Agenda Item No: 8.C



### STAFF REPORT

Report To: Board of Supervisors Meeting Date: March 2, 2023

**Staff Contact:** Carol Akers Purchasing & Contracts Administrator and Undersheriff Jerome Tushbant

Agenda Title: For Possible Action: Discussion and possible action regarding Contract No. 23300294 with

Mission Critical Partners to provide consulting services for replacing the Tiburon Computer Aided Dispatch System, Records Management System and Jail Management System ("CAD/RMS/JMS") for a not to exceed amount of \$165,191, to be funded by the 911 Surcharge Fund. (Carol Akers, cakers@carson.org and Undersheriff Jerome Tushbant,

jtushbant@carson.org)

Staff Summary: Carson City has used Mission Critical Partners for several CAD projects. With funding approved by the 911 Surcharge Advisory Committee, this consultant may provide services including product selection, procurement, cutover and interoperability for

the new CAD/RMS/JMS system.

Agenda Action: Formal Action / Motion Time Requested: Consent

### **Proposed Motion**

I move to approve the contract as presented.

### **Board's Strategic Goal**

Efficient Government

### **Previous Action**

January 24, 2023 (Item 7): The 911 Surcharge Advisory Committee approved expenditure of \$171,220 for MPC consultation services.

### Background/Issues & Analysis

Since 2002, the Carson City Sheriff's Office ("CCSO") has used Tiburon as the CAD/RMS/JMS system for Carson City. CAD/RMS/JMS systems are critical to both routine and emergency operations. The technology and infrastructure of the current system, Tiburon, was designed in the late 1990s and the system is coming to the end of its life. Since its inception, Tiburon has been absorbed multiple times into a parent company. It has been CCSO's experience that as a product sunsets, the company servicing the product is not responsive or supportive. Although the most basic functions of the City's CAD/RMS/JMS needs are being achieved, there are significant problems with the Tiburon system: (a) the vendor is difficult to reach and legacy staff is limited; (b) there is no opportunity for growth or improvement of the system, even as regulations and technology impose mandates for improved systems and services; (c) there are significant process inefficiencies that cannot be addressed; and (d) costs are building to maintain the aging infrastructure and ensure interoperability with modern data-sharing solutions.

Seeking a new CAD/RMS/JMS requires research to determine needs, vendor reputation, future trends and intimate knowledge of the industry and players. This is a multi-year, multi-million-dollar project where a critical mistake could be costly in both time and money. In conference with the Carson City Manager's Office and

Information Technology Department ("CCIT"), the CCSO is seeking the assistance of a consultant to assist with this process. Mission Critical Partners has been selected for this task, and the proposal is included in the proposed contract.

Part of the consulting services that Mission Critical Partners will be performing is to evaluate Carson City's current and future needs and match those needs with possible solutions. Thus, the precise path forward has yet to be determined and Mission Critical Partners has agreed to four phases of the project with eight milestones (see page 44 of the "Assessment and Procurement Support" document, Exhibit A to the contract). Payment will become due as the project proceeds through the phases. Some services may not be needed depending on the decisions and findings of the initial needs analysis and the consultation process. Consultant travel may be reduced or eliminated depending on the selection process. The amount of \$171,220 was approved by the 911 Surcharge Advisory Committee for this contract based on a prior quote. The amount of the proposed contract is \$165,191.

### Applicable Statute, Code, Policy, Rule or Regulation

NRS 244A.7643 and 332.115 (1)(b), (h)

### **Financial Information**

Is there a fiscal impact? Yes

**If yes, account name/number:** 911 Surcharge Fund Professional Services / 2872040-500309 911 Surcharge Fund Undesignated Account / 2872040-500699

Is it currently budgeted? Yes

**Explanation of Fiscal Impact:** Account# 2872040-500309 will be reduced by a not to exceed amount of \$165,191. The available amount approved for consulting services by the 911 Surcharge Advisory Commission is \$171,220. At this time it is not clear if that entire amount will be used. The current available budget is \$169,695. If additional funds are needed, they can be transferred from the undesignated account 2872040-500699.

### **Alternatives**

Do not approve the contract and/or provide alternate direction to staff.

### Attachments:

23300294 DRAFT Contract.pdf

Board Action Taken:		
Motion:	1)	Aye/Nay
	2)	<del></del>
(Vote Recorded By)		

Title: CAD/RMS/JMS Assessment and Procurement Support

THIS CONTRACT is made and entered into this 2nd day of March 2023, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Mission Critical Partners, LLC, hereinafter referred to as "CONSULTANT".

### WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for CITY is authorized pursuant to Nevada Revise
Statutes (hereinafter referred to as "NRS") 332 and 338 and Carson City Purchasing Resolution #1990-R71, to
approve and accept this Contract as set forth in and by the following provisions; and

**WHEREAS**, this Contract (does involve\_\_\_) (does not involve  $\underline{X}$ ) a "public work" construction project, which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

**WHEREAS**, **CONSULTANT'S** compensation under this agreement (does \_\_\_\_) (does not \_X\_) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of CONSULTANT for CONTRACT No. 23300294 (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

**NOW, THEREFORE,** in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

### 1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors and all required documents are received and signed by all parties.

### 2. SCOPE OF WORK (Incorporated Contract Documents):

- 2.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".
- 2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.
- 2.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

For P&C Use O	nly
CCBL expires	
GL expires	
AL expires	
PL expires	
WC expires	

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- 2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.
- 2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.
- 2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.
- 2.7 <u>Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:</u> **(OMITTED)**

### 2.8 **CITY** Responsibilities:

- 2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.
- 2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.
- 2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.
- 2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

### 3. CONTRACT TERM:

3.1 The term of this Contract begins on April 1, 2023, subject to Carson City Board of Supervisors' approval (anticipated to be March 2, 2023) and ends on October 31, 2023, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

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### 4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (<a href="www.carson.org">www.carson.org</a>), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

### 4.2 Notice to **CONSULTANT** shall be addressed to:

Darrin Reilly, CEO
Mission Critical Partners, LLC
690 Grays Woods Blvd.
Port Matilda, PA 16870
814-931-4899
darrinreilly@missioncriticalpartners.com

4.3 Notice to CITY shall be addressed to:

Carson City Purchasing and Contracts Department Carol Akers, Purchasing and Contracts Administrator 201 North Carson Street, Suite 2 Carson City, NV 89701 775-283-7362 / FAX 775-887-2286 CAkers@carson.org

### 5. <u>COMPENSATION:</u>

- 5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in <u>Section 2</u> (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon the Scope of Work Fee Schedule for a not to exceed maximum amount of One Hundred Sixty Five Thousand One Hundred Ninety One Dollars and 00/100 (\$165,191.00), and hereinafter referred to as "Contract Sum".
- 5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.
- 5.3 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.
- 5.4 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.
- 5.5 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

### 6. TIMELINESS OF BILLING SUBMISSION:

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The parties agree that timeliness of billing is of the essence to this Contract and recognize that CITY is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to CITY no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject CONSULTANT to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to CITY of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to CONSULTANT.

