

**City of Carson City
Agenda Report**

Date Submitted: March 6, 2015

Agenda Date Requested: March 19, 2015
Time Requested: 5 minutes

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For Possible Action: Action to approve the Change Orders to the Software License Agreement with Tiburon for Interface services that will be used by a response agency, therefore not suitable for public bidding pursuant to NRS 332.115 1. (g) & (h), for a not to exceed cost of \$30,000.00 to be funded from the 2014 Tiburon Project Account in the 911 Surcharge Fund (File No. 1415-035). *(Kim Belt)*

Staff Summary: These Changes Orders and Change Orders in finalization stages are Interfaces to enhance the City's Enhanced 911 system. The 2014 Tiburon Project is a combination of hardware and software that (1) facilitates computer aided dispatch, (2) manages crime records (new ones and those that are decades old, and (3) automates jail management.

The Carson City Board of Supervisors approved an amendment to the Tiburon Agreement on August 4, 2014 for an increase of \$899,000 for Tiburon products and services only.

The Carson City Board of Supervisors approved the original Tiburon Agreement at the September 7, 2000, meeting. This amendment, support agreement and Software License Agreement will allow Carson City to continue to provide 911 assistance.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve the Change Orders to the Software License Agreement with Tiburon for Interface services that will be used by a response agency, therefore not suitable for public bidding pursuant to NRS 332.115 1. (g) & (h), for a not to exceed cost of \$30,000.00 to be funded from the 2014 Tiburon Project Account in the 911 Surcharge Fund (File No. 1415-035).

Explanation for Recommended Board Action: Pursuant to **NRS 332.115 subsection 1 (g) & (h)**, staff is requesting the Board of Supervisors declare that the Purchase Order is not adapted to award by competitive bidding.

NRS 332.115 1. (g) & (h) Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:
(g) Hardware and associated peripheral equipment and devices for computers;
(h) Software for computers;

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1. (g) & (h)

Fiscal Impact: \$30,000

Explanation of Impact: If approved the below listed account could be reduced by \$30,000. While this will increase the amount we pay to Tiburon, it won't increase the cost of the entire project as we had savings in hardware costs.

Funding Source: 911 Surcharge Fund - Account – 287-2540-422-77-43 as provided in FY 2014/2015.

Supporting Material: Tiburon Change Orders.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: *Robert Schuetz* Date: 3-10-15
(Fire)
K. Sturlong Date: 3-10-15
(Sheriff)
Nicholas Marano Date: 3/10/15
(City Manager)
[Signature] Date: 3/10/15
(District Attorney)
[Signature] Date: 3/10/15
(Finance Director)

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)



Memorandum

"Action, Urgency, Excellence"

To: Kim Belt, Purchasing and Contracts
From: Kathie Heath, Chief of Financial Services
Date: March 9, 2015
Subject: Modification to Tiburon Contract – PO 8130

Purchase order number 8130 for \$899,975 was issued to Tiburon to facilitate the migration from UNIX to the CommandCAD platform. I am requesting a modification to the purchase order for a not-to-exceed amount of \$30,000 to cover the cost of additional interfaces, as described below.

The project includes numerous interfaces between the CommandCad product and our other operating systems. Since the project began, we have discovered three interfaces that were not included in the initial contract.

The new interfaces are for Brazos (citation system), MorphoTrak (fingerprinting system) and ICS (inmate phone system). We have received an enhancement proposal with a firm cost for the Brazos interface (\$7,300), and we expect the remaining quotes to be finalized within the next 60 days. The delay is due to the complexity of the remaining interfaces. Because of this, we anticipate the MorphoTrak and ICS interfaces will cost approximately 50% more than the Brazos interface.

It is critical we stay within the timelines established in the Tiburon statement of work. For this reason, I am requesting the not-to-exceed amount, rather than waiting for the remaining quotes. This will allow us to sign the enhancement proposals as soon as they are finalized, rather than having to take each one to the Board.

Please note – no additional funding is requested. The additional interfaces can be covered by cost savings in the hardware portion of the project.

Thanks for your consideration on this, and please call me if you need anything further.



A TriTech Software Systems company

P1994

March 5, 2015

Karin Mracek
Carson City Sheriff's Office
901 East Musser Street
Carson City, NV 89701

Subject: Change Order (CP) – 002 : Brazos Citation I/F to RMS

Reference: Enhancement Proposal (EP) – 2606: Migration from UNIX Platform to CommandCAD V2.8/LawRECORDS v7.9.2, includes ARS v7.9.2/JailRECORDS v7.9.2 and MobileCOM v5.3

Dear Ms. Mracek:

Tiburon, Inc. is pleased to present the Carson City Sheriff's Office (hereinafter, "Client") with this Change Order for a Brazos Citation Interface to RMS (hereinafter, referred to as the "Change Order").

Scope Description and Responsibilities

The attached Exhibit 1, Statement of Work ("SOW") describes the project tasks, responsibilities of each party and defined completion criteria.

