City of Fayetteville Item Review Form

2013-0190
Legistar File Number

02/04/2014
City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Greg Tabor

Submitted By

Police

Department

Action Required:

Approval of the Standard Software Maintenance Agreement for Public Safety with New World Systems Corporation for a period of three (3) years to begin on 01/01/2014. Funding for this maintenance agreement is requested each year through the Fire and Police Department's operating budget process.

Does this item have a cost? Yes

$108,410.00	$108,410.00	Software Maintenance
Cost of this request	Category or Project Budget	Program or Project Name
1010-2900/3020-5416.00	$0.00	Maintenance
Account Number	Funds Used to Date	Program or Project Category
	$0.00	General
Project Number	Remaining Balance	Fund Name

Budgeted Item? Yes

Budget Adjustment Attached? [ ]

01-17-14 A09:07 RCVD V20130812

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Comments:

1-17-14

ENTERED

www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council Members

From: Greg Tabor, Chief of Police

Date: January 17, 2014

Subject: Approval of a three (3) year contract with New World Systems for Public Safety Software Maintenance

PROPOSAL:

City Administration has maintained a software maintenance agreement with New World Systems since 1992. Public Safety began using New World in 1996. Since that time we have added several enhancements such as mobile computing and electronic ticketing. New World Systems is a very stable company with the resources to supply support for the needs of the Police Department.

Service and maintenance fees are necessary to keep software current. These fees allow the City to receive updates and enhancements to the software as they become available. In addition, service and maintenance fees provide for technical phone support, problem troubleshooting and resolution. The software products that we have purchased from New World Systems are essential to all aspects of Public Safety's day to day operations and it is important that we keep these assets current.

RECOMMENDATION:

Staff recommends approval of a three (3) year contract with New World Systems Corporation for Public Safety Software Maintenance in the following amounts: 2014 -$108,410; 2015 - $113,830; and 2016 – $119,520.

BUDGET IMPACT:

This item is currently budgeted in our 2014 Operating Budget. Future funding will be requested within the Fire and Police Department's annual operating budgets.

ORDINANCE NO. _____

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND TO APPROVE A THREE YEAR CONTRACT WITH NEW WORLD SYSTEMS FOR PUBLIC SAFETY SOFTWARE MAINTENANCE IN THE TOTAL AMOUNT OF $341,760.00 PAYABLE OVER THREE YEARS

WHEREAS, the Police Department has used New World Systems Public Safety Software since 1996 and only New World can provide required maintenance for such software.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby determines that because New World Systems is the sole company that can provide maintenance for its Public Safety Software, formal competitive bidding is not feasible or practical and therefore waives competitive bidding and approves the attached three year contract with New World Systems for Public Safety Software Maintenance in the total amount of $341,760.00 payable over three years.

PASSED and **APPROVED** this 4th day of February, 2014.

APPROVED: ATTEST:

By: _____   By: _____
    LIONELD JORDAN, Mayor   **SONDRA E. SMITH**, City Clerk/Treasurer

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (New World) and **Fayetteville, AR Police Department** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of three (3) consecutive one (1) year terms beginning on 1/1/14 and automatically renewing thereafter unless **Customer** provides **New World** written notice of its intent to not renew a period ninety (90) days prior to the start of said period.

2. Services Include

The following services or features are available under this SSMA:

(a)   Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).

(b)   Temporary fixes to Licensed Standard Software (see paragraph 6 below). Software fixes will be delivered electronically.

(c)   Revisions to Licensed Documentation. Documentation will be delivered electronically.

(d)   Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).

(e)   Invitation to and participation in user group meetings.

(f)   Includes ESRI Integration for the ESRI software that is part of Exhibit A Licensed Standard Software.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer**'s request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

(a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;

(b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and;

(c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for 400 Server

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer:**

Application Package		Number of Modules
1. *Aegis®*	Computer Aided Dispatch (CAD)	17
2. *Aegis®*	Law Enforcement Records Software	24
3. *Aegis®*	Fire Records Software	2
4. *Aegis®*	Public Safety Interface Software	2
5. *Aegis®*	Photo Imaging Software	2
6. *Aegis®*	Data Management and Retrieval Tools	2
7. *Aegis®*	Mobile Management Server Software	2
8. *Aegis®*	Mobile Software on the RS6000	3
9. *Aegis®*	Mobile Client Laptop Software	4
10. *Aegis®*	Mobile Software on the 400 or MSP Server	3
11. *Aegis®*	ESRI Embedded Applications - New	2
12. *Aegis®*	ESRI Embedded Applications - Upgrades	3