### 7. <u>CONTRACT TERMINATION</u>:

### 7.1 Termination Without Cause:

- 7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.
- 7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONSULTANT** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

### 7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon CITY'S notice to CONSULTANT of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

### 7.3 Cause Termination for Default or Breach:

- 7.3.1 A default or breach may be declared with or without termination.
- 7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
  - 7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - 7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services required by this

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Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

- 7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- 7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or
- 7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

### 7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

### 7.5 Winding Up Affairs Upon Termination:

- 7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:
  - 7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and
  - 7.5.1.2 **CONSULTANT** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and
  - 7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and
  - 7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

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### 7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

### 8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. CITY may set off consideration against any unpaid obligation of CONSULTANT to CITY.

### 9. <u>LIMITED LIABILITY</u>:

**CITY** will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

### 10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

### 11. INDEMNIFICATION:

- 11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.
- 11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as

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to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

- 11.3 Except as otherwise provided in <u>Subsection 11.5</u> below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:
  - 11.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and
  - 11.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.
- 11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.
- 11.5 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

### 12. INDEPENDENT CONTRACTOR:

- 12.1 **CONSULTANT**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.
- 12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.
- 12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.
- 12.4 **CONSULTANT**, in addition to <u>Section 11</u> (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.
- 12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

### 13. INSURANCE REQUIREMENTS (GENERAL):

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- 13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.
- 13.2 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.
- 13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.
- 13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.
- 13.5 Insurance Coverage (13.6 through 13.23):
- 13.6 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the later of:
  - 13.6.1 Final acceptance by CITY of the completion of this Contract; or
  - 13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.
  - 13.6.3 Any insurance or self-insurance available to CITY under its coverage(s) shall be in excess of and non-contributing with any insurance required from CONSULTANT. CONSULTANT'S insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by CITY, CONSULTANT shall provide CITY with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as CONSULTANT has knowledge of any such failure, CONSULTANT shall immediately notify CITY and immediately replace such insurance or bond with an insurer meeting the requirements.
- 13.7 General Insurance Requirements (13.8 through 13.23):
- 13.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.
- 13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.
- 13.10 **Waiver of Subrogation**: Each liability insurance policy shall provide for a waiver of subrogation as to additional insured, unless:
  - 13.10.1 **CONSULTANT** maintains an additional \$5,000,000.00 umbrella policy in lieu of the Waiver of Subrogation Clause.
- 13.11 **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 13.12 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONSULTANT** shall apply

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on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

- 13.13 **Policy Cancellation**: Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701.
- 13.14 **Approved Insurer**: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.
- 13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:
- 13.16 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.
- 13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).
- 13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT**'S full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its subcontractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

### 13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

13.20.1	Minimum Limits required:	
13.20.2	Two Million Dollars (\$2,000,000.00) - General Aggregate.	
13.20.3	Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.	
13.20.4	One Million Dollars (\$1,000,000.00) - Each Occurrence.	
13.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract		

### Title: CAD/RMS/JMS Assessment and Procurement Support

(including the tort liability of another assumed in a business contract).

### 13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

- 13.21.1 *Minimum Limit required*:
- One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
- 13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

### 13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

- 13.22.1 Minimum Limit required:
- 13.22.2 One Million Dollars (\$1,000,000.00).
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 Discovery period: Three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.

### 13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

- 13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.
- 13.23.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

### 14. <u>BUSINESS LICENSE</u>:

- 14.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.
- 14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

### 15. COMPLIANCE WITH LEGAL OBLIGATIONS:

**CONSULTANT** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

Title: CAD/RMS/JMS Assessment and Procurement Support

If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

### 16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

### 17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

### 18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by CITY, such offending portion of the assignment shall be void, and shall be a breach of this Contract. CONSULTANT shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of CITY. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

### 19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

### 20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

### 21. CONFIDENTIALITY:

**CONSULTANT** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

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Title: CAD/RMS/JMS Assessment and Procurement Support

### 22. FEDERAL FUNDING: NOT APPLICAPLE FOR THIS AGREEMENT

- 22.1 In the event federal grant funds are used for payment of all or part of this Contract:
- 22.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- 22.1.2 **CONSULTANT** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.
- 22.1.3 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- 22.1.4 CONSULTANT and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
- 22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, CONSULTANT and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

### 23. LOBBYING:

- 23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
  - 23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;
  - 23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
  - 23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

### 24. **GENERAL WARRANTY**:

**CONSULTANT** warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar

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Title: CAD/RMS/JMS Assessment and Procurement Support

SERVICES, under the same or similar circumstances, in the State of Nevada.

### 25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

### 26. <u>ALTERNATIVE DISPUTE RESOLUTION (Public Work)</u>:

If the SERVICES under this Contract involve a "public work" as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

### 27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

### 28. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between CITY and CONSULTANT on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

Title: CAD/RMS/JMS Assessment and Procurement Support

### 29. ACKNOWLEDGMENT AND EXECUTION:

CITY

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY'S LEGAL COUNSEL

Executive Office	Carson City District Attorney
Attn: Carol Akers, Purchasing & Contracts Administrator Purchasing and Contracts Department 201 North Carson Street, Suite 2	I have reviewed this Contract and approve as to its legal form.
Carson City, Nevada 89701 Telephone: 775-283-7362	
Fax: 775-887-2286	
CAkers@carson.org	
By:	Ву:
Sheri Russell-Benabou, Chief Financial Officer	By: Deputy District Attorney
Dated	Dated
CITY'S ORIGINATING DEPARTMENT	
CONSULTANT will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts	
BY: Carol Akers	Acct: 2872040-500309
By:	
Dated	

