

RESOLUTION NO. 23-206

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH COBWEBS TECHNOLOGIES FOR PURCHASE OF AN INVESTIGATIVE SOFTWARE PACKAGE IN THE AMOUNT OF \$50,810.00; AND AUTHORIZING A BUDGET AMENDMENT.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Cobwebs Technologies for the purchase of an investigative software package in the amount of Fifty Thousand, Eight Hundred Ten Dollars and No Cents (\$50,810.00) in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager.
2. The following budget amendment #50 is adopted by the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2022 and ending September 30, 2023, to appropriate additional funding for the purchase, as shown on and in accordance with the **attached** and incorporated Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in special session this 8th day of August, 2023.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

CONTRACT FOR SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

The City of Panama City Beach (hereinafter the "City") hereby contracts to purchase use of certain software from Vendor, Cobwebs Technologies (hereinafter the "Vendor"), on the terms and conditions set forth herein. To the extent of any conflict with provisions in the Vendor's standard terms and conditions, attached hereto as Exhibit "A" and as may be amended from time to time, the provisions in this Contract will prevail. Collectively, the attached terms (including other terms or documents or information incorporated by reference) and this Contract shall be referred to as "the Contract".

1. **SCOPE OF SERVICES.** Vendor shall provide software support and maintenance that is, at a minimum, consistent and in compliance with the Scope of Services attached hereto as Exhibit "B" as present in the City's 23-41 RFP Web Investigation Platform Software. In the event that the Vendor's Agreement delivers terms or services above and beyond those required by the Scope of Services, the Vendor's Agreement shall control. In the event that the Vendor's Agreement provides support or services less favorable to the City, the Scope of Services shall control.

2. **TERM AND PAYMENT.** The initial contract period is for a 3-year term with the ability to increase licenses as needed. The cost for the 3-year term is \$50,810.00. The agreement may be renewed for two (2) additional one-year terms upon satisfactory performance by the Vendor. The City is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by the City shall be made in compliance with said Act. VENDOR agrees to invoice the City no later than sixty (60) calendar days after payment becomes due. The City will not be obligated to make payment against any invoices submitted after such period. Payment shall not constitute acceptance. Original invoices shall be submitted and shall include, where applicable: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Software and Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the City of Panama City Beach, Finance Department, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

3. **NON-APPROPRIATION.** All funds for payment by the City under this Contract are subject to the availability of an annual appropriation for this purpose by the Panama City Beach City Council. In the event of non-appropriation of funds by the Panama City Beach City Council for the goods and/or services provided under this Contract, the City will terminate this Contract, without termination charge or other liability, or other cost or expense on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods and/or services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, Vendor on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and The City shall not be obligated under this Contract beyond the date of termination.

4. **TERMINATION.** All provisions in this Contract providing for payment by the City as liquidated damages or as a cancellation fee or based upon acceleration of fees, if any, are hereby deleted. Upon termination of this Contract, the Vendor shall pay the City a pro rata refund of payments made unless termination is based upon breach of the Contract by the City. All provisions that provide a security interest in property being purchased or owned by the City, if any, are hereby deleted. All provisions that authorize the Vendor to repossess property or take action outside of court proceedings in response to a City breach of contract, if any, are hereby deleted.

5. **LIABILITY.** All provisions that require the City to assume liability or to indemnify, defend or hold harmless are hereby deleted. The City does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. Neither party shall be liable for any indirect, consequential,

exemplary, special, incidental, reliance or punitive damages (including lost business, revenue, profits or goodwill) arising in connection with this Contract.

6. **DISPUTES.** All provisions requiring mandatory alternative dispute resolutions (including but not limited to arbitration or mediation) are hereby deleted. This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings shall be filed in Bay County, Florida. The statute of limitations set forth in the Laws of Florida shall apply. Each party shall bear its own attorneys' fees and costs.

7. **NOTICE.** In the event of breach or termination, in addition to notice provisions set forth in this Contract, a copy of notice to the City shall be provided to the City Manager, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

8. **ASSIGNMENT.** Vendor may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the City.

9. **ACCESSIBILITY.** Any information, records, data or documentation provided by the Vendor that is made available to the City or to the public shall be provided in a format compliant with ADA accessibility standards. For purposes of this requirement, ADA accessibility standards shall mean the world wide web consortium (w3c) w3c 2.1 AA accessibility guidelines.