ANNUAL
MAINTENANCE COST: See Below

Period Covered	Annual Amount	Billing Date
1/1/2014 to 12/31/2014	$108,410	12/15/2013
1/1/2015 to 12/31/2015	$113,830	12/15/2014
1/1/2016 to 12/31/2016	$119,520	12/15/2015

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. **Terms and Conditions**

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: Fayetteville, AR Police Department

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

New World Systems Corporation

Name: _____

Title: _____

Date: _____01-18-14_____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Fayetteville, AR Police Department

Licensed Application Software
At October, 2013

1. **Aegis® Computer Aided Dispatch (CAD)**
   - Combined LE/Fire/EMS CAD Multi-Jurisdiction
     - Base
     - Call Scheduling Module
     - Call Stacking Module
     - Geo-File Verification Module
     - Hazard and Location Alerts Module
     - Hydrant Inventory Module
     - Interface to Aegis® Law Enforcement Records Module
     - Interface to Aegis® Fire/EMS Records Module
     - Note Pads Module
     - Rip-N-Run Module
     - Run Cards Module
     - Tone Alerts Module
     - Unit Control Panel Module
     - Unit Recommendations Module
   - Service Vehicle Rotation
   - CAD Redundancy
   - CAD Mapping (ESRI)

2. **Aegis® Law Enforcement Records Software**
   - LE Records Single Jurisdiction Base
     - Base
     - Accidents Module
     - Arrest Module
     - Business Registry Module
     - Case Processing Module
     - Computer Aided Investigations Module
     - Federal Reports (UCR/IBR) Module
     - Geo-File Verification Module
     - Impounded Vehicles Module
     - Incident Tracking Module
     - Jacket Processing Module
     - Personnel / Education Module
     - Property Module
     - Traffic Tickets and Citations Module
     - Wants and Warrants Module
   - LE Records Federal & State Compliance
   - Field Investigations
   - Case Management
   - GEO File Verification
   - Activity Reporting and Scheduling
   - Property Room Bar Coding
   - Hazardous Materials
   - Paperless Automated Case Entry (PACE)
   - Ticket Writer Interface

Fayetteville, AR Police Department

Licensed Application Software
At October, 2013

3. **Aegis® Fire Records Software**
   - Fire Records Base Package
   - Fire Records Compliance

4. **Aegis® Public Safety Interface Software**
   - AS/400 State/NCIC Interface
   - On-Line CAD Interface to State/NCIC

5. **Aegis® Photo Imaging Software**
   - Capture/View Stations
   - Public Safety Line Ups/Mug Shots
      - Digital Imaging

6. **Aegis® Data Management and Retrieval Tools**
   - Microsoft Word Interface
   - Data Analysis and Mapping

7. **Mobile Management Server Software**
   - AVL Mapping Server
   - Base CAD/NCIC/Messaging

8. **Mobile Software on the RS6000**
   - Base Message Switch to NCIC
   - **New World** CAD Interface for Aegis/400
   - AVL Interface

9. **Mobile Client Laptop Software**
   - LE State/NCIC via Switch   27 User(s)
   - LE CAD Via Switch   29 User(s)
   - In Car Mapping   2 User(s)
   - Ticket Writer Interface   1 User(s)

10. **Mobile Software on the 400 or MSP Server**
    - MDT/MCT Base LE CAD Interface
    - AVL CAD Interface
    - MDT/MCT Base CAD/RMS Interface

11. **Aegis® ESRI Embedded Applications**
    - CAD Mapping Integration
    - Mobile In-Car Mapping Integration

12. **Aegis® ESRI Embedded Applications**
    - CAD Mapping Integration
    - Data Analysis / Mapping Integration
    - ArcGIS Runtime Desktop

SOLE SOURCE JUSTIFICATION

PURPOSE:

This form, with one or more categories completed, must accompany purchase requisitions for the sole source procurement of equipment, services or supplies exceeding $1000 (purchased from State Contract venders excepted). The purpose of sole source justification is to show that competitive bidding is impractical because only one product or service provider can meet a specific need. Therefore, an equitable evaluation of comparable products or services must be made and documented by the requester who shows that rejection of other products or services is based solely on their failure to meet that need. In cases where no other comparable source can be identified, a technical description of the product requested and a listing of those companies which were considered as alternative sources must be provided. Quality can be a subjective evaluation based upon opinion. Municipal (public) procurement law requires price considerations be evaluated via competitive quoting or bidding.