### **PROJECT CONTACT PERSON:**

Jerome Tushbant, Undersheriff Telephone: 775-283-7802 JTushbant@carson.org

Title: CAD/RMS/JMS Assessment and Procurement Support

Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

**CONSULTANT BY:** John Spearly

**TITLE:** Director of Contracts Administration

FIRM: Mission Critical Partners, LLC CARSON CITY BUSINESS LICENSE #: BL-007833	
Address: 690 Grays Woods Blvd.	
City: Port Matilda State: PA Zip Code: 16870	
<b>Telephone:</b> 814-931-4899	
E-mail Address: johnspearly@missioncriticalpartners.com	
(Signature of Consultant)	
DATED	
STATE OF)	
)ss	
County of	
Signed and sworn (or affirmed before me on thisday of	. 20
orginou and onem (er ammed zerere me en aneau) er	
(Circulations of Nations)	
(Signature of Notary)	
(Notary Stamp)	

Title: CAD/RMS/JMS Assessment and Procurement Support

### **CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of March 2, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 23300294**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

	CARSON CITY, NEVADA
	LORI BAGWELL, MAYOR
ATTEST:	DATED this 2nd day of March 2023.
WILLIAM SCOTT HOEN, CLERK-RECORDER	
DATED this 2nd day of March 2023.	

Title: CAD/RMS/JMS Assessment and Procurement Support

SAMPLE INV	OICE				
Invoice Date:	er:				
Carson City S	tto, Business Manager, r Street	email: <u>CO</u>	tto@carson.c	<u>org</u>	
Line Item #	Description		Unit Cost	Units Completed	Total \$\$
			T	otal for this invoice	
= contract sum Less this invoi	oreviously billed n prior to this invoice	\$			

Page **17** of **17** (Professional Services Consultant Agreement)

**ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES** 



**Proposal** 

# CAD/RMS/JMS Assessment and Procurement Support

January 26, 2023

Carson City, NV
Public Safety Emergency Communications Center



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### **Introduction Letter**

January 26, 2023

Jenn Stoffer 911 Communications Manager/TAC Carson City Sheriff's Office 201 N. Carson St. Carson City, NV 89701

Re: Proposal for CAD/RMS/JMS Assessment and Procurement Support

Dear Ms. Stoffer:

Mission Critical Partners, LLC (MCP) appreciates the opportunity to provide the Carson City Public Safety Emergency Communications Center (Center) with a proposal for computer-aided dispatch (CAD), record management system (RMS), and jail management system (JMS) assessment and procurement support.

MCP is prepared to serve the Center by assisting with achieving optimal delivery of emergency communications and systems-related services. If you have any questions regarding the information submitted, please contact me at 415.302.4866, or via email at BretHubbard@MissionCriticalPartners.com.

On behalf of our entire team, we stand behind the Carson City Public Safety Emergency Communications Center to serve as your partner and your advocate.

Sincerely,

Mission Critical Partners, LLC

**Bret Hubbard** 

Client Services Director



### Exhibit A

### **Your Mission Matters**

# At MCP, Our Mission Is Simple: To Improve Emergency Response and Justice Outcomes

We are committed to working collaboratively with you to implement successful solutions for your networks, data, and operations. More than just a consultant, we act as trusted advisors to our clients, striving to deliver value, efficiency, and fresh ideas—all while mitigating risk. We are solely focused on the public safety, justice, healthcare and critical communications sectors, and what makes us different is our holistic perspective. A leading provider of data integration, consulting, network and cybersecurity services, our vision is to transform the mission-critical communications and public-sector networks and operations into integrated ecosystems.

More importantly, we stand behind the significance of the work our clients do and how critical their missions are—not just for their organizations, but because their communities are counting on them. While we are proud to have the largest, most experienced team of specialized experts in the industry, our greatest pride comes from applying this expertise to work side by side with our clients to implement the best possible solutions—because the mission matters.

### By the Numbers



Since 2009, MCP has supported 3,200+ projects for 1,300+ public-sector and critical communications agencies



We serve clients in 48 states and 95% of the nation's largest metropolitan areas



Our staff consists of 200+ subject-matter experts, each with an average of 25 years of experience, dedicated to supporting our clients and their missions



We create significant project cost savings for our clients—often 15%, sometimes more



More than 90% of our clients remain with us from project to project



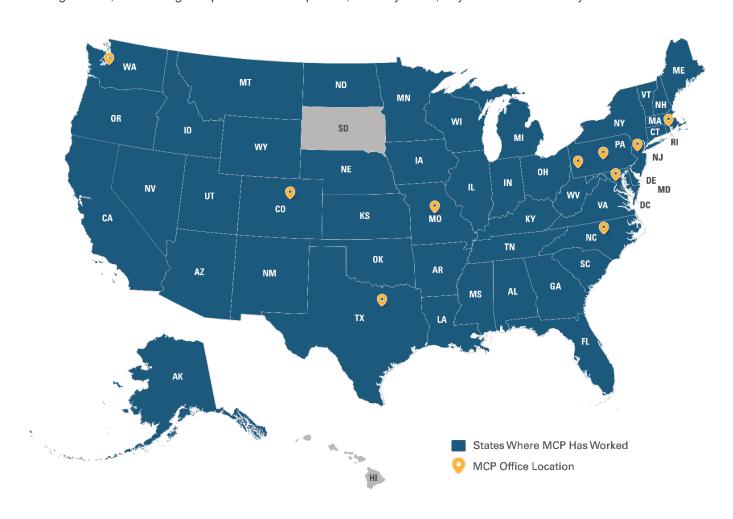
BECAUSE THE MISSION MATTERS



## **Nationwide Expertise, Local Insight**

### Turning Client Goals into Reality

With satellite offices, subject-matter experts, and project managers located across the country, MCP can deliver the right team, with the right experience and expertise, to every client, anywhere in the country.



### **Corporate Headquarters**

690 Gray's Woods Blvd., Port Matilda, PA 16870 Phone: 888-862-7911

### **Mission Critical Partners Branch Offices**

Denver, Colorado Silver Spring, Maryland Jefferson City, Missouri

Summit, New Jersey Raleigh, North Carolina Cranberry Township, Pennsylvania

Providence, Rhode Island Southlake, Texas Seattle, Washington

### We're Committed to Putting our Clients First

Partnering with a firm that brings an independent, objective perspective to every engagement is a top priority of our clients. We stand behind our commitment to always put the fundamental interests of our clients first.

From our inception, vendor-neutrality is a value that underpins every aspect of what we do. Our goal is to determine the most favorable solution for our clients based on their unique requirements, budget, governance structure, operations, and existing technologies. We provide a holistic perspective regarding the entire mission-critical communications ecosystem, free of bias or favoritism to any specific product or service provider. Our recommendations always are based solely on the value and the benefit provided to the client.

