monitored to ensure our customer service representatives apply our support principles of accuracy, calm, consistency, empathy, follow-through, respect, and responsiveness to each service call. We understand that our customers entrust their reputation in our services and we value that trust.

Software and Services Overview

CryWolf has a long track record of helping cities and counties increase their service levels, exploit innovative technologies, and increase revenue collections. We propose to provide the City with a solution that meets all of your false alarm management needs. Our solution includes:

- **Account Registration and Tracking.** CryWolf services track unlimited City-defined location types (residential, commercial, financial, senior, government), status types (active, response denied, revoked) and alarm types (burglary, robbery/panic, fire). CryWolf also tracks both registered and non-registered alarm sites. Additionally, CryWolf supports web-based access for citizens to register and view alarm accounts online and access their alarm history information.

- **Alarm Business and Monitoring Company Registration and Tracking.** The CryWolf system can charge and manage alarm business, monitoring company, agent licenses and renewal fees, and violation fines, as needed.

- **Noticing and Billing.** CryWolf automatically generates notices of false alarm events and calculates fees and charges in accordance with the City's alarm ordinance. Amounts charged for false alarms will be invoiced by CryWolf. CryWolf also maintains critical information for every account, including outstanding balances and reasons for all actions. This technology fully supports differences in false alarm fees and notices for user-specified locations (residential, commercial, senior, government), burglary, robbery/panic, fire and other alarm types, and registered, suspended, and revoked locations. Fixed and graduated fee schedules are supported and various alarm counting approaches can be chosen, including fixed and floating time periods. Notice and bill business rules and fees can be easily changed in accordance with any ordinance updates.

- **Collection and Payment Processing.** CryWolf offers many billing and collection options, including summary bills and statements, and web and other payment interfaces. The system also allows the import of payment information generated/exported from external financial systems operated by finance departments, collection agencies, and code enforcement offices, if needed.

- **Hearing and Appeals Support.** CryWolf contains a fully integrated hearing and appeal system that allows the adjudication of any action for any account with a complete, documented action and reasoning trail. CryWolf also easily generates the documentation necessary to support every billing and noticing action/decision.

- **Generation of Management Reports.** Using CryWolf services, the City will have access to an extensive array of online management and tracking reports. You can sort alarm data by a variety of categories, including new alarm accounts, number of activations, user address, district, alarm business and monitoring company, and age of outstanding fees and fines. An ad hoc report writer for custom reports is available, as needed. The system also generates individual account histories that include payment dates and all actions taken regarding an individual account. Many reports are hyperlinked allowing drill down from report entries to supporting documents, such as letters, invoices, hearing summaries, and CAD-provided activation details.

The following sections describe our proposed technology and services approach for your Alarm Registration and Management Services.

Technology Overview

Our proposed Alarm Registration and Management Services solution is built on our unique, patented, and fully integrated software. CryWolf uses the latest Microsoft .NET technology supporting highly tailorable, alarm-related forms, letters, and invoices; CAD-specific transfer of alarm data to and from CAD; secure, online access to alarm information; built-in tools for validating addresses; extensive web-based payment; and other functions. CryWolf's robust and flexible structure allows it to easily interface with other City systems and maintain advanced functionality. Because CryWolf is our patented technology, we can assure the City that the system will support responsive, state-of-the-art program services throughout the life of the contract.

CryWolf technology is used to track alarm systems, bill and collect false alarm fees, and administer alarm awareness classes throughout the country. The City, your citizens, and businesses will have 24/7 access to the alarm data enhancing compliance, convenience, and management oversight. The following items highlight relevant operational components of our solution.

Transfer of alarm incident data to and from the City's New World CAD: This proposal includes a fully automated interface between CryWolf and the City's New World CAD system. This interface will transfer alarm incident data from the New World CAD to CryWolf for daily processing of false alarms.

CryWolf also supports the bi-directional transfer of alarm data to and from the New World CAD. This bi-directional data transfer is used to update CAD with alarm system status/validity (active, limited/no response, closed), alarm user contact information, and site conditions/hazards for enhanced response and officer safety. We believe we are the only New World business partner alarm services provider that offers a fully operational, bi-directional interface with New World CAD systems.

Secure, web, and mobile-based alarm program access: We provide secure, web-based alarm management functions to our alarm management customers. This includes online access for citizens and businesses to review alarm program requirements, update alarm system information, pay alarm fees and fines, and attend alarm awareness classes. The online functions also provide restricted access to alarm companies to review information about their alarm customers.

Our latest online technology also includes enhanced citizen address assistance and online video help tutorials. Additionally, the enhanced capability includes greater City access to the alarm billing and tracking database, expanded search and review capabilities, ability to accommodate walk-in (cashiering) payments, and access to additional financial and statistical reports. All CryWolf web-based pages are secured by encrypted, secure socket layer (SSL)-certified access.

Online, drill-down access by City staff to detailed alarm program documents: The dedicated web administrative portal has the unique capability of allowing authorized City staff to hyperlink (drill down) from events and incidents listed in any account history to the actual documents supporting those events and incidents. For example, staff can mouse-click on an alarm incident to view the supporting incident data obtained from the CAD system. You can also click invoice or letter events to view copies of the actual invoices and letters that were mailed.

Alarm data conversion: We will initially import the City's alarm site records from the current vendor's database to the CryWolf system. We have extensive experience converting alarm data for more than 185 agencies with databases containing as many as 4,000,000 records.

Alarm Management Services Overview

Just as important as our technology is our proven ability to provide a superior level of service to citizens and alarm companies. Superion continually strives to expand our national reputation for responsive, high-quality customer support. The following advanced components are already in place for many clients of comparable size to the City:

Annual independent SOC, Type II (SSAE16) alarm service audits: Alarm management internal controls, financial billing and collections, administrative processes, and data and cyber security are subjected to annual SOC audits by an independent certified public accounting (CPA) firm. The results of these audits are available annually to the City.

Secure City access online to adaptable reports: Direct, 24/7 inquiry and report generation capabilities via real-time, encrypted, web-based connection to alarm management information. This approach provides the City flexible, secure, and timely access to pertinent alarm information.

24/7 mobile citizen and public safety responder access to alarm site information: Access for citizens, businesses, City administrators, and public safety responders to your alarm program with enhanced functionality through unique web applications accessible from smartphones, tablets, and mobile devices. These apps are broadly accessible web-based mobile apps and are not device dependent. Information can include alarm status (suspended response), alarm system contacts (names and phone numbers), false alarm history, and site condition information. This information access promotes better officer and public safety.

Automated email/mobile device notifications and alerts: Electronic notifications and updates to inform alarm users of alarm events, notify delinquent payers, and alert selected personnel of program performance.

Recording of program telephone calls: Highest quality call center customer service demonstrates accurate, courteous, and consistent communications with the City's citizens and businesses. In support of these objectives, a communications appliance integrated into our telephone system records all inbound customer calls. Using this device, digital copies of all incoming citizen and business telephone calls are captured in voice documents for later review, comment, and sharing of telephone conversations. This process helps ensure the highest level of customer service.

Extensive language support: Language service that provides extensive language support. This same service is used successfully by thousands of public safety organizations nationwide. Accordingly, we are able to provide language support for 175 spoken languages. We also provide an array of communication choices for the hearing impaired including email, text relay, video relay, and TTY formats.

Nearby program mailing address and toll-free citizen support line: Alarm management process reliably separates the City's correspondence and calls we receive from the activity of other alarm programs to ensure high-quality and personalized service to the City's citizens and businesses. Your citizens and businesses benefit from the convenience and safety of a nearby alarm program mailing address and commercial bank-operated, payment-processing facility. The support line is available Monday through Friday, 8 a.m. to 5 p.m., Eastern time.

Direct payments for deposit: Payment processing plan is jointly developed to ensure collections are accurately and efficiently processed, financial transactions are well documented in accordance with the City's fiscal policies, and revenue is shared in accordance with the revenue-share plan proposed in Section 6 of this proposal.

Program remittance lockbox: Fast, reliable, and secure payment processing. Unlike other billing services that try to run lockbox-like processes internally, we use only FDIC-insured, bank-operated lockbox for remittance address and account for all mail-in payments. We have extensive experience working with bank lockboxes in over 100 locations and can use a dedicated, lockbox remittance address and account for all mail-in payments. This approach ensures GAAP-recommended separation of duties ensuring that the same personnel which generate invoices do not also process invoice payments. Our staff does not handle program funds.

Internet-based, fully-interactive alarm information updating: When alarm holders need to update their alarm system information or want questions answered, they expect prompt access. Secure, online access allows alarm users to update their alarm information without waiting to speak with a customer service representative. This online service is available on a 24/7 basis.

Internet-based payment of invoices: Alarm holders can pay-by-web directly into a dedicated City alarm program website, which we host, so citizens can pay individual alarm invoices or the full balance owed at any time, day or night. This is a PCI-compliant online payment process.

Enhanced alarm data security: Alarm response services require the collection, maintenance, and communication of sensitive and highly confidential data about alarm locations. Understandably, businesses, citizens, security alarm companies, and City officials are concerned with unauthorized access to this information. We have the technical infrastructure required to ensure the highest levels of data security. This includes core network and DMZ server firewalls, private internal IP addresses, and real-time virus scanning of all data.

Unlike other service providers, we operate our own U.S.-based data servers and do not store any City data in subcontracted, public clouds where security policies are established by third parties. In cloud storage facilities, data access is not properly restricted, databases are co-mingled with other non-public safety customers, and the location of where data is stored is not easily determined.

Extensive adjudication and hearing support: Fully integrated hearing and appeal system that allows the adjudication of any action for any account. CryWolf generates various reports that document and support all billing, noticing, and status change decisions.

Proven collection techniques: With half a million false alarm charges processed annually, we have extensive experience in violations processing and collections. Our solution includes a variety of techniques to help the City collect fines including multiple and varied noticing, early phone calls to delinquent commercial accounts with larger balances, and other targeted collection techniques. An essential part of our expertise includes using collection services which can effectively recover delinquent fees and fines. These collection services bring increased awareness to the alarm users of the attention the City places on this program.

Comprehensive public awareness campaign: A comprehensive public information campaign ensures the highest degree of compliance and public support.

Document Control and Mail Verification Software (DCMVS): Document Control and Mail Verification Software interfaces with the United States Postal Service (USPS) to ensure compliance with the USPS CASS/PAVE and NCOA requirements. The process identifies, verifies, and corrects bad addresses to maximize deliverability and reduce returned mail while also confirming addressee mailing location and reporting any moves within the last six years. DCMVS also automates document integrity, processing, and security. Using DCMVS creates faster turnaround of invoices and notices, while assisting in locating people for collections.

Furnish and maintain all supplies: This proposal includes all computer hardware, furniture, equipment, and software necessary to install and operate the system at our processing facilities. False-alarm processing is performed at our fully equipped and staffed facilities. These facilities are currently used to manage alarm programs in cities and counties coast to coast.

Unlike other service providers, Superion provides all necessary forms, supplies, and postage to administer the alarm program and does not bill the City separately for these mailing materials.

Future City option to operate alarm program internally: As the only alarm services company that has installed our technology for internal use, two options are offered to bring the false alarm program in house in the future, if desired. The City can opt to have CryWolf installed and operated by City personnel or select a Software-as-a-Service (SaaS) approach, where the CryWolf software is hosted at our facilities with City personnel access via the internet.

These options provide you maximum flexibility to change your approach to false alarm management without the likelihood of wasting your initial investment in creating an alarm database.

System Functionality and Services

The following paragraphs provide a detailed description of the system functionality and services proposed to meet the needs of the City's Alarm Registration and Management Services project.

In addition to the many functions and services currently provided by CryWolf to support the City's current Alarm Program, we have proposed several program enhancements including an interface to the City's New World CAD system, an alarm program website for citizen, businesses and City access, and mobile access for first responders and citizens. Please refer to the following sections for detailed descriptions.

Register and Renew Citizens and Businesses Alarm Systems

CryWolf is specially designed to register, renew, and track alarm users, alarm companies and, as required, alarm agents. When unregistered locations are found, responsible parties are notified and tracked to ensure registration occurs. Up to 85 fields of information can be maintained for each alarm location including custom fields. We provide multiple ways for citizens and businesses to register and renew alarm systems.