While all sole source justifications are subject to review, sole source justified purchases of $20,000.00 or more must be publicly bid or a bid waiver approved by Council. Justifications must contain clear, in-depth, and accurate information in order to avoid protests and the possibility of delaying the procurement.

INSTRUCTIONS:

1. Please type or print legible in ink.

2. Complete all categories and sections that apply.

3. Provide full explanation, complete descriptions, and/or list all relevant reasons where space has been provided. Sole Source Justification forms lacking sufficient detail cannot be approved.

4. Sign and date the form in the space provided for "signature".

5. Improperly completed, and/or unsigned forms will be returned to the sender.

TO: Purchasing Division   Date: ___12-31-2014___

FROM: _Willie Newman_   Dept: ___Greg Tabor___
           Names of Requisitioner and Dept. Head

SUBJECT: Sole Source Justification
           Purchase Requisition ___Yes___ (attached)
           Proposed Vendor ___New World Systems___
           Product Description ___Maintenance and service fees for Public___
           Safety Software Modules.

STATEMENT

I am aware that Fayetteville Code of Ordinances, Title III Administration, Chapter 34, Article II mandates that the procurement of services, materials, equipment and supplies be via competitive quotes whenever the amount is over $1,000.00. However, I am requesting sole source procurement based on the following criteria. (Attach additional sheets as necessary):

1. The requested product is an integral repair part or accessory compatible with existing equipment. (please state the manufacturer and model number of existing equipment):

    _____

    _____

    _____

    _____

    _____

    _____

2. The requested product has special design/performance features which are essential to my needs.
    Both A and B portions of this category must be completed.
    A. These features are:
       New World Systems is the only maintenance and service provider of
       their software modules. Fayetteville Police and Fire have used New World
       Systems software since 1996.

       _____

       _____

       _____

    B. In addition to the product requested, I have contacted other suppliers and considered their product of similar capabilities. I find their product unacceptable for the following reasons (identify companies contacted, individuals contacted, model number and specific technical deficiency).
       New World Systems software is proprietary; therefore, no other suppliers
       are available for this maintenance and service.

       _____

       _____

       _____

       _____

       _____

3. I have standardized the requested product/service; the use of another would require considerable time and money to evaluate.

   Explain:_____

   _____

   _____

   _____

   _____

   _____

4. The requested product is one which I (or my staff) have specialized training and/or extensive experience. Retraining would incur substantial cost in money and/or time.
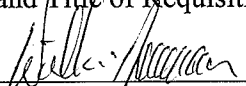
   Explain:_____

   _____

   _____

   _____

   _____

   _____

5. Please consider sole source approval for this reason(s) (e.g. trade-in allowance; availability of services, parts and maintenance; product is a prototype; inventory of parts are maintained, etc.):

   _____No other suppliers are available for the maintenance and service of the_____

   _____Public Safety software modules used by the Police and Fire Departments._____

   _____

   _____

   _____

   _____

   _____

Authorization:

Full Name and Title of Requisitioner ___Willie Newman, Asst. Support Services Mgr.___

Signature _____ (typed or printed in ink)

Date ___1-17-2014___

Full Name of Division Head ___Chief Greg Tabor___

(typed or printed in ink)

Signature _____ Date ___1-17-14___

City Of Fayetteville - Purchase Order (PO) Request
(Not a Purchase Order)

All purchases under $2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)
All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:		Date: 2/4/2014	New World Systems Page 12 of 12
P.O Number:		Expected Delivery Date:	

Vendor #: 236	Vendor Name: New World Systems	Mail Yes:__ X No:___

Address: 888 W Big Beaver, Ste 600	Fob Point:	Taxable Yes:__ No:____	Quotes Attached Yes:____ No:____

City: Troy	State: MI	Zip Code: 48084	Ship to code:	Divison Head Approval:

Requester: W Newman	Requester's Employee #: 2888	Extension: 3579	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Public Safety Software Maintenance - Police	1	LS	98,270.00	$98,270.00	1010-2900-5416.00			
2	Public Safety Software Maintenance - Fire	1	LS	10,140.00	$10,140.00	1010-3020-5416.00			
3					$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
*	Shipping/Handling				$0.00				

Special Instructions:

2014 Purchase Request

Subtotal:	$108,410.00
Tax:	
Total:	$108,410.00

Approvals:

Mayor: _____

Finance & Internal Services Director: _____

Dispatch Manager:_____

Department Director:_____

Budget Manager: _____

Utilities Manager:_____

Purchasing Manager: _____

IT Manager:_____

Other:_____

Revised 1/2/2008