For clients, this approach means more control and greater visibility into the systems they ultimately are responsible for operating and maintaining, and—more importantly—a successful project that improves outcomes.

11/20

Board of Directors

Robert Chefitz

E. Perot Bissell

 $\sim \langle \langle \langle \rangle \rangle \rangle \langle \langle \rangle \rangle$ 

Bernard Bailev

Nola Joyce



Mission Critical Partners (MCP) understands that this project will be a major expense for the Carson City Public Safety Emergency Communications Center (Center). MCP's rigorous assessment will serve as the foundation for all future system enhancements and will help the Center make better-informed decisions in an uncertain environment. We deliver our recommendations in a multifaceted report that encompasses all key system areas to provide a comprehensive picture of an agency's needs.

Our methodology ensures that the Center has confidence that the system is not being overengineered and equips you to do more with less by getting the best value from the available budget. MCP has helped clients:

- Lower system maintenance costs by upwards of 20%
- Negotiate savings during the procurement stage that typically ranges from 25% to 40%

### Vendor-Neutrality Experience

MCP has vast experience in implementing complex and multidiscipline technology systems, having worked with large (Tier 1), mid-size, and small computer-aided dispatch/record management system (CAD/RMS) vendors including, but not limited to:

Motorola	Versaterm	New World Systems	VisionAir
Intergraph	InterAct	Zuercher	TriTech
SunGard	Positron	ESO	Harris
Firehouse	VISION	PSSI	AT&T
Aether	Emergitec	Infor	Tiburon

### **Monitoring Services**

Keeping a mission-critical information technology (IT) environment running smoothly requires constant attention and the availability of highly specialized staff. Network infrastructure needs to be secure, up to date and operating at peak performance, 24x7. Between working with the growing number of network devices, identifying and troubleshooting incidents, and managing routine maintenance requirements, public safety agencies find themselves needing support.

Mission-Critical NetPulse® network monitoring services improve network reliability and provide agencies with a greater pulse on their Internet Protocol (IP) network and IT enterprise with technology-agnostic support that spans all aspects of emergency communications.

### A proven, trusted partner means proven, trusted success

No one knows the emergency response communications ecosystem better than MCP. We are the proven, trusted partner behind more than 3,200 mission-critical projects. And the trusted expertise of our field engineers and specialists ensures that mission-critical networks across the country are running smoothly and have reduced risk of unplanned downtime.

### 24x7, independent support, inside and out, and a single point of accountability

NetPulse Advanced monitoring services provide proactive and highly responsive around-the-clock remote support services via a network operations center (NOC) that mitigates, escalates, responds, and resolves



network incidents quickly. Our field engineers and specialists develop a deep understanding of the client's network environment and coordinate with every key network component provider and vendor involved with the network on behalf of the client, acting as a clearinghouse that manages incidents and events until issue resolution. MCP offers a variety of service plans that provide varying degrees of support—Essential, Advanced, Secure, and Custom.

### A dynamic, integrated view

NetPulse monitoring can provide a holistic, end-to-end view into an agency's entire network and supporting infrastructure, with support available for the following networks and applications:

- CAD
- **RMS**
- Telephony
- Environmental site networks
- Microwave

- Call-handling equipment (CHE)
- Emergency Services IP networks (ESInets)
- Fiber-optic
- 911 and administrative servers, databases, router, and switches

### Unmatched visibility customized to your needs

MCP provides reporting services via Mission-Critical NetInform® Discover, a customizable dashboard and web portal that displays detailed visibility and real-time status of all activities impacting network performance and IT infrastructure. This includes status changes, tickets open, average response times, and incident and event status. MCP also delivers a monthly status report that provides an overview of critical network and IT activities, upcoming maintenance notifications and planned activities, client services, and network engineering support to provide transparent accountability.

Table 1: Sample MCP Monitoring Service Clients

Sample Clients	
Alameda Police Department, CA	Lucas County, OH
Albany/Capital District, NY	Melbourne, FL
Anchorage Police Department, AK	Milwaukee Police Department, WI
Baltimore Police Department, MD	Monterey County, Emergency Communications Center, CA
Brevard County, FL	Monterey County Sheriff's Office, CA
Carson City Sheriff's Office, NV	Montgomery County Sheriff's Office, OH
Forsyth County, GA	New York Metro Transit Authority
Fort Worth, TX	New York State Transit Authority
Harris County Sheriff's Office, TX	Orange County Fire and Rescue, FL
Indianapolis, IN	Orange County Sheriff's Office, FL
La Mesa, CA	



# Statement of Services

### **Project Understanding**

Mission Critical Partners understands the Carson City Public Safety Emergency Communications Center (Center) has identified the need to obtain a professional services consulting firm to assist with computer-aided dispatch (CAD), records management system (RMS), and jail management system (JMS) assessment and procurement.

On every project MCP leads, our goal is to understand the needs of the client and based on this understanding, develop solutions to meet those needs. Every client and project are unique, with their specific requirements that must be understood to be successful.

MCP will apply our extensive experience and knowledge of public safety software systems in executing the Center's project, ensuring the needs assessment, replacement recommendations, and procurement of the Center's new systems are successful by utilizing our proven project management processes.

MCP has outlined our approach and solution for the Center to support the enhancement of its public safety services. In MCP's experience with similar CAD/RMS/JMS system replacement projects, we typically divide the level of effort into seven distinct phases:

Phase	Description	Tasks
1	Operational and Functional Needs Analysis and Requirements Outline	<ul> <li>Develop an understanding of the Center's operations and the business needs of project stakeholders</li> <li>Meet with team members/stakeholders to define business processes, functional specifications, and technical requirements</li> <li>Define the Center's interfaces and unique "pain points" to be included in the request for proposal (RFP) and address priorities and future-looking technologies of interest to the stakeholders</li> </ul>
2	Specification Writing/RFP Development	<ul> <li>Incorporate MCP's best-practice technical specifications, as well as the Center's legal and procurement requirements into the RFP</li> <li>Produce a comprehensive RFP document that incorporates the Center's specific issues that must be addressed by the vendor community</li> <li>Determine specific use-case scenarios and a comprehensive requirements listing</li> </ul>
3	System Procurement Process	<ul> <li>Support the competitive procurement process in conjunction with the appropriate Carson City procurement department</li> <li>Support the proposal evaluation process with the Center</li> <li>Shortlist vendor finalists and lead the use-case demonstrations with select vendors</li> </ul>



Phase	Description	Tasks
4	Contract Negotiations (30 Hours)	<ul> <li>Assist the appropriate Center officials, as needed, as they negotiate the vendor contract and provide expertise regarding industry- acceptable contract terms for public safety software systems</li> </ul>
		Support scope of work, milestone billing, and schedule development for inclusion in contract, as appropriate
Optional Services		
5	System Implementation and Cutover Support	Provide insight to the Center regarding the selected vendor's implementation plan
		Collaboratively manage and oversee the vendor's implementation progress with Center staff
		Review and critique training plan and delivery
		Verify and validate delivery of proposed functionality
		Attend and provide support for system cutover
		Manage punch list through acceptance period
		Support testing and system cutover

In the sections that follow, MCP provides a comprehensive description of our approach during each phase of the project.