Price Description

- 1) Firm fixed price: \$7,296
- 2) Upon achievement of the completion criteria set forth in the SOW the Tiburon Annual Maintenance Fee will increase by \$821. This additional maintenance fee will be prorated and added to the following year's annual maintenance renewal.
- 3) This Change Order does not include:
 - Warranty
 - Documentation
 - Hardware or third party products or services
 - Travel and on-site time
- 4) Client shall be responsible for any taxes levied by a government agency, if any.

Effective Date and Payment Schedule

- 1) The work described herein will be scheduled to commence at a mutually agreeable date after Client's acceptance of this Change Order.

2) Payment Schedule:

- 50% Upon Tiburon receipt of the signed acceptance of this Change Order.
- 50% Upon achievement of the completion criteria set forth in the SOW.

Note: No scheduling of resources will occur until after the first payment milestone is paid. This Change Order may be cancelled at Tiburon's discretion upon written notice to Client if the first payment milestone is not paid when due.

- 3) Client's acceptance of this Change Order in the signature block provided below, authorizes Tiburon to proceed with the work described herein and confirms funding will be obligated. Any requisite contractual documents required by Client's purchasing procedures are the responsibility of the Client.
- 4) The terms and conditions of the above referenced Agreement, and this Change Order prevail regardless of any conflicting or additional terms and conditions on any Purchase Order or other correspondence. Any contingencies or additional terms obtained on any Purchase Order are not binding upon Tiburon. All Purchase Orders are subject to approval and acceptance by Tiburon.
- 5) This fixed price Change Order is valid through May 5, 2015.

Upon review and acceptance of this Change Order, please have a duly authorized person sign below and return the signed copy of the Change Order to Julie Walde by email at: Julie.walde@tiburoninc.com. If you have any questions or require further information, please contact Julie Walde, at your convenience.

Sincerely,



Carol Mosconi
VP, Operations

Attachment:
Exhibit 1 - Statement of Work

By this signature, Client accepts this Change Order:

Signature

Date

Printed Name / Title

Exhibit 1

Statement of Work

Scope Description

Remotely, Tiburon will provide the services to deploy, configure, and test with Brazos the Tiburon standard Citation Upload. The upload expects the input data in the previously defined layout. The data will be loaded directly into only the RMS Citation module. This will be done in the new upgrade project environment only.

Tiburon Responsibilities

- 1) Modify the application per the Scope Description.
- 2) Install the modified code in Client's test environment.
- 3) Upon Client's testing, correct any discrepancies in operation based on the Scope Description.
- 4) Install the modified code in Client's production environment.

Client Responsibilities

- 1) Designate a person to be the principal point of contact for all technical questions and administrative arrangements relating to this Change Order.
- 2) Provide VPN access to Tiburon.
- 3) As required, coordinate the participation of non-Tiburon provided third parties and outside agencies.
- 4) Complete testing of the modified code within ten (10) business days from receipt of Tiburon's notification the code is ready for testing to ensure conformance with the Scope Description.

Completion Criteria

This work will be considered complete ten (10) business days after Tiburon has provided the Client with written notification that the modified code is ready for testing in the test system, or has been placed into production, whichever comes first. If Client does not confirm completion with a sign off letter presented by the Tiburon project manager within ten (10) business days of submittal of such letter, or otherwise notifies Tiburon in writing why completion sign-off has not been provided any final invoice(s) will be issued and will be payable in accordance with the payment terms of this Proposal.



January 22, 2015

P1994

Karin Mracek
Carson City Sheriff's Office
901 East Musser Street
Carson City, NV 89701

Subject: Change Order (CP) – 007: Alphanumeric Paging

Reference: EP-2606 Migration from UNIX Platform to CommandCAD v2.8/LawRECORDS v7.9.2, includes ARS v7.9.2/JailRECORDS v7.9.2 and MobileCOM v5.3 Project agreement between the Carson City Sheriff's Office and Tiburon, Inc., dated July 9, 2014

Dear Ms. Mracek:

Tiburon, Inc. is pleased to present the Carson City Sheriff's Office (hereinafter, "Client") with this Change Order for Alphanumeric Paging interface (hereinafter, referred to as the "Change Order").

Scope Description and Responsibilities

The attached Exhibit 1, Statement of Work ("SOW") describes the project tasks, responsibilities of each party and defined completion criteria.

Price Description

- 1) Firm fixed price: \$3,420
- 2) Upon achievement of the completion criteria set forth in the SOW the Tiburon Annual Maintenance Fee will increase by \$274. This additional maintenance fee will be prorated and added to the following year's annual maintenance renewal.
- 3) This Change Order does not include:
 - Warranty
 - Documentation
 - Hardware or third party products or services
 - Travel and on-site time
- 4) Client shall be responsible for any taxes levied by a government agency, if any.

Effective Date and Payment Schedule

- 1) The work described herein will be scheduled to commence at a mutually agreeable date after Client's acceptance of this Change Order.

2) Payment Schedule:

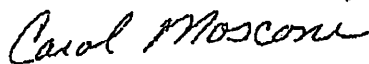
- 50% Upon Tiburon receipt of the signed acceptance of this Change Order.
- 50% Upon achievement of the completion criteria set forth in the SOW.