10. **ENDORSEMENT.** All provisions that allow another to use the City's name in any advertising, endorsement or promotion are hereby deleted.

11. **ELECTRONIC SIGNATURES.** Unless waived by the City, this Contract shall not be executed via electronic signatures.

12. **PUBLIC RECORDS.** VENDOR understands and agrees that The City is a public entity subject to the Florida Public Records Law. All confidentiality provisions set forth in the Contract are subject to disclosure pursuant to the Florida Public Records Law. VENDOR agrees to retain public records, and upon request by the City provide to the City those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat. A request to inspect or copy public records relating to this Contract for Services must be made directly to the City and VENDOR shall not release a public record in response to a request arising from anyone other than the City. To the extent VENDOR is "acting on behalf of the City" VENDOR shall be subject to the following provisions:

(i) As required by §119.0701, Fla. Stat., VENDOR shall (1) Keep and maintain public records required by the City to perform the Services; (2) Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the VENDOR does not transfer the records to the City; (4) Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the VENDOR or keep and maintain public records required by the City to perform the Service. If the VENDOR transfers all public records to the City upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(ii) The VENDOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to

§119.0701(4) and such failure to produce shall be considered a material breach of this Contract by VENDOR. In the event of such breach, in addition to all other remedies available, VENDOR shall pay to The City all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the City in defending a public records action as well as those assessed against the City in such public records action.

(iii) The term "public record" as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the City. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the City's City Attorney's Office or the City Clerk's Office; provided that the VENDOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by VENDOR.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS: City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32901, Telephone: 850.233.5100, Email: cityclerk@pcbfl.gov.

13. **E-VERIFY.** The Vendor understands that contracts with the City are subject to Florida Statutes, §448.095(2) and the Vendor agrees to comply with the requirements of said statute. The Vendor shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the City reserves the right to terminate this contract in accordance with §448.095(2), Fla. Stat.

IN WITNESS WHEREOF, the parties set forth above have set there hand and seal.

The City:

The City of Panama City Beach, a Florida municipal corporation

By: 
Drew Whitman
As City Manager

Date: 8-8-23

VENDOR:

Cobwebs America Inc.

By: 
Name: Charles S Stone
As Authorized Agent

Date: Aug 8, 2023

ATTEST:


Lynne Fasone, City Clerk



Terms and Conditions

Proprietary and confidential information

Nothing in this Proposal shall be deemed to grant to the Customer and/or End User any rights in patents, copyrights, proprietary information and trade secrets in the hardware, licensed software, documentation and services (collectively, the Deliverables). Customer and/or the End User shall retain and shall not remove or destroy any copyright, trademark, logos or other intellectual property rights legends or notices placed or contained in the Deliverables.

The Terms of this Proposal are confidential and may only be disclosed on a need to know basis, and in any event, may not be disclosed to any third party. Customer and End Users are prohibited from disclosing use of the Deliverables, names of Cobwebs' tools and technologies, the existence of this agreement or the relationship between Customers and End Users and Cobwebs to any third party, without the prior written consent of Cobwebs. Customers and End Users affirm that they will not reference Cobwebs (including any Cobwebs tool or technology) or use the output of the Deliverables in any judicial, regulatory or other government proceeding or disclose such information publicly in any forum, without Cobwebs' prior written consent. In addition, Customers and End Users shall refrain from referencing Cobwebs and any Cobwebs tool or technology in using the Deliverables electronically.

Product and software licenses

The Deliverables, including the licensed software and the documentation are owned by Cobwebs and/or its affiliates and/or its suppliers and are protected by patent, trade secrets, trademarks, and copyright laws and international treaty provisions. Cobwebs will grant to the End User a limited, non-transferable and non-exclusive license to the extent required to use and operate the licensed software pursuant to the Terms of this Proposal. The grant for this license is included in the proposed price.

Restrictions On Use: Neither the Customer nor the End Users shall, without Cobwebs' prior written permission (i) use or permit the use of the licensed software and/or the documentation for any purpose or use other than the operation of the product supplied by Cobwebs in accordance with its intended use; (ii) transfer, export, resell, ship or divert the licensed software and/or the documentation to any third party; (iii) reverse engineer, disassemble, or decompile the licensed software in any form or by any means or modify the licensed software or (iv) copy the licensed software and/or the documentation.