- **Online Registration:** We provide fully interactive, secure, online alarm registration for alarm systems from desktop or mobile devices. This functionality also allows alarm users to review their registration status, update contact information, and renew permits online. This web-based registration can be used by both alarm users and alarm companies registering their users. Online registration and access offer important benefits such as citizen convenience, data accuracy, false alarm awareness, greater compliance, and more timely information. It also increases the responsibility to ensure that sensitive alarm permit data remains secure. All web access to CryWolf-maintained alarm information takes place over encrypted, secure socket layer (SSL) online connections. Registration and status change confirmations are sent via email for online registrants.
- **Registrations by Mail:** Because some citizens either do not have access to the internet or prefer not to transact business over the telephone, we provide the option to mail their registrations in for processing. In order to avoid the confusion of multiple mailing addresses for different program purposes, we have arranged with our nearby bank lockbox service provider to use the same mailing address for payment remittances and other correspondence such as registrations by mail. We provide this single, local program mailing address for cities and counties nationwide.

- **Registrations by Phone:** At any time, citizens can contact the dedicated, toll-free Wilmington Alarm Program telephone number for registration assistance. We typically use telephone registration as a convenient and citizen-friendly alternative for those registrants that require assistance with online registration or are rejected online because of failure to meet address validation criteria.
- **Address Verification of Alarm System Location:** Our CryWolf system is designed to provide address verification using either an address database or ESRI-compatible, GIS (map) file provided and updated by the City. Address validation is performed on registration applications received by mail, by telephone, and online. We incorporate valid addresses in the alarm program website in order to provide citizens online address assistance such as type ahead and drop-down lists.

Work with Alarm Companies

Our experience includes working relationships with alarm companies and local alarm industry associations throughout the United States. If desired, we will contact the various alarm companies and alarm associations to create efficiencies and streamline procedures for citizens. We will develop and send an introductory letter to all identified alarm companies describing the new alarm program services.

Additionally, we provide an alarm company website portal to allow the alarm companies to access limited information about only their customers. Alarm companies are provided customer inquiry and several statistical reports including top false alarm offenders among their customers. Alarm companies can also use the site to update their information, cancel their alarm accounts, and obtain alarm permit numbers for their customers. In addition, we provide alarm companies the ability to register their customers online if they choose and provide their customers false alarm reduction tips.
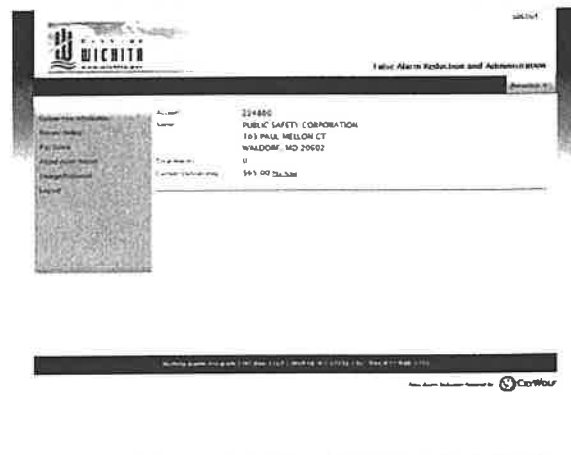
Develop Alarm Program Website

We provide a fully interactive, secure alarm program website that can be accessed by a link on the City's website. This website allows alarm users to review their registration status, update contact information, renew permits, and make payments. It also provides alarm training, education, and information regarding the City ordinance. The web-based registration may be used by both alarm users and alarm companies and is currently in use by numerous CryWolf clients including several of the references provided in Section 7 of this Proposal.

Authorized City personnel are provided secure online access to make changes to mailing addresses, phone numbers, and contact information for alarm users and alarm companies, as required.
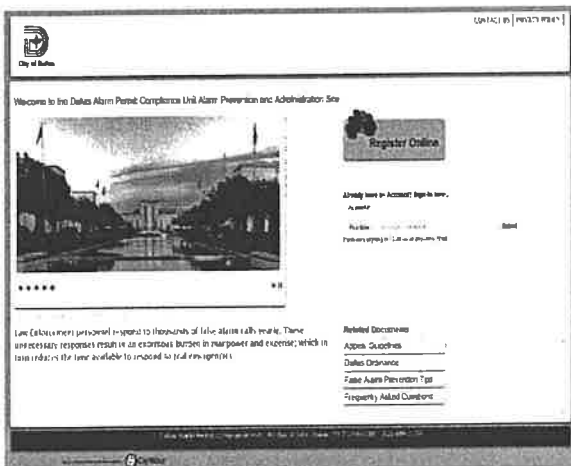

**Sample Online Citizen**   **Business Access Screens**

The City alarm program website provides citizens and businesses continuing alarm education by presenting false alarm reduction information and providing access to an online Alarm Awareness Class (Alarm School). The online information can include:

- Alarm Ordinance
- Appeal process
- Registration and reinstatement requirements
- False alarm fee structure

- Tips on How to Reduce False Alarms
- Frequently Asked Questions
- Law Enforcement response guidelines
- Alarm School

As shown on the following screens, online visitors can complete a multi-step alarm education process and an online test. This testing process automatically draws a random subset of questions from a larger question universe to help ensure that the test varies from visit to visit. The test results are reviewed with the online visitor and the test Pass or Fail result is written to the visiting alarm user's account history.
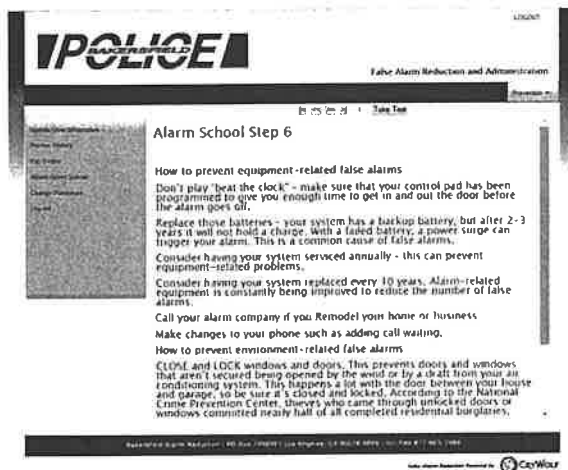
Online Alarm School
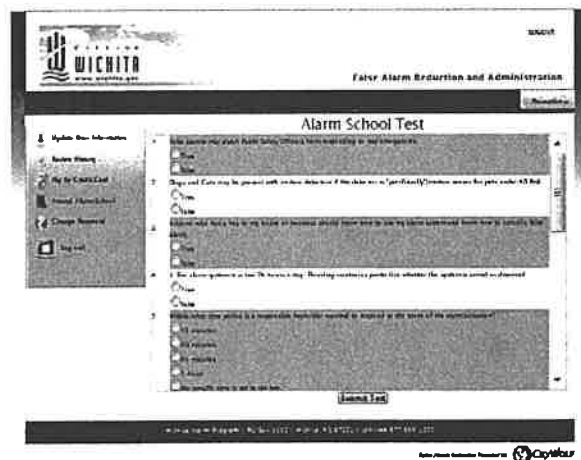
Online Alarm School Test

Interface to Tyler Technologies (New World) CAD System

We propose an automated interface between CryWolf and the City's New World CAD system. This interface will transfer alarm incident data from the CAD to CryWolf for daily processing of false alarms. The proposed interface extracts false alarm event data overnight for the previous calendar date from the CAD database and automatically transmits this data to our secure FTP site at a scheduled time. Each business day, our alarm management staff processes the previous day's alarm file, with weekend files processed on Mondays, and generates the required correspondence and invoices for mailing based on the ordinance.

These software routines will be automated in an MS Windows scheduler so that no City administrative or technical time will be required to obtain and transfer the alarm data to our CryWolf database, eliminating the need for City personnel to manually extract this data from the CAD.

CryWolf can capture over 30 fields of information from the City's New World CAD system for each false alarm response, including eight custom fields defined by Wilmington. These fields include case or incident number, name, address (including suite or apartment), four times (call received, dispatched, on-scene and cleared), commonplace name (e.g., Joe's Barber Shop), officer comments, and dispatcher comments. When alarm incidents require special review based on incomplete or ambiguous CAD generated information, these incidents are individually reviewed by a senior alarm processor.

Additionally, this interface also supports the bi-directional transfer of alarm data to update CAD with alarm status (e.g., active, limited/no response, closed), contact information, and site conditions/hazards for enhanced response and officer safety. This capability can support no-response provisions in alarm ordinances as well.

Track False Alarm Violations

As false alarms are processed, CryWolf staff validate each address with the addresses in its alarm location database. If the address is found, the system automatically determines from the location database the proper count for that false alarm, based on a counting period defined by your alarm ordinance and registration status. Using the alarm count (1st, 2nd, etc.) of the alarm ordinance provisions, the system automatically produces a letter and/or invoice addressed to the alarm user named in the account record.

An effective alarm management program keeps the public, alarm companies, program management, and other stakeholders well informed through managed correspondence. Superion staff generate and transmit, via US mail or email, warning notifications and invoices to registered holders and non-registered locations each business day for false alarms, typically for alarm incidents received and processed that morning.

The tailored letters and invoices include incident documentation approved by the City which can include any of the data received from CAD, incident and billing histories, and City-defined alarm permit statuses, such as active or revoked.

CryWolf supports an unlimited number of template-driven notifications and invoices with content and format defined by the City. These notices are designed to be professional in appearance with personalized information. Notices can include merged data, such as date and time of an officer's response and the current number of false alarms at the subject location. If payment is not received by the due date of the invoice, late fees can be added and a late notice/invoice automatically generated, referencing and updating the original charge.

While we propose to use the Wilmington-specific correspondence in the current CryWolf database, we can also provide sample notices, invoices, forms, and phone scripts for you to review and edit.

Alarm Fee and Fine Remittance Options

In coordination with the City, Superion will perform the collection of payments in accordance with the City's alarm ordinance. Our approach to billing and processing payments is designed to ensure fast, reliable, and secure payment processing. At the beginning of the project, a billing and payment processing plan is developed to ensure collections are accurately and efficiently processed, and financial transactions are well documented. We provide remittance options for alarm users to include mail-in payments, online payments, and walk-in payments at existing City payment sites. All fees will be deposited in a bank lockbox account.

- **Mail-in payments:** Mail-in payments will be remitted to a commercial bank lockbox for automatic deposit by the bank into a designated bank account controlled by the City and established for the alarm program. Nationwide, we have developed lockbox relationships with many banks, and can continue to use the City's existing alarm program bank account. Or, we can work with the City to identify another mutually agreeable commercial bank.
  Unlike a vendor-operated lockbox, our bank-operated lockbox approach ensures the rapid deposit of all alarm payments, extensive and audited financial controls, bonded cash management personnel,

adequately insured cash-handling services, and a source of confidence for the public and City officials in the program's financial accuracy and integrity. Our bank-operated lockbox approach also ensures that the same staff generating invoices do not handle or process the funds derived from these invoices, a major internal control issue.

- **Online payments:** Online payments are accepted through our hosted, dedicated, secure alarm program website. Online payment processing is performed by our payment partner, FIS Global, which is PCI-compliant at the highest Merchant Level 1.
- **Walk-in payments:** Payments can be accepted at walk-in sites at the police department or at other City locations as authorized by the City. We provide an online cashiering function that allows a remittance notice to be printed locally for the payer and payment information to be tracked and recorded in both the CryWolf system account record and in the financial reports for reconciliation purposes.

Collections and Payment Processing

With half a million false response charges processed annually, we have extensive experience in violations processing and collections. At the direction of the City, and in compliance with the City's ordinances, we will oversee the collection process with the goal of maintaining goodwill with citizens and the business community. Beyond the delinquent notifications and follow-up calling we perform, we recommend engaging a third-party collection agency at the City's direction and approval to maximize delinquent account recovery.

Our billing program's success is largely due to our constant and continual tracking of complex processes that generate exceptional revenue for our customers. Our violation-specific experience makes us the most qualified firm to partner with the City to implement an effective billing program.