### **Scope of Work**

### Phase 1: Operational and Functional Needs Analysis and Requirements Outline

### Task 1.1: Project Initiation

MCP will conduct a project initiation meeting with the Center's project team and key stakeholder representatives to:

- Establish mutual acquaintance
- Clarify roles
- Review and align regarding desired outcomes and deliverables

Prior to the meeting, MCP will review any available documentation regarding:

- Current Center requirements documents
- Documented interfaces
- Desired system architecture
- Disaster recovery
- RFP template



MCP's project manager (PM) will facilitate the meeting and review the:

- Scope of work
- Project budget
- Tasks, milestones, deliverables, and schedule

### Task 1.2: User and Stakeholder Requirements Gathering

MCP anticipates that after the initiation meeting, we will remain on site and hold three days of meetings and interviews to review the current state of the Center's systems and the Center's existing functional requirements and determine content that will be incorporated into the final RFP document. During this effort, MCP will facilitate conversations with stakeholders to consolidate requirements. MCP and the Center's team will evaluate and determine the following:

- The Center's functional priorities
- "Pain points" of the existing system and the Center-specific problem statements
- Future-facing technologies and best practices for inclusion in the RFP

In addition, with MCP's input, the Center will develop use cases for future reference and demonstration purposes.

As determined between the Center and MCP, follow-up discussions, if necessary, will be held with the staff to gain a better understanding of issues identified during the initial on-site visit. Follow-up conversations will collaboratively look at the use cases developed with MCP's assistance to ensure that they are relevant to the RFP document and can serve in the demonstration step, referenced later in this document.

Analysis of the Center's documentation generally will fall into several specific areas of investigation. The team will review the consolidated requirements of the public safety answering point (PSAP) during this phase to ensure that the approach is sufficient to capture data in key focus areas.

MCP will collaborate with the Center to ensure that all necessary systems are properly represented in the Center's RFP document. These can include, but are not limited to:

- Computer-aided dispatch (CAD)
- Mobile data system (MDS)
- Records management system (RMS)
- Jail management system (JMS)
- Automatic vehicle location (AVL)/mapping
- 911 call-handling equipment (CHE)
- Existing and desired interfaces
- Fire station alerting (FSA)

MCP is committed to a holistic approach that helps the Center deploy integrated data-sharing solutions that promote communications interoperability and improve collaboration among the Center agencies, with the end goal being improved emergency response outcomes. As MCP works with the Center on the RFP document, we also will provide insight into the RFP's language regarding vendor scope of work, maintenance, and service level agreement (SLA) management and define use-case descriptions for vendor demonstrations and other general proposal best practices. Additionally, MCP will provide problem statements, considering the information exchanged during this phase, which will be introduced into the RFP document.





### **Deliverables:**

- Project initiation meeting
- Requirements and problem-statement outline

### Phase 2: Specification Writing/RFP Development

Once requirements and the problem-statement outline are completed, MCP and the Center core team members will update the RFP document and prepare it for release. The RFP document will be updated to address and define the systems and subsystems to be procured as part of an integrated CAD/RMS/JMS system.

The functional design and specifications that are developed from Phases 1 and 2 include standards-based, statutory, and regulatory requirements. In this regard, MCP draws from many sources including, but not limited to:

### **Industry Standards**

- Law Enforcement Information Technology Standards Council (LEITSC)
- American National Standards Institute (ANSI)
- Telecommunications Industry Association (TIA)
- Association of Public-Safety Communications Officials (APCO)
- National Emergency Number Association (NENA)
- Americans with Disabilities Act (ADA)
- National Fire Protection Association (NFPA)
- Regional codes and standards
- Local application of standards
- State regulations

MCP will provide insight and recommendations regarding components of the RFP document, including:

- The functional specifications desired in the system(s) to be procured
- The procurement process and conditions, to include the Center-required terms and conditions
- The system requirements, content, and format of vendor proposals, so that the proposals received are uniform, cost-competitive and technically acceptable and support a thorough and balanced evaluation process
- Introductory information for the proposer about the procurement process
- Other requirements
  - Project management
  - Configuration, implementation, and acceptance testing
  - Training programs and courses
  - Warranty and service/support capability requirements
  - Lifecycle—total cost of ownership requirements
- Cost proposals
  - Itemized equipment costs
  - Software licensing



- Labor costs and rates
  - Data conversion, if applicable
  - Implementation
  - Project management
- Training
- Software maintenance costs
- Hardware maintenance costs, if applicable
- SLA response and restoral times



### **Deliverable:**

Final Center RFP document

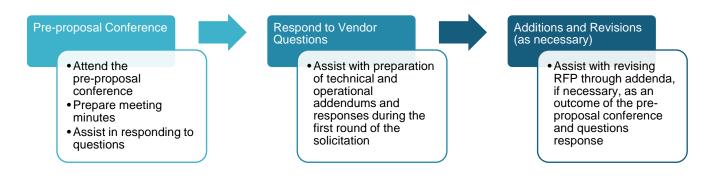
### Phase 3: System Procurement Process

The MCP/Center team will meet to confirm and finalize the Center's decisions regarding the proposal evaluation process for the future CAD/RMS/JMS system. The intended outcome of this phase is for MCP to provide services to augment the Center's planning and execution of the CAD/RMS/JMS system purchase. MCP will utilize its extensive experience in:

- Reviewing vendor proposals
- Identifying critical issues, concerns, and discrepancies
- Inquiring about alternative solutions based upon the vendor's software platform
- Judging the validity of the proposed costs

MCP's evaluation methodology and toolset have been reviewed by numerous state, city, and municipal procurement offices and legal teams throughout the country. Our ability to modify our existing processes and evaluation tools makes the process of scoring much more efficient for the Center, as well as your procurement and legal representatives.