All products are provided with a 90-day temporary license. A perpetual license key shall be provided to the End User upon completion of payments, and subject to compliance with the Terms of this proposal.

Exhibit A



Taxes

The prices in this Proposal do not include any customs, duties, value added tax or any other assessments which may be levied by the relevant authorities. Any such amounts, whether withheld at source or otherwise, will be paid by the Customer/End Users. In order to avoid any doubt, in the event that taxes are withheld, then such withholding taxes shall be added to the payment due Cobwebs, and the Proposal price shall be grossed up to include such taxes.

Limitation of liability

COBWEBS makes, and Customer and End User receive, no warranties or conditions of any kind, express, implied or statutory, related to or arising in any way out of this Agreement, the Services and Deliverables provided pursuant to it. COBWEBS specifically disclaims any implied warranty of merchantability, fitness for a particular purpose and non-infringement of any third party rights. In no event shall COBWEBS be liable for indirect, consequential or incidental damages (including damages for loss of profits, revenue, data or use) arising out of this Agreement or incurred by any Customer or End User, whether in an action in contract or tort, even if COBWEBS has been advised of the possibility of such damages. COBWEBS maximum amount of liability for damages hereunder shall in no event exceed the amount paid by the Customer or End User directly to COBWEBS and nothing else.

Operation – product and software

Use of the Deliverables shall be in accordance with applicable laws and shall be the exclusive province and responsibility of Customer and the End Users. Cobwebs will not engage in operation or use of Deliverables on behalf of Customer or End Users. Customer and/or End Users shall indemnify Cobwebs and its suppliers for any claims made against Cobwebs and/or its suppliers in this regard. To the extent that use of certain aspects of the Deliverables, require use of an account and password, Customer and End Users are solely responsible for maintaining the confidentiality of the account and password and for restricting access to computers, and agree to accept responsibility for all activities that occur under any account or password. Customer may be liable for losses incurred by Cobwebs or others due to any unauthorized use of the Deliverables, including any software, services or account.

Permits

It should be the exclusive responsibility of the Customer to obtain any, and all, applicable permits, including but not limited to, marketing and export permits, as may be required under applicable export control law.

Data Access and Privacy Policy



Customers and End Users may choose to allow the Deliverables to automatically retrieve data from your system(s) or third-party systems, accounts or web sources or services or to call the servers of other websites or services solely at the direction of and as a convenience to Customers and End Users (individually or collectively "Third Party Sites"), on your behalf and/or you may use the Deliverables to do so, at your direction. Customer and End Users agree that all actions taken through the Deliverables are the acts of the Customer and its End Users and not Cobwebs. In order to connect the Deliverables to access or retrieve data from any third-party system, services or Third Party Sites, Customer and End Users hereby agree that such connection, access or retrieval shall be done at their sole direction and control.

Customer and End Users represent and warrant that they have all valid, relevant legal authority to carry out search activities and online access of your systems or Third-Party Sites, online accounts or other web sources, pursuant to relevant law governing their law enforcement or similar governmental role and pursuant to the relevant law governing the jurisdiction(s) in which they operate. Customer and End Users represent and warrant that they have permission, authority and rights to use the Deliverables to access Third Party Sites, online accounts or other web sources and/or to allow automatic access to such system(s), services, Third Party Sites, online accounts or other web sources and retrieve data therefrom by indicating the same within the user interface of the Deliverables. Customers and End Users represent and warrant that their use of the Deliverables will not violate any relevant terms of service, privacy policy, other agreements governing such Third-Party Sites, accounts or web sources, or any express or implied communication, request or demand from any third party. Customers and End Users represent and warrant that they have the right to access Third Party Sites, online accounts or other web sources pursuant to relevant terms of service or other agreements governing such accounts or web sources, or other valid sources of legal authority. Any action performed in the Deliverables by the Customer or End Users and/or data storage and/or any possible violation of a Third-Party Site's, online account's or other web source's policies or terms are the sole responsibility of Customer and its End Users and are acts carried out by Customer and its End Users. Cobwebs disclaims any and all liability associated with accessing and retrieving data from such system(s), services, Third Party Sites, accounts or web sources. IF AT ANY TIME CUSTOMER DOES NOT HAVE THE RIGHT AND AUTHORITY TO USE THE DELIVERABLES TO ACCESS, RETRIEVE DATA OR CONNECT TO OR TO AUTOMATICALLY ACCESS, RETRIEVE DATA OR CONNECT TO SUCH SYSTEM(S), SERVICE(S), THIRD PARTY SITES, ACCOUNTS OR WEB SOURCES, THEN CUSTOMER AND END USERS HEREBY AGREE TO IMMEDIATELY CEASE USE OF THE DELIVERABLES AND CEASE ACCESS TO SUCH RESOURCES.