A sophisticated and fully integrated processing and billing system is the key to the billing process. The process includes:

- A strategic, tailored stream of follow-up notices at 30, 60, 90, and 90+ day intervals, as required
- A minimum of two written or telephone contacts for each account within sixty (60) days of receipt of account unless the account clears sooner
- An online notice management system for quality control and program analysis
- Comprehensive, in-house, high volume, mail house capabilities to ensure printing, insertion, and mailing of notices
- Rigorous quality control to ensure timely and accurate communication with the public

Violation and other fee invoices are customizable, with invoice and formatting in accordance with City specifications. Violation notices show invoice number, invoice date, alarm site location, date and time of alarm incident, alarm count, corresponding fines for each alarm incident, bill due date, notice of late penalty fee, appeal information, balance forward information, and depending on the notice criteria and eligibility of the violation, a detailed listing of all outstanding violations may be attached to any violation notice. Bills have a scan line on the remittance document, provide a stub to accompany payment, and show a dedicated toll-free City alarm program customer service number for assistance. All billing and other notice formats will be tailored to meet the exact requirements of the City and will be reviewed and approved by the City prior to use.

We ensure all notices are created, the notice register is reviewed, and revalidation occurs before notices are printed, inserted, and mailed, generally the next business day after violations occur.

Alarm Program Account Reconciliation

At the beginning of each month, we reconcile all amounts deposited in the account during the previous month and provide the City with an invoice showing the fee calculation and supporting bank reconciliation. Any citizen overpayments are maintained in the bank until you decide their disposition. A full accounting of these escrow funds, if any, is included with the bank reconciliation each month. Once the invoice is approved by the City, the bank can be authorized to issue transfers, such as ACH transfers, to the City and Superion for the approved revenue share amounts.

Through our Hearing and Appeals Module, CryWolf provides the ability to waive an alarm incident, change the alarm count and/or charge, and document the reason for the waiver. The waived event and justification are automatically inserted in the account history for audit trail purposes and automatically modify any subsequent billing transactions for false alarm incidents.

Alarm Program Management Reports

Superion will provide you the reports listed in this requirement through secure, online access to alarm-related data and reports, as we have done for many other jurisdictions. We propose providing authorized City staff real-time access to CryWolf via our fully web-based administrative data access and reporting system. Through a secure, dedicated, online administrative website, the City has access to summary alarm and financial data, as well as the detailed information supporting the summary metrics, information dashboards, and extensive inquiry/search capabilities for complete and timely access to information.

- Provide detailed alarm account information and action histories with onscreen drill down to supporting documentation such as letters, invoices, and CAD-provided alarm event information
- Generate more than 40 financial and alarm activity reports that can be tailored by date range and other selection criteria
- Print reports directly in PDF, MS Excel, and other standard formats
- Export financial and other data in MS Excel format for processing by other City systems
- Customize dashboards for graphical presentation of key alarm program data
- Hold hearings and decide appeals in real-time

Customize Dashboard Widgets
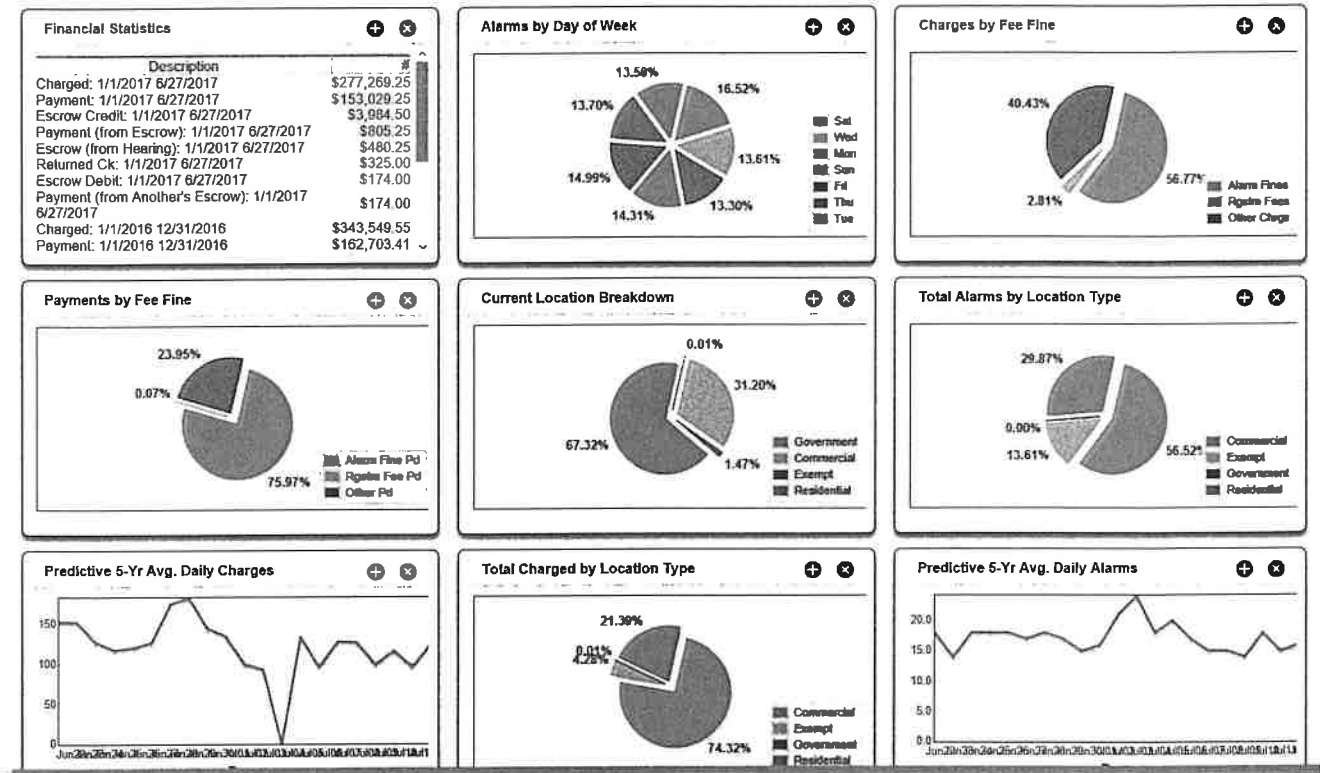
Customizable Online Dashboard Display

CryWolf includes a virtually unlimited number of financial and statistical reports with various date and data filters and format choices. The system can also generate individual account histories that include payment dates and all actions taken regarding an individual account. Reporting and documentation is available in a summary report that can be accessed by the City online at any time.

Many reports can be filtered by various Wilmington-defined time periods (by hour of the day, day of the week, month of the year, etc.), data ranges, call type (burglary, robbery, panic, duress, hold-up, etc.), alarm company, alarm user, and false alarm cause. We provide an online ad-hoc report generator that allows authorized City staff to create and regenerate custom report content and formats.

These reports are customizable and your personnel can generate reports online. CryWolf provides the ability for multiple search criteria such as name, address, and phone number, including partial and wildcard searches, and allows the user to search the alarm database by alarm provider name. Reports of new registrations or revocations/suspensions (changes in registration status) may be generated weekly or more often as needed.
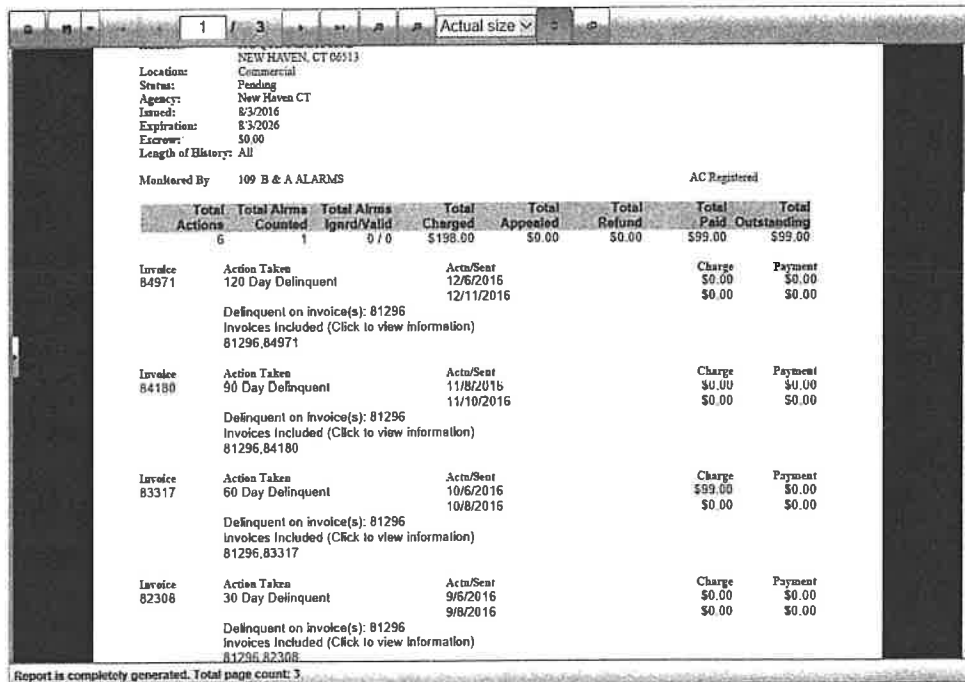
Online Alarm Account Information (including Over 40 Reports)

The following is a partial listing of the reports available.

Type of Report	Report
General	Review Account History
	Workload Snapshot by Date Range
	List Accounts Receiving Certain Correspondence
	List Accounts for Response Required Correspondence
	List Top Offenders by Incident Date Range
	Special Category Report
	Review Appeal Hearing
	Appeal Hearings Listing/Statistical Report
	List Pending Hearing Requests
Alarm Call	Alarm Listing by Incident Date Range
	Alarm Count by Premise Type
	Alarm Statistics by Incident Date Range
	Alarm Statistics by Location

CRYWOLF ®
FALSE ALARM SOLUTIONS BY SUPERION

Type of Report	Report
Charge/Payment	Payment Tally Sheet Search Payments by Check Number Aging Report (using Date Letter Sent) Delinquent Account Analysis Report Charge and Payments Controlled by Date Range
Registration	List Expiring Registrations by Date Range Registrations with recorded bad addresses Registrations listed as bankrupt
Alarm Company	Count registration by alarm company False alarm dispatch rate List expiring alarm companies by date range List registrations by Alarm Company

Every onscreen account/permit history report provides hyperlink functionality. Using hyperlinks, authorized City staff can click on any alarm registration/permit number, invoice number, or case/incident number in a history to automatically view that item's supporting information, such as actual invoice generated or alarm incident data from CAD. Supporting information may then be viewed and/or printed.

Online Account History with Supporting Information Drill Down

Mobile Access to Alarm Program Data

We provide citizens, businesses, city administrators, and public safety responders access to the City's alarm program with enhanced functionality through unique web applications accessible from smartphones, tablets, and mobile computers. We provide two mobile apps—one for citizen and business access and one for public safety responders.

Our web-based mobile apps are not device dependent. We have intentionally avoided custom, smartphone-specific phone apps in favor of more broadly accessible web-based mobile apps. Our mobile apps are superior to specific phone apps because they:

- Do not require device-owner download of phone-specific (e.g., Android or iPhone) applications which may only be used occasionally for alarm permit renewal or fee payment. Most device owners are not inclined to download or use such limited purpose applications.
- Provide convenient, automatic software updates that do not require user initiation or activation. This also ensures that all alarm users employ the same and latest app version.
- Offer better formatted access and a more consistent user experience across a variety of mobile platforms including smartphones, tablets, and other devices.
- Avoid taking and redirecting scarce mobile device memory and storage for a limited-use application.

Law Enforcement (Responder): This web-based, mobile application allows first responders to view alarm system status (e.g., active or suspended), review site-specific false alarm history, obtain alarm system contact information, and receive notification of site-specific hazards (e.g., guns stored on premise) and cautions (e.g., senior in building) while in route or at an alarmed location. This app also allows an officer to dial a designated key holder by selecting a phone number from the CryWolf alarm registration database.

The following screens are sample views of the Responder mobile application.