MCP understands the criticality of maintaining a fair and thorough vendor proposal evaluation process for selection of the solution that best meets the Center's business needs within the budget parameters. The key initial procurement processes and activities after RFP issuance include:





### Task 3.1: Proposal Evaluation

### Review of Vendor Proposals

MCP will support the Center in its evaluation of proposals from responding vendors and provide technical support throughout the procurement process. In conjunction with the Center personnel, MCP will participate in the review and evaluation of proposals concerning compliance with the RFP's requirements. MCP will:

- Review proposals and provide a summary evaluation to identify noncompliant responses
- Provide technical and administrative consultation during the proposal evaluation and vendorselection processes utilizing our evaluation matrix to efficiently track the review effort
- Assist with drafting questions to vendors
- Attend a virtual interim evaluation meeting to discuss outstanding issues, as well as a follow-up meeting to review findings and conclusions

### Task 3.2: Vendor Use-Case Evaluation Demonstrations

MCP will assist the Center with conducting vendor use-case evaluations of the top two vendors' solutions, using scenarios crafted specifically for the Center and, if desired, using the Center-provided data.

The MCP team will prepare a use-case evaluation schedule and assist in the development of all use-case evaluation scripts in cooperation with the Center. MCP will facilitate use-case evaluations for up to two vendors to demonstrate their public safety software solutions to the Center stakeholder team. MCP has budgeted one MCP resource to be on site to facilitate the two-day evaluation for each vendor.

After completion of the vendor use-case demonstrations, MCP will facilitate a meeting with the evaluation committee to discuss the demonstrations and socialize the benefits and shortcomings of each vendor's system.

MCP will provide scoring documentation to allow evaluators to judge vendors in a fair and impartial nature. MCP will subsequently lead the evaluation team meetings in which the evaluators decide on the top selected vendor. If necessary, MCP will develop best and final offer letters to the top two vendors for further financial benefit.

### **Evaluation Committee Presentation**

MCP will provide a presentation of the recommendation to stakeholders and the Center officials. This is important to ensure that all stakeholders are kept informed regarding the procurement process and the criteria that led to the selection of the vendor.



### **Deliverable:**

- Vendor use-case demonstration schedule, scripts, and facilitation
- Evaluation Committee presentation

### Phase 4: Contract Negotiations (30 Hours)

MCP will support the Center's efforts during contract negotiations by specifically focusing on the vendor's statement of work and the payment milestones established as part of the contract. The appropriate Center resources will be responsible for negotiating the contract with the selected vendor.



Once an initial contract is received from the vendor, MCP personnel will:

- Review the contract documents and provide comments regarding the contractual language, scope
  of work, and line-item pricing that is provided by the vendor
- Redline vendor-supplied software license and maintenance agreements to provide the Center with a foundation as to what should be, and should not be, accepted within the vendor contract agreement
- Participate in strategy meetings with the Center in preparation for vendor negotiation meetings
- Participate in vendor negotiation meetings with the Center as your technical subject-matter expert (SME) and advocate

MCP anticipates 30 hours of contract negotiations effort.

### **Optional Implementation Services**

### Phase 5: System Implementation and Cutover Support

Should the Center decide to move forward with the optional Phase 5, MCP will provide support to the Center throughout the system implementation process. MCP understands the installation of the new solution(s) must be completed in a manner that results in minimum disruption of activities and limited disruption of dispatching services.

MCP's deployment support focuses on assisting the Center in overcoming the barriers of success typically found in public safety technology projects. MCP will assist the project team and selected vendor(s) in the development of a single, integrated plan that encompasses all activities required to deliver success for system implementation. Our goal is to support the Center during deployment ensuring:

- Compliance with contract requirements and timelines
- Development of test plans and scripts designed to demonstrate functional fulfillment of the technical requirements
- Oversight of all activities associated with the installation of the solution
- Review and approval of all milestone payment certificates
- Review and approval of project change orders, if necessary

### MCP will:

- Serve as the Center's advocate and participate in vendor kickoff and planning meetings
- Provide installation oversight
  - Periodically provide personnel on site during the installation process
- Work with the Center and the vendor to develop a punch list of:
  - Issues
  - Roadblocks
  - Software defects
  - Items that fail to conform to the published technical specifications
- Support system cutover, acceptance testing, and final system approval
  - Resolve issues prior to MCP's recommendation to the Center to authorize system acceptance and release final vendor payment



MCP will support the Center in planning, configuration, installation, testing, and go-live activities. Typical responsibilities of the MCP team during this phase can include support such as:

- General project management
- Schedule coordination and integration oversight between the vendor and the Center
- Review of vendor documentation for approval by the Center
- Maintenance of the requirements matrix to document delivery of all contracted items and features
- Identification of discrepancies between the vendor, the Center, and third-party system elements
- Technical representation during functional, integration, and interface acceptance testing
- System transition and post-cutover reliability testing
- Punch list development and open item resolution
- Review of as-built documentation
- Assistance with coordinating vendor and the Center's delivery of training
- Recommendation regarding system acceptance



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## **Project Team**

With more than 200 staff members, MCP's specialized professionals are integral members of our team:

# MCP's Specialized Professionals Former executive directors and public safety managers Consolidation and technology specialists Facility and staffing experts Emergency Number Professionals (ENPs) Technology, forensic, and policy specialists Project Management Professionals (PMPs)

MCP will support this project with 100% internal staff to protect the Center from the risk of 1099 staff or subcontractors that could delay project initiation, delivery or create contractual issues over responsibilities. The figure below identifies the key team members from our staff that we plan to assign to this important project.

#### **Organizational Chart**

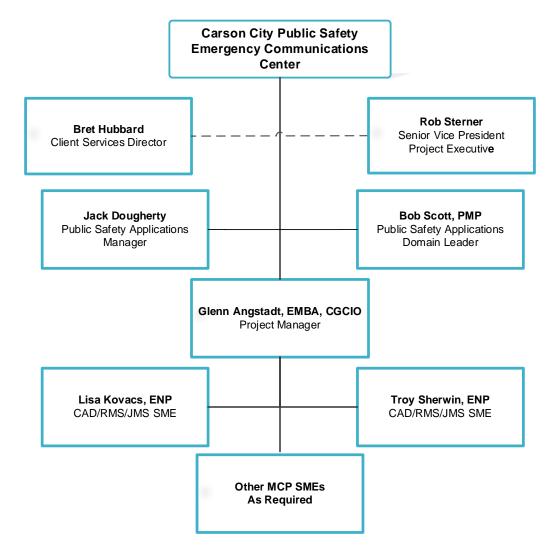


Figure 1: Project Team



Each team member brings a unique skill set and depth of experience in radio system needs assessment. Additional resources and subject-matter experts are also available, as we are a full-service firm focused on all aspects of public safety communications.