Restrictions on use: Neither the Customer nor the End Users shall, without Cobwebs' written permission (i) use or permit the use of the Deliverables, including the licensed software and/or the documentation, for any purpose or use other than the operation of the product supplied by Cobwebs in accordance with its intended use; (ii) divert the Deliverables, including the licensed software and/or the documentation, to any third party; (iii) reverse engineer or decompile the licensed software in any form or by any means or modify the licensed software or (iv) copy the Deliverables, including the licensed software and/or the documentation.

The Deliverables enable effective searches of open source information from the web. As a policy, Cobwebs doesn't intentionally collect or store personal information in its databases for any usage.

Customer and End Users represent, warrant, and agree that: (a) they have obtained data lawfully, and such data does not and will not violate any applicable laws or any person or entity's rights, including such person's privacy, proprietary or intellectual property or moral rights; (b) the data is free of all viruses, Trojan horses, and other elements that could interrupt or harm the systems or software of Cobwebs; (c) Customer and End Users are solely responsible for ensuring compliance with all privacy laws in all jurisdictions that may apply to data accessed, collected and/or stored hereunder; and (d) the data complies with the terms of these Terms. For purposes of clarity, Cobwebs takes no responsibility and assumes no liability for any data, and Customer and End Users will be solely responsible for their data and the consequences of access, collecting, storing, sharing or disclosing it hereunder. Cobwebs will not be responsible for any backup, recovery or other steps required to ensure that data is recoverable



in the case of data loss. Customer and End Users are solely responsible for backing up their data on a regular basis, and taking appropriate steps to safeguard and ensure the integrity of their data.

Product and software licenses

The licensed software and the documentation are owned by Cobwebs and/or its affiliates and/or its suppliers and are protected by patent, trade secrets, trademarks, and copyright laws and international treaty provisions. Cobwebs will grant to the Customer and its End Users a limited, non-transferable and non-exclusive license to the extent required to use and operate it pursuant to the Terms of this Proposal. The grant for this license is included in the proposed price.

Indemnity

Customer and End User agree to defend, indemnify and hold harmless COBWEBS (as defined in ¶4.4) from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) Customer's and/or End Users' modification or misuse of and/or improper granting of access to the Deliverables; (b) Customer's or End Users' violation of any of the terms of this Agreement including without limitation, breach of any of the representations and warranties above; (c) Customer's and/or End Users' violation of or data violating any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (d) Customer's and/or End Users' violation of any law, rule or regulation of the United States or any other country; (e) any claim for damages that arise as a result of any of Customer's and/or End Users' data or any other data that are collected or submitted through use of the Deliverables; or (f) any other party's access and use of the Deliverables provided by Customer and/or End Users. Cobwebs will have the right to control the defense, settlement, adjustment or compromise of any such claims, actions or proceedings by using counsel selected by Cobwebs. Cobwebs will use reasonable efforts to notify Customer of any such claims, actions, or proceedings upon becoming aware of the same.