Sample CryWolf Responder Mobile App Screen Views

Citizen and Business (Alarm User): This web-based, mobile application allows alarm users to register their alarm systems, renew their registrations, review their alarm account activity, edit owner and other contact information, and pay registration and false alarm fees from their preferred mobile device. The following screens are sample views of the Alarm User mobile application.

Update Account Information

View or print notices, registration form or invoices

Access Account and View History

Select Invoices to Pay

Pay Selected Invoices

Customer Support Center

Citizen support is more than a requirement to us, it is a commitment. We appreciate and value the trust that the City will place in our company to support and communicate with their citizens. We act as the single point of contact, available to assist citizens and businesses and answer administrative and billing questions by telephone. A dedicated, City-specific, toll-free customer service support line is available 8 a.m.– 5 p.m. Eastern Time, Monday through Friday, excluding national holidays. A voicemail system notifies callers of after-hours instructions for calls received outside of the designated business hours. The toll-free number is published on the alarm program website we host, as well as on all invoices, false alarm notices, and other correspondence. Customer service representatives respond to citizen and business inquiries regarding alarm ordinance, billing, and alarm system registration based on scripts pre-approved by the City's alarm program administration.

Customer support staff are primarily located in our Waldorf, MD facility, with backup capabilities from our Bonita Springs, FL processing center. All of our services staff are 100% Superion employees located in the United States. We do not use any subcontractors or consulting personnel.

CryWolf®
FALSE ALARM SOLUTIONS BY SUPERION

We employ more than 45 experienced alarm program support personnel. Intensive staff training, telephone scripts, and agency-specific operations manuals help ensure the highest quality of customer support. All new employees undergo background checks and are formally monitored to ensure quality customer service skills. Employees also regularly attend courses to enhance their skills and improve communications.

We regularly monitor service activities and employ systems that generate metrics to ensure that citizens and businesses are treated knowledgeably, promptly, and respectfully in all alarm-related matters. We also use various processes and tools to ensure the highest quality of customer support.

- City-specific operating procedures (SOP)
- Tailored telephone scripts and frequently asked questions
- Professional training programs attended by all customer service staff
- Staff background checks and probationary periods
- Call monitoring and recording

Hearing and Appeals

CryWolf includes a complete Hearing and Appeals module to apply the results of an appeal. This module is dedicated to tracking and accounting for the filing and adjudication of hearings and appeals, and allows for the reduction of fees, reassigning of alarm calls, and even the deletion of calls as required. All hearing results are tracked by registration and can be reviewed as needed.

CryWolf automatically generates a notice of the appeal results for mailing to the resident or business. CryWolf staff can mail these results if desired by the City. These notices are tailored to meet the City's needs and can include special appeal categories defined by the City such as weather, valid alarm, utility/power failure, medical alarm, canceled within a pre-defined period of time, first false alarm of the calendar year, etc.

You can waive an alarm incident, change the alarm count and/or charge, and document the reason for the waiver. The waived event and justification are automatically inserted in the account history for audit trail purposes and automatically modify any subsequent billing transactions for false alarm incidents.

The appeal instructions can also be made available to citizens and businesses for direct viewing and download from the City's website, if desired.

Public Education Campaign

Public education and awareness are a key component to generating public support for the City's alarm program. A well-executed campaign will ensure acceptance of and compliance with the program while reinforcing the message that this is a safety program aimed at maximizing law enforcement officers' availability through minimizing false alarm calls.

Working with the City, we will design and implement a comprehensive public information campaign modeled after similar successful false alarm program campaigns to enable you to reach all of those potentially affected by the false alarm ordinance provisions, thereby ensuring the highest degree of compliance and public support. This information will be available on the City alarm program website described in the previous sections and can be provided via U.S. mail to those without internet access.

The primary message of the public education campaign is that every citizen of the City is responsible for properly registering the alarm systems in their homes and businesses. The public will understand that you

will continue to serve and protect them by responding to emergencies, but they must also acknowledge the amount of public safety resources that are drained daily responding to false alarms. The public education campaign will help the public understand their role in minimizing the false alarms so that public safety resources can be applied elsewhere.

We propose to develop and implement a targeted citizen education and outreach program to further engage and educate current and prospective alarm users on the reasons and methods for reducing false alarms. At the beginning of the proposed project, we suggest meeting your personnel to outline the steps and responsibilities for citizen education and outreach. This step can include our assistance with developing:

- Community meeting agendas and scripts or newsletters
- Draft false alarm reduction articles to provide local chambers of commerce, home builder associations, and home owners associations (HOAs)
- Draft public service announcements (PSAs)
- Educational email messages directed at top alarm offenders on such topics as tips for reducing false alarms and frequently asked alarm system questions

We have considerable sample information and documents from other alarm programs we administer to share with the City.

Backup and Recovery

Superion contracts with a comprehensive data center, owned by CenturyLink, to monitor and support our servers, backups, and business continuity processes. CenturyLink provides both logical and physical security of our client's data. As part of the business continuity process, we use CenturyLink-provided racks, redundant power, and multi-carrier channels. CenturyLink staff provide critical, onsite resources to ensure the network infrastructure can continue operation in the unlikely event of a catastrophic failure of our main processing facilities or local network/server equipment. The business continuity plan also includes:

- Complete hourly and daily backup of all client data to multi-carrier grade data center. We store all client data since the project's inception
- SAN storage replication and automatic snapshot, de-duplication compression technique of backup storage of up to five versions of trailing data
- Total protection appliances to deliver uninterrupted access to data onsite, in-transit, and in-cloud
- Physical and virtualized infrastructure to continually keep business running

When data is no longer needed on a file server, it is archived and kept indefinitely. Downtime has been extremely rare (uptime greater than 99%) over the past five years and has generally been limited to system maintenance specifically scheduled during non-business hours or on weekends. We have never lost a client's data or had a breach of such data. In addition, project data is protected by:

- Remote network monitoring

  - Immediately notified when potential issues arise using industry-leading technology to ensure optimal operation and uptime of our infrastructure
  - Continuous device monitoring of all critical network systems (clustered servers, managed routers, email bagging, world wide web, etc.)

- Managed Security

  - High Availability (HA) mode firewall configuration with heartbeat failover
  - Proactive network intrusion scans monitoring for viruses, hackers, ransomware, and network attacks
  - Restricted network access measures
  - Weekly firewall activity reporting

- Server Procedures

  - Procedures for server can be customized for specific client environments
  - Regular service agreements are scheduled for server maintenance, to ensure longer and better useful life for our client applications
  - Early detection can often prevent needless frustration and inefficiency in the future.

All of our services including data storage and hosting are performed in the United States. We have never experienced a breach of our security system or firewall. Our IT processes have been successfully reviewed and certified in accordance with various standards:

- Microsoft Gold software development
- PCI compliant (highest Merchant I level) online payment process
- Client/server applications communicate with Transport Layer Security (TLS) Protocol 1.2, Signature Algorithm Certificates are RSA 2048 bits and SHA256withRSA encrypted
- Multi Carrier Grade Data Center (CenturyLink) Uptime Institute Maintenance and Operations (M&O) Certification
- Service Organization Control Type II (SSAE16) internal IT and fiscal control audits
- Periodic online intrusion/threat assessments
- FDIC oversight of our bank-operated lockbox and mail-in payment processing

Data Security and Confidentiality

We have also implemented numerous controls, policies, and procedures to protect the confidentiality of private information. These include:

- Limiting the private Information we maintain. For example, we do not store:

  - Credit card information
  - Social security numbers
  - Dates of birth or other sensitive personal data

- Maintaining high levels of security for all online functions, including:

  - Use of non-standard access ports for all web functions
  - Encrypted secure socket layer (SSL) access to all hosted web pages
  - Firewall protected database
  - Random, system-generated alarm user and alarm company passwords

- Limiting access and edit rights for all processing personnel through

  - Establishing personalized CryWolf alarm system security profiles by system user including only authorized access to pre-defined confidentiality records
  - Maintaining enhanced corporate network security, backup, and recovery processes managed by an external firm, CenturyLink.

- Establishing corporate controls and policies including:

  - Background checks of all processing personnel
  - Contract non-disclosure provisions and client indemnification
  - Random, system-generated alarm user and alarm company passwords

- Activating all security features of the latest SQL Server database, including:

  - Installation of all available service packs
  - Activation of all security enhancements
  - Regular re-evaluation and management of database security by external IT company

Compliance Matrix to RFP Scope of Services

The following chart outlines our compliance to the Scope of Services General Specifications as outlined in the City's Request for Proposal. We have made a good faith effort to respond to the RFP in a timely and accurate manner. In this process, it is possible our interpretation of a certain requirement may differ from yours. Because of this fact, if you require the requirements portion of this proposal to be referenced contractually, we reserve the right to update that information and review or clarify the meaning of each requirement.

SCOPE OF SERVICES	COMPLY	COMMENTS
1. Maintain and manage the City's false alarm billing consistent with the City's alarm ordinance.	X	
2. Install, operate, process, and maintain the Alarm Registration and Management System (ARMS) program in accordance with the transition plan outlined in the Proposal.	X	
3. Process new applications for alarm permits		
a. Review of application for completeness and research any information that is missing or incomplete;	X	
b. Ensure there are no outstanding false alarm fines or fees owed;	X	
c. Enter permit information into the Alarm Tracking and Billing Systems (ATBS);	X	
d. Issue permits using the incorporated numbering system from the City of Wilmington Police Department (WPD);	X	
e. Issue notification of acceptance/denial of the application; and	X	
f. Process returned checks.	X	
4. Process renewals		
a. Monitor the expiration and renewal dates;	X	
b. Mail notification for permit renewal; and	X	
c. Ensure ATBS database is updated with renewal information.	X	
d. No fee for renewal	X	
5. Provide daily maintenance updates.		
a. Maintain database of alarm permits;	X	
b. Provide daily transfer of permit database from the ATBS to the City system;	X	Automated, electronic transfer of alarm incident data from New World CAD to CryWolf.

SCOPE OF SERVICES	COMPLY	COMMENTS
c. Receive a daily update of alarm incidents (True and False) from City system to be tracked and billed;	X	
d. Mail false alarm billing as well as perform collection efforts on returned billings;	X	
e. Reconcile activity to cash receipts; and	X	
f. Maintain account receivable database of permit holders with outstanding alarm charges.	X	
6. Provide all programming requirement of the ATBS	X	
7. Generate management reports including the following:		
a. Daily cash receipts;	X	
b. Adjustments and	X	
c. Returned checks.	X	
8. Information concerning to alarm ownership is confidential. The City is the sole owner of this data and considers it proprietary. The Company may not use the alarm database for any purpose outside the scope of the services required under the ATB contract, including other City or Company operations.	X	
9. Forms, Supplies, and Mailing - The Company shall be required to supply all of the following items with regard to the administration and operation of the ATB system:		
a. Registration Forms	X	
b. Permits	X	
c. False Alarm Notifications	X	
d. Mailing and Postage	X	
e. Invoices	X	
10. Website Access - The Company shall implement an on-line registration to include but not be limited to the following:		
a. Offer a secure site;	X	
b. Type and submit applications while on-line;	X	
c. Download applications from the website;	X	
d. Verify address information with Master Address File (Drop down boxes are required in web application to eliminate data entry errors. City will provide a list of street direction, street suffix, street type and jurisdiction values to be utilized in the drop-down boxes);	X	
e. Provide capability for the customer to update any change of address information;	X	
f. Provide capability for the customer to check on status of their alarm, payments made or required and renewal date;	X	