Note: No scheduling of resources will occur until after the first payment milestone is paid. This Change Order may be cancelled at Tiburon's discretion upon written notice to Client if the first payment milestone is not paid when due.

- 3) Client's acceptance of this Change Order in the signature block provided below, authorizes Tiburon to proceed with the work described herein and confirms funding will be obligated. Any requisite contractual documents required by Client's purchasing procedures are the responsibility of the Client.
- 4) The terms and conditions of the above referenced Agreement, and this Change Order prevail regardless of any conflicting or additional terms and conditions on any Purchase Order or other correspondence. Any contingencies or additional terms obtained on any Purchase Order are not binding upon Tiburon. All Purchase Orders are subject to approval and acceptance by Tiburon.
- 5) This fixed price Change Order is valid through April 16, 2015.

Upon review and acceptance of this Change Order, please have a duly authorized person sign below and return the signed copy of the Change Order to Judy Basnett by email at: Judy.Basnett@tiburoninc.com or fax 510-217-6466. If you have any questions or require further information, please contact Judy Basnett at 650-245-6702, at your convenience.

Sincerely,



Carol Mosconi
VP, Operations

Attachment:
Exhibit 1 - Statement of Work

By this signature, Client accepts this Change Order:

Signature

Date

Printed Name / Title

Exhibit 1

Statement of Work

Scope Description

Remotely, Tiburon will install and configure the Alphanumeric Paging interface for Client's CommandCAD, in accordance with Attachment 1 "Interface Description" hereto.

Tiburon Responsibilities

1. Install and configure the Alphanumeric Paging interface for CommandCAD, which consists of a gateway module that normally resides on the main CommandCAD server, plus the paging system programs that reside on a Windows PC.
2. Perform the initial Alphanumeric Paging provider setup. A few of the nationwide paging providers are setup by default, plus a couple of local paging providers i.e. Cook or Emergin as instructed by Client.
3. Confirm correct operation and connectivity of all paging system components.
4. Initial sample setup of pager table for client and for testing.
5. Brief review of the pager table setup with the client.
6. Test up to 2 pagers with Client, using various dispatch scenarios: 1 unit, 2 units, then test each paging provider by sending a manual page.
7. Remote go-live support not to exceed four (4) hours.

Client Responsibilities

- 1) Designate a person to be the principal point of contact for all technical questions and administrative arrangements relating to this Change Order.
- 2) Provide VPN access to Tiburon.
- 3) As required, coordinate the participation of non-Tiburon provided third parties and outside agencies.
- 4) Provide the pager devices. Also, certain cell phone providers may not allow SNPP paging to their cell phones by default, and this may need to be an additionally enabled option on a per-cell phone basis, possibly at additional cost.

- 5) For internet based transports, allow the Tiburon paging system on the designated paging system server to access the IPs and ports for the paging providers.
- 6) For TAP paging providers, provide the direct serial connection and/or the dial-out modems (utilizing the standard Hayes modem command set) plus the phone lines.
- 7) Complete setup of the pager table. This is where alerts are defined.
- 8) Ongoing maintenance of the pager table and the paging providers defined in the paging system, as/if needed.
- 9) Complete testing of the modified code within ten (10) business days from receipt of Tiburon's notification the code is ready for testing to ensure conformance with the Scope Description.

Completion Criteria

This work will be considered complete ten (10) business days after Tiburon has provided the Client with written notification that the modified code is ready for testing in the test system, or has been placed into production, whichever comes first. If Client does not confirm completion with a sign off letter presented by the Tiburon project manager within ten (10) business days of submittal of such letter, or otherwise notifies Tiburon in writing why completion sign-off has not been provided any final invoice(s) will be issued and will be payable in accordance with the payment terms of this Proposal.

Attachment 1 Interface Description

The paging interface will allow devices such as cell phones, pagers, palm devices and Netbooks, to receive text messages. These text messages can be sent manually, where a CAD user enters a text message, specifies 1 or more pager destinations and sends the text message. They are also sent automatically as a result of a call dispatch.

The format of the text message is very configurable via an XSLT style sheet. The format and order of the most common call fields can be tailored. This includes the text message header and message body. The format of the text message can be tailored on a per-provider basis, or the same format can be used for all pages. Tiburon provides a basic XSLT template that suffices for most sites, but sites can do their own tailoring, i.e. customize the message for a police dispatch alert verses fire dispatch alert.

If a single manual page, or single dispatch alert page, results in multiple pages, duplicate pager destinations (i.e. phone numbers) are filtered so that no pager receives a duplicate page. Failover paging is supported per the standard paging system failover mechanism. Failovers are userdefined in the CAD pager table, for maximum flexibility.

For TAP paging, 1 serial line per paging provider is required.

PLATFORM SUPPORTED:

Unix OR Windows

TRANSPORT:

TCP/IP via the Internet, RS232 asynchronous serial direct or via dial-out modem

DATA FORMAT(S):

TAP (RS232 serial COM port with a direct-connect or dial-out modem). TCP/IP based protocols: SNPP Level 1 w/ or w/o login (most common), WCTP, SMTP (least common)