#### **Resumes**

Resumes highlighting our qualifications and experience performing CAD/RMS/JMS services are included on the following pages.



#### Robert H. Sterner, Jr.

#### Senior Vice President, Mission Critical Partners

As a senior vice president and client-focused leader responsible for supporting customer satisfaction and business development management, Rob is an experienced communicator who maintains direct contact with public safety clients to resolve project issues. His experience includes executive-level consulting services on multimillion-dollar public safety communications infrastructure projects, contract management and analysis of federal and state legislation and policies that impact public safety. He has researched and developed new public safety and communication technology services for clients in state and county governments and served as a key staff member in the U.S. House of Representatives and Pennsylvania Senate. Areas of specialization include:

- Client manager and executive oversight of projects ensuring expectations are met for client success
- Project manager for PSAP assessments, procurements and implementations of multiple systems

#### **Representative Experience**

#### State/Major Metropolitan Area Experience

- Philadelphia, PA—Radio assessment, maintenance and platform upgrade; 911 center design, implementation and construction support; regional ESInet design and specification development; text-to-911 transition and CAD and records management system (RMS) needs assessment, RFP development and procurement
- Maryland 9-1-1 Board—NG911 planning, implementation, GIS and cybersecurity
- Illinois—NG911 feasibility study
- Illinois—Consolidation projects
  - Cities of O'Fallon and Fairview Heights; Counties of Winnebago, Lake and Kane
- Baltimore, MD—Contract negotiation support, facility feasibility assessment, staffing study, organizational analysis and CAD monitoring
- Northern Virginia Emergency Response System (NVERS)—Fire and EMS assessment
- National Capital Region (NCR)—CAD-to-CAD strategic plan

#### City/County Experience

- Berks County and Bucks County, PA—Southeastern Regional ESInet
- Anne Arundel County, MD—Facility feasibility study
- Frederick County, MD—CAD, RMS, jail management system (JMS) and mobile data system (MDS) assessment, procurement and implementation; NG911 services; communications staffing support and strategic technology planning
- PSAP Assessments—Orange County, Virginia; Adams County, Colorado; Cincinnati, Ohio; City of Richmond, Virginia

#### Additional Experience

- York County, PA—Director, Emergency Center Services Project
  - Directed comprehensive upgrade of the public safety communications infrastructure (new emergency services center facility, P25 LMR, CPE, CAD)
- Pennsylvania Department of Community and Economic Development, Governor's Center for Local Government Services—Local Government Policy Specialist
- Pennsylvania Department of Labor and Industry—Executive Assistant for Safety and Labor Management Relations and Division Chief, Bureau of PENNSAFE
- U.S. House of Representatives, Education and Workforce Committee—Oversight Staff



**Industry Experience** 

29 years

#### **Education**

B.A., Government/Public Administration, York College of Pennsylvania

#### **Associations**

National Emergency Number Association (NENA)

Association of Public-Safety Communications Officials (APCO)



#### **Bret Hubbard**

#### Client Services Director, Western Region, Mission Critical Partners

Bret serves as a client manager who uses his knowledge and skills to foster customer-driven solutions to ensure client needs are met and projects are successful. As the former chief executive officer of a vehicular mobile computer hardware systems and related software company, he has extensive experience serving clients in both the public and private sectors. A proven leader of product and services business development, Bret's core competencies include program and process development, customer relationship management, strategic planning and technical needs assessments. Bret delivers complex high-end solutions to satisfied public safety, military and commercial customers. Bret has excellent communication skills and the ability to deliver solutions while working through adverse conditions.

#### Representative Experience

#### City/County/Regional Experience

- Modesto City, CA—PSAP assessment
- Nez Perce County, ID—PSAP consolidation feasibility study
- Salt Lake Valley Emergency Communications Center, UT—Emergency Call Protocol Solution RFP development
- Ravalli County Sheriff's Office, MT—Radio communications tower location study
- Missoula County, MT—Radio system needs assessment
- Pitkin County, CO—PSAP assessment
- El Paso-Teller County 9-1-1 Authority, CO—PSAP regional efficiency study

#### Additional Experience

- Developed technology that became the standard for dash-mounted, airbag safe, sunlightvisible touchscreen computers in vehicles
- Created exclusive supplier contract with vendor for in-vehicle public safety mobile computer systems
- Created and implemented multiple nationwide field service programs resulting in 98% product uptime
- Conducted product-to-market research and deployment
- Championed and built brand recognition across the United States and Canada
- Conducted trending and metrics to develop projections and product directions
- Developed, sold and maintained the first-ever commercial grade sunlight visible car and truck touchscreen computer system and communications software for government, public safety agencies and fleet vehicles
- Identified and remedied clients' pain points
- Achieved long-term relationships with customers and channel partners



Industry Experience
35 years

#### **Education**

B.S., Marketing, Management Information Systems, University of Arizona



#### John (Jack) T. Dougherty

#### Public Safety Applications Manager, Mission Critical Partners

As MCP's Public Safety Applications Manager, Jack brings 36 years of diverse public safety program and project management experience, including but not limited to CAD, records management system (RMS) and LMR specifications, procurement and implementation, as well as systems integration and facilities construction. Given his experience in state government with the Pennsylvania State Police, working with public safety firms and technology vendors, he is intimately familiar with public safety technology at the city, county, state and federal levels of operations. In addition, Jack has worked with several large metropolitan statistical areas (MSAs) as a program manager.