SCOPE OF SERVICES	COMPLY	COMMENTS
g. Provide limited access for monitoring companies;	X	
h. Generate an acceptance or denial email to applicant including information on status of permit; and	X	
i. Accept payment online (secure site required).	X	
j. Website shall provide information on fine structure, police response, appeal process, education issues, and other topics related to the City's alarm ordinance.	X	
11. Company shall receive cooperation from the City's technology staff for all data processing activity to support the following:		
a. Daily alarm incidents transferred to the ATB system;	X	
b. Daily additions, modifications and deletions to the ATB database;	X	
c. Daily update to City of permit modifications and new permits from the ATB system and quarterly upload of the full database;	X	
d. Weekly report to the ASC (Alarm Services Center) of any valid addresses that are not in the City's database. This report will include the street number, street name, city and applicant's name; and	X	
e. Resolve any address discrepancies with alarm companies.	X	
12. Alarm Permits		
a. Notify expiring permit holders of upcoming expiration dates.	X	
b. The permit is valid for twelve (12) months and will be required to renew if the alarm user wants the alarm to remain active. If there is a change in residency or business holder, the Company must provide thirty (30) days written notice of expiration date to permit holder.	X	
c. Change permit status as directed by WPD.	X	
13. Provide marketing and communications support		
a. Provide a maximum of ten thousand dollars ($10,000) funding for marketing and communications support through point of purchase displays, brochure production, false alarm notification stickers and distribution to new and existing permit holders and other support as needed to effectively administer the program.	X	

SCOPE OF SERVICES	COMPLY	COMMENTS
b. All Company marketing and communications material are subject to the approval of the City.	X	
14. Registration		
a. Information required to register an alarm:	X	
i. Name;		
ii. Permit holder's address (including suite/apartment number/letter, or some other individual identifier that distinguishes it apart from other locations with similar address);		
iii. Telephone number of the permit holder who will be responsible for the proper maintenance and operation of the alarm system and payment of any fees;		
iv. Type of permitted location (residential or commercial);		
v. Street address of property where alarm is located including apartment number/letter, or some other individual identifier that distinguishes it apart from other locations with similar address;		
vi. Names and telephone number of two (2) contact persons; v11. Name of alarm monitoring company;		
vii. Name of alarm installation company.		
15. Incident Reporting		
a. Verify valid permit at time of notification;	X	
b. No police response (upon notification by alarm company) without current valid permit; and	X	
c. Federal, state, and local authorities claiming sovereign immunity by law cannot pay penalties.	X	
d. Incident Costs and limitations table based on the City Ordinance:	X	
e. False alarms will be tracked on a continuous twelve (12) month basis from the date on which the permit was issued.	X	
16. Additional Ordinance Provisions		
a. Alarm system owners must register their alarms (auto, fire, and medical alarms are excluded);	X	
b. There will be only one (1) permit issued for one (1) address no matter the number of structures present;	X	
c. Local, state, and federal buildings will be required to register. These registrations do not require a fee;	X	
d. The permit or permit number cannot be transferred to another person.	X	

SCOPE OF SERVICES	COMPLY	COMMENTS
e. The alarm user is required to notify the Company or designee of any change that alters any information listed on the permit application.	X	
17. Technical Specifications – Overview of Requirement for System Operations and Services		
a. The Company shall maintain all master file and detail transactions on the proposed ATB system developed. The Company's system shall accommodate easy "user friendly ad hoc inquiry." The system shall permit the designated City personnel to have full access to modify, update, and analyze any records on the system.	X	
b. A daily update is envisioned to provide the necessary data exchange between the systems. City's staff will require on-line terminal access to the ATB system for inquiry and update purposes. The update shall include: 　i. Data modifications, additions, deleted date, and any other pertinent information requested by City. 　ii. Permit Issuance/Renewal Suspension.	X	
c. The Company shall provide City with alarm permits in a format specified by City. City reserves the right to change the format, though will consult in advance with the Company to ensure a successful transition and minimize service interruptions.	X	
d. City shall provide advance notice in writing to Company when changes to the system are expected.	X	
18. The Company shall capture the following information in relation to file:		
a. Applicant/permit holder;	X	
b. Permit number;	X	
c. Site, city and address within City (including suite/apartment number/letter), or some other individual identifier that distinguishes it apart from other locations with similar addresses;	X	
d. Type of property (residential or commercial);	X	
e. Business Name;	X	
f. Owner's Name;	X	
g. Telephone number;	X	
h. Name of alarm monitoring company; and	X	
i. Name of alarm installation company.	X	

SCOPE OF SERVICES	COMPLY	COMMENTS
19. The Company shall maintain the following critical dates:		
a. Permit issue date and renewal date	X	
b. Permit suspension date(s) and all offenses associated with the permit.	X	
c. Permit reinstatement date.	X	
20. Account Management – The Company shall identify and maintain the following account types:		
a. Permit Holder; and	X	
b. Privately owned and maintained, non-permit holders, panic and/or hold-up alarm (tracking purposes only).	X	
21. Database Management		
a. The Company and the City will coordinate the GEO database transfer and layout interfaces during implementation. These data and transport media shall remain the proprietary property of City of Wilmington, Delaware;	X	
b. The Company shall maintain reasons for denial of issuance of a permit for example: Application incomplete, misleading or false;	X	
c. Applicant/permit holder has unpaid charges/fees;	X	
d. The Company shall upload existing alarm permits;	X	
e. The Company shall have the system set aside a permit/invoice when an appeal has been sent to City.	X	
f. The Company shall generate a new invoice for an existing fine after City has heard and denied an appeal. This would reset the thirty (30) days for an overdue payment;	X	
g. The Company shall notify the permit holder of accepted or denied application;	X	
h. The Company" shall generate suspension notices based upon reasons provided by City;	X	
i. The Company shall recalculate the number of alarms and amount owed after City sends in a call change;	X	
j. The Company shall maintain historical information on permit issuance, renewal, suspension, and reinstatement on each property for a twenty-four (24) month period;	X	
k. The Company shall maintain current permit status information;	X	
l. The Company shall maintain incident count (true and false) information on each permit;	X	

SCOPE OF SERVICES	COMPLY	COMMENTS
m. The Company shall provide cross-reference capabilities between permit holder name, address, permit number, and invoice number;	X	
n. The Company shall perform "soundex" search on permit holders and addresses;	X	
o. The Company shall print in a format to be determined during implementation;	X	
p. The Company shall track alarms not reported by alarm monitoring companies (audible alarms); and	X	
q. The Company shall generate and mail a "false alarm notification" to the permit holder for every occurrence.	X	
22. Incident Record Keeping - The Company shall maintain a table of incident criteria including:	X	
a. Permit holder, number of incidents;	X	
b. Non-permit owner (name and address);	X	
c. Number of false alarms before first suspension; and	X	
d. Number of false alarms for second suspension.	X	
23. System Interface - The Company shall interface with the Police Department's system in a manner to be defined during implementation.	X	
24. Accounts Receivable and Billing - The Company shall be responsible for the following:		
a. Capture the following additional data for establishment of an account for billing purposes: 　i. Permit number (account number); and 　ii. Billing name and address (if different).	X	
b. Maintain an active/inactive flag. This will prevent a renewal notice being generated on permits, which have been resolved	X	
c. Determine false alarm charge based on the following: 　i. Numerical incident within 12 month period; 　ii. Type of incident; and 　iii. Category of alarm permit holder (residential/commercial).	X	
d. Generate billings for alarm charges which include the following information: 　i. Past amount due 　ii. Payments made 　iii. Adjustments 　iv. Invoice Date	X	

SCOPE OF SERVICES		COMPLY	COMMENTS
v.	Invoice Number		
vi.	City (CAD) incident number		
vii.	Type of Incident		
viii.	Resource/description		
ix.	Time/date received		
x.	Show all incidents and their associated charges during the current billing period including "Waived Calls"		
e.	Provide balance forward capability on billings.	X	
f.	Waive fees and make appropriate adjustments to the total count only after requested by City.	X	
g.	Input miscellaneous charges on an account directly to the accounts receivable system (i.e., returned check charge).	X	
h.	Incorporate skip tracing procedures on returned billings.	X	
25. Collections			
a.	Input cash receipts and indicate which charges/fees to apply payment; Apply partial payment on collection of charges only;	X	
b.	Process returned checks;	X	
c.	Process cash receipts the same day as received;	X	
d.	Accept Credit Card payments on line;	X	
e.	State clearly what goes to our percentage of forgiven fines in the event a call was mislabeled/cleared incorrectly;	X	
f.	In the case of a conversion, accurately move all information to the new system, and ensure that permits are not to be placed into an inactive file.	X	
g.	The City reserves the right to assign past due accounts to the contractor or not	X	
26. Reports – Generate at least the following reports			
a.	Listing of permits by number, name, address, alarm company, and police district;	X	
b.	Listing of permit counts in all categories;	X	
c.	Listing of outstanding charges;	X	
d.	Listing of cash transactions per day (or by any specific dates) including; cash received by billing type, account adjustments, and returned checks;	X	
e.	Deposit report for weekly/monthly collections;	X	
f.	Monthly alarm roster that includes a detail of incidents generated by alarm company;	X	

SCOPE OF SERVICES		COMPLY	COMMENTS
g.	An incident exception report generated during daily incident update process from City's system including non-permit holder incidents and type codes other than true or false	X	
h.	Provide reports in both alpha and permit number order;	X	
i.	Monthly report to list receiveable balance; and	X	
j.	End of fiscal year detailed report of all outstanding receivables	X	
k.	A six (6) month report that includes the number of registered users, number of monitors, number of providers, total fees collected, and other statistics as mutually agreed by the parties during implementation.	X	
27. System Attributes			
a.	System Availability - The system should be available twenty-four (24) hours a day, seven (7) days a week.	X	
b.	Back-Up Systems Disaster Recovery The Company shall provide a disaster recovery plan to be approved by City. The Company upon concurrence shall implement the approval plan. The Company shall be required to keep back-ups of data and have secure off-site storage approved by City.	X	
28. Production Control			
a.	Transfer of data/process schedule: Alarm incidents shall be captured by City's system over the twenty-four (24) hour period from midnight to midnight. City's system will transfer this data to the Alarm Monitoring system no later than 8:00 a.m. the following day.	X	
b.	The Company shall transfer a skeleton version of the entire permit database (if required) that includes, but is not limited to, the new incident count and status of each account. This data shall be delivered to the City's FTP site no later than 8:00 p.m. the same day, providing a maximum window of twenty-four (24) hours to process the incidents.	X	
c.	It will be the Company's responsibility to accommodate all data transfers by file transfer protocol (FTP) or other method by mutual agreement.	X	

SCOPE OF SERVICES		COMPLY	COMMENTS
d.	Delivery of Outputs - Daily reports shall be delivered electronically to City by mutually agreed upon time each day. Monthly reports shall be delivered no later than seven (7) working days after the end of the month	X	
29. Assistance on Contacts			
a.	User Support: The Company shall provide contact for daily assistance in each area of responsibility including user support, systems support, and operations support.	X	
b.	The Company shall provide on-site training of City personnel with reasonable notice upon request.	X	
30. Response to Citizen Inquiries and Requests			
a.	The Company shall provide a customer support center through a toll-free or local number to answer citizen telephone inquiries between the hours of 8:30 a.m. EST/EDT and 5:00 p.m. EST/EDT, Monday through Friday, (excluding holidays recognized/specified by the City of Wilmington).	X	
b.	The Company shall provide personnel to answer basic questions from persons billed, such as billing, address correction, and whom to contact at City for further questions. The Company shall provide telephones, space, and all other requirements to perform this task.	X	
c.	The Company shall provide a separate toll free or local number and contact for City personnel.	X	
31. System Access Authority Change			
a.	The Company shall maintain a level of security, which ensures only authorized personnel to have access to the ATBS. All changes to the system access shall be provided to the Company in writing.	X	
b.	It shall be the responsibility of the Company to control and ensure that only appropriate Company personnel have access to the ATB system. City may require the Company to provide a list of all users who have access. Information provided to the Company may not be used for any purpose, other than the operation of the ATB system on behalf of City, without the express written permission of City. Unauthorized use of this information may result in cancellation of this contract.	X	

SCOPE OF SERVICES	COMPLY	COMMENTS
32. Application Program Installation		
a. The Company shall be responsible for the development, programming, testing, training, and installation of the ATB system.	X	
b. Test results demonstrating proper functionality of the ATB system shall be presented and reviewed with City's designated technology representative for sign- off and approval.	X	
c. External interfaces between City and the Company shall be tested and accepted prior to commencement of services.	X	
33. Documentation		
a. The Company shall be responsible for maintaining appropriate systems documentation including program listings and file layouts. The Company shall produce documentation for review upon City's request.	X	
b. The Company shall provide appropriate end-user documentation, which includes, screen input, processing schedules, and report examples.	X	
34. Enhancements		
a. Enhancements may be requested by City as required. Expected turnaround of enhancement requests shall be determined by urgency (i.e., ordinance change). Therefore, input is requested from the Company relative to the methods and pricing for the enhancements requests.	X	
b. Enhancements may be requested due to but not limited to the following: Ordinance changes; changes to the file layout, annexations, street name changes, processing, and identified improvements in the system from users.	X	
35. City Responsibilities		
Notwithstanding any other responsibility or requirement of the City set forth in this Agreement. The Department of Finance will coordinate all communication between the Company and all other parties who are authorized to act on behalf of the City.		Understood.
36. Insurance		
The contractor shall obtain at its expense, at a minimum, insurance coverage as set forth below within ten (10) days of contract award, send a duplicate copy of the insurance policies to the City, and keep such insurance in force throughout the contract period. All insurance provided by the Contractor as required in this section, except comprehensive		Understood. We will provide proof of insurance after contract award.