Miscellaneous

Notice and Modifications. Cobwebs may provide Customer and End Users with notices, including those regarding changes to Cobwebs terms and conditions, by email, regular mail, or postings on a service through the Deliverables. Notice will be deemed given twenty-four (24) hours after email is sent, unless Cobwebs is notified that the email address is invalid. Alternatively, Cobwebs may give Customer legal notice by mail to a postal address, if provided by Customer. In such case, notice will be deemed given three days after the date of mailing. Notice posted on a service through the Deliverables is deemed given five (5) days following the initial posting. Cobwebs reserves the right to determine the form and means of providing notifications to Customer and End Users. Cobwebs is not responsible for any automatic filtering Customer, End Users or their network providers may apply to email notifications Cobwebs sends to the email address provided. Cobwebs may, in its sole discretion, modify or update these Terms from time to time, and so Customer and End Users should review this page periodically. Customers' or End Users' continued use of the Service after any notice of change constitutes acceptance of the new Terms. If any such revision is unacceptable to Customer or End Users, their only remedy is to cease use of Cobwebs Deliverables. If Customer or



End Users do not agree to any of these terms or any future Terms, do not use or access (or continue to access) the Deliverables.

Waiver. The failure of Cobwebs to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Cobwebs.

Severability. If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions; except that in the event of unenforceability of the Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

Assignment. These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by Customer or End Users, but may be assigned by Cobwebs without restriction or any need for authorization from Customer.

Survival. Upon termination of these Terms, any provision which, by its nature or express terms should survive, shall survive such termination or expiration.

Headings. The heading references herein are for convenience only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

Entire Agreement. This, including the agreements incorporated by reference, constitutes the entire agreement between you and Cobwebs relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change made by Cobwebs as set forth in these Terms.

Governing Law; Venue; Waiver of Jury Trial

This Agreement and any dispute of any sort that might arise between the Parties shall be governed by the laws of the State of New York without regard to choice of law principles. The federal and state courts located in City, County and State of New York shall have the sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement. The Parties hereby expressly consent to such exclusive jurisdiction and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each Party waives the right to trial by jury in any action arising out of or relating to this Agreement.

PCB23-41 RFP WEB INVESTIGATION PLATFORM SOFTWARE

SCOPE OF SERVICES

The Panama City Beach Police Department is seeking to purchase commercial-off-the-shelf (COTS) software-as-a-service for a web investigations platform to streamline the processes of analyzing large quantities of data from various open sources (surface web, social media, and deep and dark web) to provide routine and critical information to the agency.

The highest ranked proposers will demonstrate to The Panama City Beach Police Department's requirements below.

The platform must allow The Panama City Beach Police Department to achieve its goals by meeting or exceeding the following core capabilities:

1. Web investigations platform must automate Web Intelligence (WEBINT) gathering and analysis processes from different layers of the Web (Open, Deep & Dark) for both target and topic centric investigations without the need to maintain fictitious online personas or avatars.
2. The ability to gather information from parts of the internet whose contents are not indexed by standard search engines, the dark web sites which are non-existing on regular search engines, inaccessible by standard commercial web browsers and not listed on Internet Corporation for Assigned Names and Numbers (ICANN).
3. Capability of extracting social media content from various social media platforms including, but not limited to Facebook, Twitter, Instagram, YouTube, LinkedIn, Flickr, Tumblr, Vkontakte, Google+, Tik Tok, Tinder, Weibo, Viber, Twitch, Reddit, Parler, Gab, and Snap Chat.
4. Capability of displaying accounts or usernames for messaging sources such as WhatsApp, Viber, Telegram, Skype, Truecaller, etc.
5. Capability of searching the dark web including Tor, I2P, IRC, Openbazaar and Zeronet.
6. Supports adding and retrieving from any open-web type of forums, blogs, portals, social news, newsletters, news sites, media-sharing platforms, search engines, paste websites, etc.
7. Performs social media post analysis, such as identification of influencers and top authors, prevalent topics, and category intensity, including sentiments around a post.
8. Demonstrates the ability to use image & visage matching, landmark recognition, and optical character recognition (OCR).
9. Capability of rapidly completing searches and provide profile analysis within 30 minutes.
10. Demonstrates an easy-to-use graphical interface with dashboard technology, concurrent usage of search and analysis and enables the sharing of information between credentialed users.
11. Demonstrates Case and Project Management tools, prior case deconfliction tools as well as the ability for the administrator to assign cases or projects to credentialed users.
12. Capability of analyzing information in real time, in a timeline manner, query historical data and present retrieved information in an easy-to-use interface.
13. Capability of providing searchable, auditable on-chain activity and be able to save search results and represent visual link analysis of various searches to find connections between leads as well providing a visual timeline to enable users to see how data evolved for related analysis over a period of time.