SCOPE OF SERVICES	COMPLY	COMMENTS
automobile liability insurance, shall set forth the City as an additional insured. All insurance shall be written with responsible companies licensed by the State of Delaware with a duplicate copy to be sent to the City within ten (I 0) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the City prior to their termination.		
a. Public Liability and Property Damage Insurance: Insurance against liability for personal and bodily injury and property damage in the amount of $1,000,000 for each individual and $2,000,000 in the aggregate (liability) and $1,000,000 (property).		
b. Workers' Compensation: The Contractor shall carry Workers' Compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement. The Contractors shall agree to comply at all times with the provisions of the workers' compensation laws of the State of Delaware.		
c. Comprehensive Automobile Liability Insurance: The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by laws of the State of Delaware.		
37. Employment Provisions		
Goal Statement for Disadvantage Business Participation In order to expand opportunities and insure fair participation for disadvantaged individuals and businesses in its professional services contracts, the City has set a goal off 10% Disadvantaged Business Enterprise (DBE) participation for its procurement of services. Questions regarding the DBE program should be directed to the Office of Economic Development Office at 302-576-2130.	X	We propose to partner with Collection Bureau of America (CBA), a certified MBE, for collection of delinquent alarm accounts. CBA currently provides this service to the Delaware State Patrol, which is a CryWolf client.

SCOPE OF SERVICES	COMPLY	COMMENTS
38. References		
Service Providers shall include with the response to this RFP, five (5) references from contracts similar in size and scope of services to those outlined in Scope. References shall be from existing contracts and shall include the following information: company name, company address, contact name, contact phone number, and contact fax number. References should be listed on Appendix "A" titled Alarm Registration and Management Services References.		References are included in Appendix B – Alarm Registration and Management Services References in Section 7.
39. Pricing		
Vendors shall submit their price proposal that will be paid to the City of Wilmington.		Pricing is outlined in Section 6 of our Proposal.

Section 4.   Project Team

We successfully manage many alarm projects while maintaining a national reputation for exceptional client service. Our staff has supported hundreds of alarm programs over the years. We have developed the critical resources necessary to benefit from economies of scale and to develop and share best practices among our projects. Our customers consistently comment about the high-quality service they and their citizens receive. We believe this consistently strong reputation demonstrates our ability to balance the needs of individual programs with the corporate structure necessary for financial stability and longevity.

Our approach to project management and support is designed to deploy the most effective resources at each stage of a project's development. Our staff is large enough that we have dedicated teams in areas such as technical development, project implementation, outsource operations, and customer service. Our outsource operations are further divided into multiple sub-teams, managed by team leaders, that focus on smaller groups of projects. This approach helps us tailor and focus each team's efforts on specific projects and allows us to be more responsive to the needs of individual customers. The approach means that the City will have a dedicated service team familiar with the City's alarm program and ordinance provisions. Evidence of our responsiveness can be found in discussions with the customers we reference in Section 7 of this proposal.

Our project staffing is designed to develop and foster close working relationships between our staff and each client. We believe these groups must function as a team to operate an efficient program and achieve alarm program objectives. Each of our customers is assigned a main point of contact for project implementation and for ongoing program services. That contact remains the same to ensure the smoothest transition from startup activities to ongoing operations. We also assign a compliance specialist to monitor ordinance compliance and oversee any ordinance or business rule changes needed during the course of the contract. Additionally, both our Director of Finance and our Technical Director of Outsource Operations will be involved in the implementation and will be available to address any critical problems that arise during both implementation and execution.

Staff Qualifications/Experience

Our personnel have proven expertise in the design, development, testing, training, implementation, and operation of false alarm management programs. This project will have the support of individuals with extensive knowledge of law enforcement operations, government processes, software engineering, project management, and customer service. Our extremely qualified alarm program development and support staff possess more than 150 combined years of false alarm management experience. All alarm management and alarm system development services are performed entirely by our staff, that reside and work in the United States. Our customer service staff are courteous, professional, and knowledgeable.

Among the methods we use to ensure our high quality and proficient technical services are the following:

- **Employ highly experienced technical staff.** As shown in their resumes, our technical staff not only have degrees in computer systems and programming, they possess many years of experience in law enforcement and public safety.
- **Continue technical training.** Our technical staff remains current in their technical expertise through continuing education in Advanced C++ and C# programming, and advanced Web-based ASP.NET development.

- **Maintain technical certifications.** We participate in technical and business programs with Microsoft. Our false alarm management system, CryWolf, is the only patented alarm tracking and billing software in the industry which is evidence of the unique and proprietary design.
- **Partner with other public safety companies to develop reliable system interfaces.** We have developed system interfaces between CAD, RMS, and CryWolf involving nearly 35 public safety vendors. Our CAD-to-CryWolf interface is fully automated and operational in more than 200 jurisdictions and requires little ongoing time from City staff to transfer the CAD alarm incident information to CryWolf.

Key staff qualifications are summarized below and more detailed resumes are included at the end of this section.

Key Personnel

The following project organization chart outlines a team which includes a project lead, technical team, operations, and customer service support staff, corporate oversight, and accounting management. The proposed project team is currently in place and ready to immediately begin administering the City's Alarm Registration and Management Services solution.
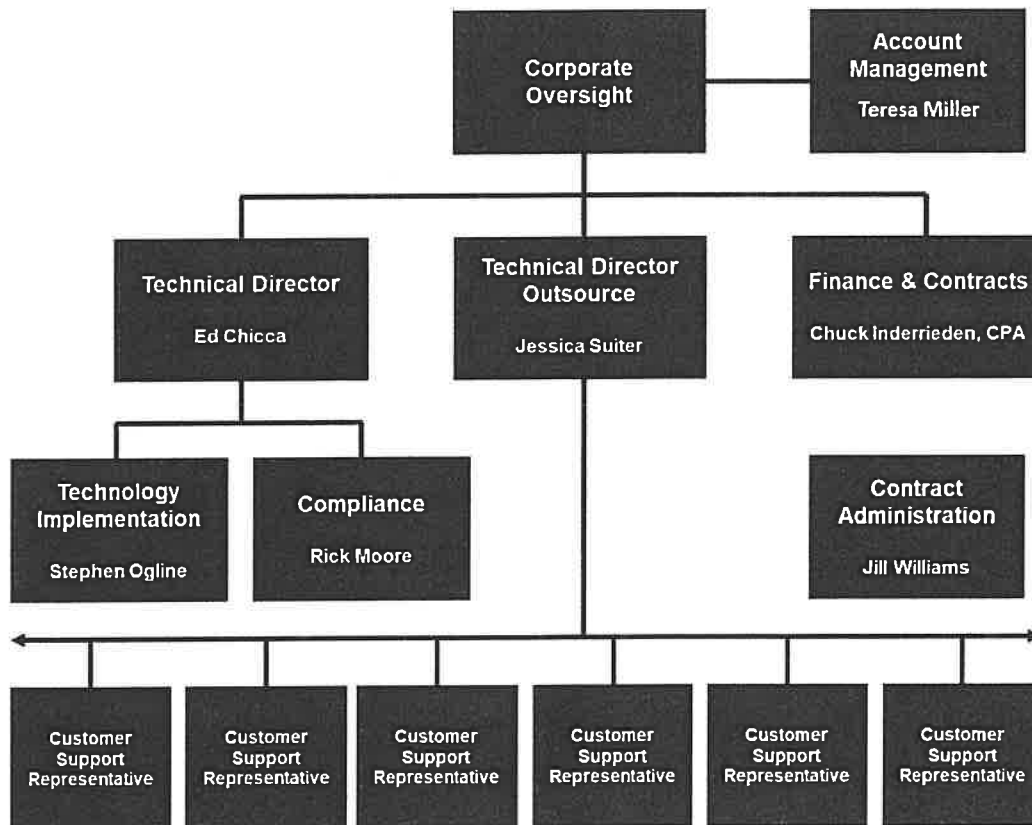
Project Management Team

Effective project management demands a team with extensive program knowledge and experience with alarm processing and outsource operations. Acting as our Technical Director of Outsource Operations, Ms. Jessica Suiter is the primary point of contact during implementation for the City of Wilmington. Ms. Suiter has successfully demonstrated and understands the importance of establishing a close working relationship with the customer.

Technical Director of Outsource Operations: Jessica Suiter	
Experience:	Jessica Suiter has supervised and supported CryWolf alarm services programs for more than 100 client agencies. Ms. Suiter served as a Program Manager from 2011 to 2014 and as a Senior Customer Service Team Lead since 2009. She possesses strong analytic and organizational skills and is instrumental in the startup and implementation of outsourced contracts. As Director of Operations, Ms. Suiter managed the implementation for Charlotte-Mecklenburg County, NC; DeKalb County, GA; Dallas, TX; and Honolulu, HI.

Ms. Suiter will coordinate all implementation activities to ensure that the false alarm reduction program is operational, on schedule, and meets all ordinance and operational objectives. In addition to serving as the overall point of contact and responsibility, Ms. Suiter monitors and reports on the project status, coordinates all technical activities, reviews and submits all project deliverables, and manages our staff assigned to this project. Ms. Suiter will maintain primary day-to-day contact with the City's Alarm Administrator during implementation.

Operations and Customer Service

The operations and customer service components of alarm administration are critical to the overall long-term success of any false alarm program. Our proposed alarm billing and customer services are provided 100% by our employees.

Our staff is supported by the latest systems and administrative processes. We also have the technical infrastructure necessary to keep City alarm data secure and confidential. We continually strive to extend our national reputation for responsive, high-quality customer support.

In addition to those permanently assigned to this project, we will use the resources and skills of others in the organization that have intimate knowledge of alarm processes and operational methods which will be used. Customer Support Representatives (CSRs) are cross-trained on the specific procedures and responses used in working with telephone and written inquiries from citizens and businesses.

Experienced CSRs handle false alarm notice billing, accounts receivable processing, initial and renewal registration processing, and all related printing, mailing, and reporting. CSRs will also provide correspondence management. Additionally, our alarm services staff is skilled in customer interaction and provides hands-on support to facilitate citizen inquiries and support service needs.

All new employees undergo background checks and are formally monitored to ensure quality customer service skills. Employees also regularly attend courses to enhance their skills and improve communications. We employ a multilingual service that allows our representatives to assist callers in nearly 175 languages

Technical Team

Our in-house technical team possesses the optimum combination of experience in alarm administration, software development, systems interfaces to CAD, RMS, and financial systems, data conversion, and web-based alarm management functions. This team is responsible for alarm management technology used by all our clients.

As Technical Director, Mr. Ed Chicca will concentrate his efforts on the initial project start-up and implementation phase including developing the startup plan, participating in regular City status meetings, managing program website development, managing CAD and financial interface implementation, and ensuring smooth transition from startup to ongoing billing collection operations.

Technical Director: Ed Chicca	
Experience:	Ed Chicca is a retired police officer with more than 30 years of law enforcement experience, including five years as Commander of Information Systems for the Prince George County, Maryland Police Department. He also has more than 16 years of systems development experience. Mr. Chicca led the team that designed, developed, and currently maintains the CryWolf system. He has also managed the implementation of CryWolf false alarm billing systems and services for more than 125 jurisdictions, including Harris County, TX; Austin, TX; Dallas, TX; and Atlanta, GA.

The Technical Director is supported by key personnel with proven experience in the design, development, testing, training, implementation, and operation of false alarm administration programs. Because this staff is employed by us, we can ensure that the numerous technical needs of the City are met quickly and effectively throughout the life of the project.

Technology Implementation: Steve Ogline	
Experience:	Steve Ogline has provided his technical expertise to CryWolf since 2013. Mr. Ogline possesses a proven technical background in interface development and data transfer protocols. He has provided technical support on more than a dozen false alarm solution projects including development of numerous alarm data interface and several financial system interfaces to the CryWolf system, including Montgomery County, MD; Miami-Dade County, FL; and Los Angeles, CA.

Ordinance Compliance: Rick Moore	
Experience:	Rick Moore has been involved in the implementation and client training for dozens of false alarm programs. Mr. Moore is instrumental in reviewing charging decisions and researching unique officer incident clearances for the alarm programs to ensure adherence to agency business practices and alarm ordinances. He is a retired police lieutenant and ran three large, successful false alarm reduction programs during his law enforcement career. Mr. Moore has also served on the Board of the National False Alarm Reduction Association (FARA) and served as an officer of FARA.

Financial Controls

Solid accounting practices and strong financial controls are critical to a successful alarm program. At the beginning of the project, we will work with the City to create a plan that ensures collections are accurately and efficiently processed and financial transactions are well-documented in accordance with City fiscal policies. The following individuals will be directly involved in the financial aspects of this project.

Finance and Contracts: Charles Inderrieden, CPA	
Experience:	Chuck Inderrieden manages all financial aspects, including reporting, oversight, and monitoring internal financial controls. He has more than 20 years of experience in senior financial management in the private sector domestically and internationally. Mr. Inderrieden holds a B.S. in Accounting from Clarkson University and is a licensed Certified Public Accountant.
Contracts Manager: Jill Williams	
Experience:	Jill Williams oversees administrative, banking, and financial processes related to false alarm services projects. Ms. Williams acts as the false alarm liaison for bank lockbox operations and manages the billing and collection of accounts receivables, including reconciling the revenue share calculations of alarm administration programs.

Account Management

We assign oversight to ensure appropriate project accountability and to quickly address any project issues escalated by our customers or our project personnel. Throughout the project, and beyond, Teri Miller will be available to the City, and in her client relationship role, Ms. Miller will monitor the project, be involved as required, and be an internal advocate for the City. With more than 25 years of public safety experience, Ms. Miller has been communications (911 dispatch) supervisor for a large multi-agency/jurisdictional agency and has held several positions including project manager, trainer, tester, and sales executive for several public safety software companies.

Resumes

The resumes included on the following pages reflect full-time employees currently targeted for this project. Should resource requirements change, resumes will be offered to the City for review upon request.

Edward Chicca, Project Manager and Technical Director

Job Duties	Leads the design and development of CryWolf system. Designs, develops and implements online, web-based CryWolf applications and interfaces. Manages multiple CryWolf projects. Past projects include Los Angeles, CA; Chandler, AZ; Fairfax County, VA; Baltimore County and City, MD; Albuquerque, NM; Frederick County, MD; Greater Sudbury, ON; Greenville County and City, SC; Hamilton Police Service, ON; Indian River, FL; Toronto, ON; and Lewisville, TX (2000 to Present)
Experience and Skills	• **Senior Programmer/Analyst - Applied Ordnance Technology (1998 to 2002)** • **Commander, Information Systems - Prince George's County, MD (1972 to 1994)** Directed all activities involved with the conceptualization and development of mainframe and PC based programs. Generated and implemented new approaches and methodologies to existing programs and created functional specifications for departmental mainframe applications. Developed regression models for crime trends, which related to projected population growth statistics throughout Prince George's County.
Education and Certifications	• Master of Science – Management Information Systems – University of Maryland • Bachelor of Science – Computer Science and Business Mgt – Univ. of Maryland

Chuck Inderrieden, Director of Finance and Administration

Job Duties	Oversees, monitors, and directs the day-to-day operations of finance, accounting and administration .Ensures financial integrity of all reporting and processes through implementation, monitoring and review of controls, policies and procedures. Budgets and forecasts financial and operational performance. Ensures compliance with all banking, legal, tax, and GAAP accounting requirements (2009 to Present)
Experience and Skills	• **Chief Financial Officer – IMAS Publishing Group (1995 to 2007)** Oversaw the day-to-day functions of A/R, A/P, P/R, G/L, billing, collections, administration, HR, MIS, and building management. Analyzed and evaluated financial and operational performance of domestic and international operations and identified areas for improvement on an ongoing basis. Identified, developed, and monitored key operational and financial indicators. Established and implemented corporate financial policies, and ensured proper internal controls. Developed and implemented financial and forecasting models that led to enhanced corporate manageability. • **Controller – St. Anthony Publishing, Inc. (1989 to 1995)** • **Controller – Capitol Publications, Inc. (1985 to 1989)**
Education and Certifications	• Bachelor of Science, Accounting – Clarkson University • Maryland CPA, License no. 17236

Teri Miller, Regional Sales Manager

Job Duties	Responsible for the complete aspect of CryWolf sales to public safety clients. Cold calls, manages proposals, and identifies client and company needs. Presents products. Responsible for license agreements. Creates quotes, negotiates contracts, and manages procurement options. (2008 to Present)
Experience and Skills	**Regional Sales Manager, PDSI (2004 to 2008)** • Responsible for the complete aspect of the sale of automated scheduling solution to public safety clients. • **Senior Technical Sales Engineer, Motorola Company (2000 to 2004)** • **Sales Support Team Manager, Tiburon, Inc.(1996 to 2000)** • 25 years public safety sales, project management and training experience
Education and Certifications	• Red Rocks Community College • Certified EMT

Rick Moore, Senior Trainer and Ordinance Compliance

Job Duties	Provides training and start-up assistance on CryWolf to municipal and county governments in the United States and Canada. Has managed and trained client staff for dozens of large CryWolf installations including Baltimore City, MD; Fairfax County, VA; Greenville County and City, SC; Minneapolis, MN, and Toronto, Ontario. Mr. Moore is instrumental in reviewing charging decisions and researching unique officer incident clearances for the alarm programs to ensure adherence to client's business practices and alarm ordinances. (2002 to Present)
Experience and Skills	• **Director, False Alarm Unit—Prince George's County, MD Police Department (2000 to 2002)** Planned and directed activities in the Unit while supervising professionals in the enforcement of the County's Hold-Up and Burglar Alarm legislation. Ensured timely, quality customer service to citizens and alarm companies. Prepared appeals for the Chief of Police. Brought current an eight-month billing backlog and registered over 7,500 expired registrations. Oversaw +72,000 registered users. • **False Alarm Operations Manager—Montgomery County, MD Police Department (1991 to 2000)** • **False Alarm Reduction Unit Manager—Baltimore County, MD Police Department (1997 to 1999)** • **Police Officer—Baltimore County, MD Police Department (1975 to 1997)** • Over 40 years of law enforcement and project implementation experience

Steve Ogline, Programmer/Analyst

Job Duties	Performs data conversions from legacy alarm management systems to CryWolf. Designs interfaces to connect foreign systems to CryWolf. Advises customers on database best practices. Develops and maintains support documentation. Analyzes customer's business requirements based on specifications provided. Software design and development to meet customers' specific needs and standards. Product integration and interface development of CryWolf to customer's existing dispatch, records, and financial management systems. Product performance and reliability testing. Maintains software including software on legacy systems. Writes documentation and trains end users on software. Supports customers via a call-in help line, including remote-access troubleshooting. Implements patches and upgrades customers' live systems. (2013 to Present)
Experience and Skills	• Knowledge of C#, VB.Net, Web Services, VB6, SQL, JavaScript, C++, Java, HTML, PHP, and MIPS Assembler languages • Knowledge of Windows, DOS, and Linux operating systems • Five years of public safety software engineer and programming experience
Education and Certifications	• Bachelor of Arts in Computer Science, Indiana University of Pennsylvania

Jessica Suiter, Director of Outsource Operations

Job Duties	Oversees the day-to-day activities of the outsource operations personnel to ensure standards for customer service are maintained. Manages and monitors all key performance indicators and contractual obligations to ensure contract compliance. Assess workload, evaluates impact to service levels, and makes recommendations as needed. Identifies deficiencies, makes recommendations, and takes action for improvements for outsource operations. (2014 to Present)
Experience and Skills	• **Program Manager – Public Safety Corporation (2011 to 2014)** Primary point of contact for contracts, including new and ongoing projects. Liaison between the company and client to assist in resolving any software or billing issues. Created, implemented, and reviewed customer databases and financial reports. Effectively mentored, managed, and evaluated performance of Customer Service Representatives. Recruited, hired, and oversaw training of all outsource representatives. Developed and maintained correspondence templates for all clients. Created and maintained standard operating procedures. Developed and maintained all training materials and manuals used in office for all clients. Prepared and analyzed various contract status reports for Chief Operating Officer. • **Senior Customer Service – Public Safety Corporation (2009 to 2011)** • Eight years of administrative and customer service experience and four years of supervisory experience
Education and Certifications	• Bachelor of Science, Business Administration – University of Maryland University College • Associates of Arts, Communications – College of Southern Maryland

Jill Williams, Corporate Contract Manager

Job Duties	Manages administrative, banking, and financial processes related to contracts. Ensures compliance of contract requirements. Serves as liaison for bank lockbox operations. Responsible for managing multiple bank accounts and reconciliations. Manages billing and collection of accounts receivable. (2007 to Present)
Experience and Skills	• **Medical Transcriptionist (2000 to 2007)** Part-time independent contractor with expertise in multiple specialties. • **Supervisory Administrative Officer – National Imagery and Mapping Agency (1997 to 2000)** • **Administrative Officer – National Imagery and Mapping Agency (1992 to 1997)** • 10 years of accounting and contract compliance experience
Education and Certifications	• Bachelor of Science, Business Administration – University of Maryland • Leadership Development Program, Human Technology • Management Development I & II, USDA Graduate School

Section 5.   Transition Plan

CryWolf is currently used by Conduent staff to track registrations, generate notices and invoices, and reconcile payments for the City. CryWolf already contains tens of thousands of historical Wilmington alarm events, 12 years of correspondence and financial transactions, administrative notes, and volumes of other related data. The system also supports the City's ordinance provisions with City-approved correspondence and follow-up processes, and Wilmington-specific customization will remain in place. Accordingly, only continued use of CryWolf can guarantee that the transition to the new contract will occur with no suspension of current services, no delayed or lost transactions, and no program downtime

Section 6.   Price Proposal

We have a long and successful track record of helping cities and counties increase their service levels, reduce false alarms, and increase revenue collections on a risk-free, self-funded basis. The following information describes our proposed fee to provide Alarm Registration and Management Services to the City.

Revenue-Share Approach

Our proposed revenue-sharing approach requires no out-of-pocket or startup expenditures by the City. All of our proposed service fees will be based on alarm program fees and fines collected. The alarm program collections will cover all software development, licensing, website hosting, the New World CAD alarm incident data and alarm permit (bi-directional) interface, data conversion, equipment, postage, supplies, and other costs incurred by us to provide the Alarm Registration and Management Services software solution described in this proposal.

Following our analysis of expected City false alarm program revenue, projected program costs, and alarm program activity, we propose a fixed revenue share percentage of **30% for Superion and 70% for Wilmington**. Only bank fees, citizen overpayments (if any), credit card fees (if any), and mailing costs (postage, paper, and envelopes) at first class rate will be withheld (paid) from gross collections before revenue sharing percentages are applied. Any certified mail requirements will be billed separately on a monthly basis and not subject to the revenue share division. Additonally, the fund for public education and community outreach, as requested in the RFP, will be deducted from the City's revenue on as-incurred basis.

Permit Data Update Process (Bi-directional Interface) to Tyler Technologies (New World) CAD

As described in this proposal, alarm dispatch efficiency, false alarm enforcement, and officer safety are greatly improved when dispatch and responding personnel have ready access to alarm statuses (e.g., active or suspended), alarm system contact information (names and phone numbers), and site conditions (e.g., senior in building, weapons/hazardous materials stored onsite). In order to automate the process of updating the CAD daily with this information, we have collaborated with New World and jointly developed a bi-directional, CryWolf-to-CAD interface which accomplishes this data transfer with minimal City CAD and technical staff involvement. The cost for the transfer of alarm permit data to the New World CAD is included in the revenue-share percentages stated above.