PCB23-41 RFP WEB INVESTIGATION PLATFORM SOFTWARE

14. Capability of conducting geographical searches:
 - a. Search tools via polygons and radiuses
 - b. Extract location information from posts and convert text location to geographical locations
 - c. For devices such as IoT, WiFi
15. Capability of providing centralized administration of the system and support multiple role-based users for the organization.
16. Capability to provide reverse image search where the analyst can provide a URL or upload an image to discover visually similar images from around the web.
17. Capability of analyzing a connection of a block chain cryptocurrency wallet.
18. Demonstrates the ability to combine the power of the internet, social media and dark web, intelligence, deep analysis, warrant return ingestion from META, Google, Twitter and Snapchat and report generation into one interface.
19. Capability of automatic real-time alerts or triggering an alert when a match is found based on the key words, emoji strings or user actions.
20. Capability of capturing the activity and patterns of a subject, for example the activity and volume per day of the week, platforms being used, and automatic detection of the language being used.
21. Capability of multi-language support with the ability to classify, understand the content and extract the entities in the text via its natural language processing capabilities, including identification of sentiments in multi-lingual texts.

SOFTWARE AS A SERVICE (SAAS)

A securely accessible SaaS based system is preferred to a locally hosted system.

SOFTWARE COMPATIBILITY

The software should be:

1. Compatible with Windows 10/11, Apple OS's and major internet browsers.
2. Designed and built as an enterprise system, with seamless integration to common enterprise cloud environments (e.g., Azure or Amazon Web Services), including complying with System and Organization Controls 2 (SOC 2)
3. Must be Azure certified and have the capability for single sign on capability (SSO) and two factor authentication.
4. Capable of consuming and integrating with 3rd party databases.
5. Application must utilize HTTPS connections.

PROJECT MANAGEMENT AND IMPLEMENTATION

The City will assign one individual to serve as the City's primary Project Manager (PM) for this project. This person will oversee deployment and implementation of the project. The PM will also coordinate efforts of subject matter experts, on behalf of the City, to ensure the proposed software solution and other work proposed, are installed, implemented and/or completed in a manner to best satisfy the requirements and interest of the City.

PCB23-41 RFP WEB INVESTIGATION PLATFORM SOFTWARE

All proposers shall assign one individual to serve as the proposer's Implementation Project Manager (IPM). This person will work closely with the City's PM to ensure the proposed solution and all work to be performed complies with the terms of all applicable purchasing agreements and service contracts. The IPM shall be clearly identified by name and phone and email contact information shall be included within all submitted proposals.

Additionally, all proposers shall include within all submitted proposals a complete timeline indicating the chronology and time required to complete each step of the installation and implementation process.

TRAINING AND ONBOARDING

The Panama City Beach Police Department seeks a dedicated account manager for support and onboarding for the software.

Software Support and Maintenance

The City seeks to ensure the serviceability of the proposed software solution via competent, reliable and traditional software support and maintenance for all elements of the proposed software solution; inclusive of all features and modules contained therein. All proposers shall include within all submitted proposals a plan to provide comprehensive software support and maintenance for the proposed software solution for the first five (5) years of deployment.

TERMS

1. The successful Vendor, with approval from City Council, will enter into a contract with the City of Panama City Beach.
2. The initial contract period will be for a 3-year term with the ability to increase licenses as needed. The agreement may be renewed for two (2) additional one-year terms upon satisfactory performance by the Vendor.

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**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

BA# 50

	LEDGER ACCOUNT	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	AMENDED BUDGET
TO	001-0000-337.21-00	TDC Public Safety	(1,013,000.00)	(50,810.00)	(1,063,810.00)
TO	001-2101-521.34-10	Other Contractual Services	199,100.00	50,810.00	249,910.00
Check Adjustment Totals:			(813,900.00)	0.00	(813,900.00)

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:
 To reflect additional funding pledged by the TDC for the purchase of web investigation software and to appropriate this funding for the purchase of Cobwebs America web investigation software for the Police Department in the amount of \$50,810

FINANCE REVIEW: _____
RESOLUTION #: _____
DATE: _____