Disadvantaged Business Enterprise Content

To support the City's desire to expand business opportunities for disadvantage businesses, we propose teaming with a collection services company, Collection Bureau of America (CBA), to help improve delinquent debt collections. CBA supports more than 1000 municipalities, including Delaware State Patrol, and is a certified Minority Business Enterprise (MBE). The same revenue-share percentages will be applied to net delinquent debt collections secured from CBA.

Improve Alarm Program Performance

Based on our review of the City current alarm program, there are several false alarm reduction best practices that, if implemented by the City, could dramatically improve the program's performance. As an example, we have provided alarm management services for New Castle County since 2009. When we started this project, the County had about 20,000 registered alarm systems. With our partnership, the County currently has nearly 45,000 tracked alarm systems, a 118% increase. Additionally, by rigorously enforcing the City's false alarm ordinance, violators received required notices and sanctions which helped reduce the average false alarms per alarm system 55% and increase fee and fine collections (70%) for the County.

The following are some suggested best practices for the City to consider:

- Enforce non-response policy after the 7th false alarm
- Initiate non-response policy for unpaid balances after 90 days
- Engage a collection agency, which we have included in this proposal
- Initiate annual permit renewal
- Renew public awareness campaign with ordinance updates and requirements
- Enact enhanced call verification for the alarm companies
- Enforce the requirement from the alarm companies to provide their users adds and deletes
- Enforce requirement for alarm companies to register, and initiate an annual renewal of this fee
- Remove certified mail requirements

If the City adopted the best practices outlined above, revenue-share percentages could be reviewed and re-negoiated to increase the City's portion of the revenue share.

Pricing Assumptions

The percentages in our pricing approach are based on several assumptions:

- The Ordinance fee/fine schedules remain in substantially the same form as outlined above
- The City applies a fair, but firm approach to appeals resulting in alarm fines being generally upheld, e.g., greater than 95%, on appeal
- The City actively supports enforcement of the Ordinance, including the proactive collection of all fine amounts owed

Mechanism for Revenue Share Calculation and Transfer

For the provision of all services and technology outlined in this proposal, we propose to obtain payment exclusively from the collected revenues we help generate. There will be no upfront systems development, CAD interface software and installation services, licensing, conversion, equipment, travel, or other costs. We will purchase, configure, install, and customize everything we need to provide the alarm management services solution as proposed herein.

We propose the following collection and payment transfer procedure which we have used successfully in many jurisdictions. At the beginning of each month, we will reconcile all amounts collected during the previous month and provide the City with an invoice showing the fee calculation and supporting payment reconciliation. Once the invoice is approved by the City, electronic transfers, e.g., ACH transfers, will be authorized and made to the City and to us based on the proposed revenue share percentages shown above.

Section 7.   Additional Information

This section contains the following items:

- Disclaimer
- Appendix A – Signature/Acceptance Page
- Appendix B – Alarm Registration and Management Services References

Disclaimer

Superion welcomes the opportunity to respond to the City's Request for Proposal (the "RFP"). The responses of Superion to questions posed by the City's RFP are provided in good faith based on Superion's interpretation of the RFP; however, such responses do not constitute or give rise to contractual commitments on behalf of Superion. The contractual terms and conditions under which Superion proposes to provide the software and services identified in the accompanying Proposal, for the fees provided for in the accompanying Proposal, are those expressly set forth in Superion's then-current "Agreement" for software license and services (the "CryWolf Agreement") along with additional, mutually acceptable terms and conditions as negotiated in good-faith. A current copy of the CryWolf Agreement can be furnished to the City upon request.

The advantage that is derived from utilizing the CryWolf Agreement is that the terms of such agreement have been developed over the course of many years and are specifically tailored to the products that are offered by Superion. With hundreds of clients and its status as a leading supplier of alarm management services to public safety and local government entities across the country, Superion has a long and successful history of negotiating agreements with public entities. Many of these entities have required that certain contractual provisions be included in agreements entered into between Superion and the respective entity. As demonstrated by our extensive client base, through good faith negotiation, Superion has been able to address a wide variety of concerns and mandates set forth by the respective entities. Superion has every confidence that in the instant case, we will be able to address all terms and conditions to the satisfaction of both parties. However, we reject any express or implied acceptance of any other terms or conditions other than those expressly enumerated in the CryWolf Agreement, as any such agreement may be negotiated by the parties, even if those terms or conditions are included in the RFP, in our submission of this response, or in any other written or oral communications between the parties.

Please note that references by Superion to enhancements, improvements, new releases, or other functional and/or technical items that are not available in general release as of the date of this proposal ("Future Functionality") do not represent commitments on the part of Superion that it will develop or deliver any such items. Accordingly, Superion does not include in its agreements with customers any commitments or obligations relating to the development or delivery of specific Future Functionality.

Appendix A – Signature/Acceptance Page

Please see the following page for the Appendix A Signature/Acceptance Page.

ALARM REGISTRATION AND MANAGEMENT SERVICES

19018DFPS

APPENDIX A

SIGNATURE/ACCEPTANCE PAGE

Superion
_____
Name of Company

1000 Business Center Dr, Lake Mary, FL 32746
_____
Address

800-727-8088   407-304-3301
_____   _____
Telephone No.   Fax No.

[signature]   81-4692347
_____   _____
Authorized Signature   Federal Tax I.D. No.

Lisa Neumann   July 24, 2018
_____   _____
Printed Name   Date

proposals@superion.com
_____
Email/Website

Teri Miller
_____
Sales Representative

Appendix B – Alarm Registration and Management Services References

The client reference list on the following page is confidential and proprietary information. This list is furnished and accepted on the express condition that it shall not be duplicated or disclosed, in whole or in part, except to your staff and agents when necessary for evaluation purposes, without prior written consent.

The provided references are alarm registration and management projects with similar requirements to those specified by the City. Please note, this is only a partial list of our alarm management projects to illustrate our experience.

For the convenicence of the City, we have presented email addresses instead of fax numbers. If fax numbers are requested, please contact Superion for a full list, when available.

ALARM REGISTRATION AND MANAGEMENT SERVICES

19018DFPS

APPENDIX B

ALARM REGISTRATION AND MANAGEMENT SERVICES REFERENCES
(PLEASE TYPE OR PRINT A SUMMARY OF YOUR RESPONSE BELOW)

Reference One Company Name	**Wilmington, DE**
Reference One Contact Name	Debra Wooden, Alarm Coordinator
Reference One Phone Number	302-576-3137
Reference One Fax Number	dwooden@wilmingtonde.gov
Reference Two Company Name	**Delaware State Patrol**
Reference Two Contact Name	Lt. Kerry Reinhold, Alarm Administrator
Reference Two Phone Number	302-672-5303
Reference Two Fax Number	Kerry.reinhold@state.de.us
Reference Three Company Name	**New Castle County, DE**
Reference Three Contact Name	Corporal Robert Abbott, Alarm Coordinator
Reference Three Phone Number	302-395-8074
Reference Three Fax Number	rwabbott@nccde.org
Reference Four Company Name	**Charlotte/Mecklenburg County, NC**
Reference Four Contact Name	Craig Allen, Alarm Coordinator
Reference Four Phone Number	704-432-9969
Reference Four Fax Number	tallen@cmpd.org
Reference Five Company Name	**Reading, PA**
Reference Five Contact Name	Sgt. Stephen Anderson, Alarm Coordinator
Reference Five Phone Number	610-655-6116
Reference Five Fax Number	Stephen.anderson@readingpa.gov

Additional References

We have provided an additional three references for the City's review.

Reference Six Company Name	**Albemarle County, VA**
Reference Six Contact Name	Rosa Thacker, Alarm Administrator
Reference Six Phone Number	434-872-4503
Reference Six Email Address	thackerr@albemarle.org
Reference Seven Company Name	**Fayetteville, AR**
Reference Seven Contact Name	Cpl. Tiffney Lindley, Alarm Administrator
Reference Seven Phone Number	479-575-8338
Reference Seven Email Address	tlindley@fayetteville-ar.gov
Reference Eight Company Name	**Greenville, NC**
Reference Eight Contact Name	Sue Smeltzer, Alarm Coordinator
Reference Eight Phone Number	252-329-4897
Reference Eight Email Address	ssmeltzer@greenvillenc.gov

AN ORDINANCE AUTHORIZING THE CITY TO TRANSFER A PAYMENT RECEIVED FROM THE DIAMOND STATE PORT CORPORATION TO AN ESCROW FUND SECURING CERTAIN GENERAL OBLIGATION BONDS OF THE CITY; AND AUTHORIZING OTHER NECESSARY ACTION.

#4590

Sponsor:

Council Member Guy

WHEREAS, the City of Wilmington (the "City") and the Diamond State Port Corporation, a Delaware corporation created in the Department of State of the State of Delaware ("Diamond State"), have heretofore entered into a Port of Wilmington Acquisition Agreement, dated as of September 1, 1995, as amended and supplemented (as so amended and supplemented, the "Agreement") pursuant to which the Diamond State acquired the Port of Wilmington (the "Port") from the City; and

WHEREAS, under the Agreement, Diamond State agreed to execute and deliver to the City various promissory notes, which notes obligate Diamond State to pay to the City amounts which represent debt service paid by the City with respect to portions of various issues of general obligation bonds which had previously been issued by the City to finance capital improvements to the Port (collectively, the "Port Debt"), including the City's General Obligation Bonds, Series of 2010A (the "2010A Bonds") which refunded certain of the Port Debt; and

WHEREAS, Diamond State has entered into a Lease and Concession Agreement (the "Concession Agreement"), with GT USA Wilmington, LLC, a Delaware limited liability company ("GT USA"), pursuant to which Diamond State has transferred to GT USA the right to commercially operate the Port; and

WHEREAS, the commencement of the Concession Agreement is conditioned upon, among other things, the satisfaction of the City's mortgages presently encumbering the Port; and

WHEREAS, in return for the right to commercially operate the Port, GT USA has committed to, among other things, make an initial payment to Diamond State, and Diamond State has determined to transfer a portion of such payment to the City in the approximate amount of $2,600,000 (the "City Payment") in order to fully discharge the Port Debt, and to allow the City to satisfy its mortgages encumbering the Port; and

WHEREAS, the City has determined to apply the City Payment to defease certain of the 2010A Bonds by transferring the City Payment into an escrow fund (the "Escrow Fund") held by Wilmington Trust, National Association, as escrow agent (the "Escrow Agent") pursuant to a Pledge and Escrow Agreement (the "Escrow Agreement") between the City and the Escrow Agent.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. <u>Authorization of Transfer of City Payment</u>. The City hereby authorizes the City Treasurer to transfer the City Payment from the City's General Fund to the Escrow Agent for deposit in the Escrow Fund for the purpose of defeasing a portion of the City's 2010A Bonds.

SECTION 2. <u>Authorization of Escrow Agreement</u>. The City is hereby authorized to enter into the Escrow Agreement in form and substance as determined by the City's Treasurer, pursuant to which the City Payment will be held and invested by the Escrow Agent until it is applied to pay certain of the 2010A Bonds.

SECTION 3. <u>Further Act</u>. The appropriate officers of the City are hereby authorized and directed to take all such action, execute, deliver, file and record all such

documents, and otherwise carry out the intent of this Ordinance in the name of and on behalf of the City.

SECTION 4. Effective Date. This Ordinance shall be deemed effective as of its date of passage by City Council and approval by the Mayor.

First Reading.......... November 1, 2018
Second Reading....... November 1, 2018
Third Reading.......

Passed by City Council,

_____
President of City Council

Attest: _____
City Clerk

Approved this _____ day of _____, 2018

_____
Mayor

SYNOPSIS: This Ordinance authorizes the transfer of the payment received by the City from Diamond State Port Corporation in connection with a Lease and Concession Agreement covering the Port, into an escrow fund to defease debt of the City.