#### **Representative Experience**

#### Regional/Federal Experience

- National Highway Traffic Safety Administration (NHTSA) National 911 Program—Project manager for CAD data interoperability project
- PennState Health—Project manager for a radio system needs assessment
- Richmond Capital Region—Program director, systems integration, responsible for the implementation of a new regional interoperable LMR system, which included three separate subsystems and integration to a standalone county P25 800 MHz system

#### City/County Experience

- Philadelphia, PA—Senior program manager of 911 consulting multi-year project
  - Program strategy and management
  - LMR upgrades and deployment
  - Design and implementation of a new 911 center
  - Regional ESInet deployment
  - CAD procurement and deployment
  - Disaster recovery and continuity of operations plan
  - Customer premises equipment (CPE) support
  - Pennsylvania Emergency Management Agency (PEMA) grant support
- Atlanta, GA—Project manager of a CAD and RMS implementation and a GIS and CAD administration project

#### Additional Experience

- Pennsylvania State Police, Major-Director of Bureau of Communications and Information Services
  - Oversaw initiation of VHF narrow banding, procurement of P25 dual-band radios and P25 transition planning
  - Led operation/maintenance/security of communications systems and facilities
  - Oversaw the Commonwealth Law Enforcement Assistance Network (CLEAN)
  - Served as a Pennsylvania representative for Nlets The International Justice and Public Safety Network
- Project manager for the following past projects:
  - Bucks County, PA—700 MHz P25 public safety radio implementation and management of Astro 25 7.14 to 7.16 upgrade
  - Berks County, PA—700 MHz P25 public safety radio network implementation
  - Powhatan County, VA—Public safety radio system assessment and procurement
  - Eastern Shore of Virginia—Radio system interoperability assessment/ recommendations
  - Pitt County, NC—700 MHz P25 voice and paging coverage augmentation



<u>Industry Experience</u>

36 years

#### **Education**

Northwestern University, Center for Public Safety, School of Police Staff and Command

The Pennsylvania State
University - Advanced
Police Executive
Management

International Association of Chiefs of Police (IACP) Leadership in Police Organizations

Pennsylvania State
Police Academy-Cadet
Training

#### **Certifications**

Change Management Specialist

#### **Associations**

Project Management Institute (PMI)

Fraternal Order of Police

Pennsylvania State Troopers Association

National Association of Professional Accident Reconstruction Specialists (NAPARS)



#### Robert J. Scott, PMP

#### Public Safety Applications Domain Leader, Mission Critical Partners

Bob served the Pennsylvania State Police (PSP) for 26 years where he had the opportunity to be a project manager for many large public safety technology projects, then leveraged that experience into a successful career as a public safety consultant/project manager. For more than 11 years in the private sector, Bob has led and been a senior technical SME on many public safety projects including public safety software systems procurements and radio system implementations.

#### **Representative Experience**

#### National/State/Regional Experience

- National Highway Traffic Safety Administration (NHTSA) 911 Program Office—Senior technology specialist and CAD SME for CAD interoperability project
- Pennsylvania State Police—Project manager on a records management, CAD, and
  mobile data systems replacement project; tasks included preparing comprehensive
  functional requirements, developing an RFP for publication and managing a rigorous
  vendor evaluation which led to vendor selection
- Pennsylvania Emergency Management Agency (PEMA)—NG911 support and management information system procurement
- Pennsylvania Turnpike Commission—Project manager for public safety radio system RFP
- Northwest Central Dispatch, IL—Project manager for CAD/mobile data/law records management system (RMS)/fire RMS procurement, including RFP development, facilitation of vendor selection, contract negotiations and implementation oversight
- Tri-Com Central Dispatch, IL—Project manager for a CAD/mobile data system technology assessment and strategic technology plan, including business needs assessment, RFP development and contract negotiations

#### City/County Experience

- Philadelphia, PA—
  - CAD/mobile data systems RFI development, to include functional specifications, use-case demonstrations facilitation, vendor selection and contract negotiations
  - Fire RMS and personnel accountability system RFP development
- Atlanta, GA—RMS implementation consultant
- Chicago, IL—CAD/mobile data systems RFP development, vendor evaluation, facilitation
  of use-case demonstrations and support of contract negotiations
- Frederick County, MD—CAD, mobile data system, law RMS, Fire RMS and jail
  management system (JMS) systems upgrade, to include assessment, RFP development,
  vendor negotiation and implementation of public safety software replacement project
- Adams County Communications Center (ADCOM911), CO—PSAP assessment of technology, staffing, facility and operations
- Hamilton County, OH—Communications center efficiency study and funding analysis
- Richmond, VA—PSAP assessment and strategic plan
- Orange County, VA—Emergency communications consolidation feasibility study
- Adams County, PA—Project manager for 800 MHz public safety radio system project, negotiating separate contracts with radio, microwave and tower site vendors and providing implementation oversight of 19 radio tower sites
- Montgomery County, PA—Lead RMS SME for law enforcement RMS procurement project



**Industry Experience** 

37 years

#### **Education**

Pennsylvania State
Police Academy

B.S., Criminal Justice, University of Scranton, Pennsylvania

#### **Certifications**

Project Management Professional (PMP)

#### **Associations**

Project Management Institute (PMI)

National Emergency Number Association (NENA)

Association of Public-Safety Communications Officials (APCO)



#### Glenn E. Angstadt, EMBA, CGCIO

#### Client Manager, Mission Critical Partners

Glenn is a seasoned leader with a broad range of technology, management, operational and communications experience across a diverse spectrum of industries. From venture capital startup to electric utility, human resources, private education, local government and public safety, he has a proven record of success integrating emerging IT trends and quick-to-market services. Some of Glenn's skills include:

- Strategic planning and execution
- Organizational restructuring
- Excellent analytic and logic skills
- Excellent communication skills
- Effective cost cutting
- Emerging technologies
- Process improvement
- Superior presentation skills

#### **Industry Experience**

21 years

#### **Education**

Executive MBA, St. Joseph's University, PA

B.S., Computer Science Albright College, PA

#### **Certifications**

Certified Government Chief Information Officer (CGCIO), Public Technology Institute (PTI)/Rutgers University

#### **Associations**

PA Emergency Management NG911 Technical Subcommittee

#### Awards and Recognition

Government Technology, Top 25 Doers, Dreamers and Drivers – 2019

#### **Representative Experience**

#### State/Regional Experience

- Pennsylvania Emergency Management Agency (PEMA)
  - NG911 strategic planning
  - Legacy cost and circuit analysis in support of transition to NG911
    - Spatial representation of circuit migration
- County Commissioners Association of Pennsylvania (CCAP)
  - Commonwealth IT security planning
- SEPA Law Enforcement Justice Information System (LEJIS)
  - Steering/governance committee

#### City/County Experience

- · Gahanna City, OH
  - Project management of a facility migration, collocating police and fire and implementing a new call handling solution
- Shelby County, TN
  - CAD project management of requirements, procurement and implementation for the cities of Bartlett, Millington and Memphis and the Shelby County Sheriff's Office
- St. Louis, MO
  - New PSAP engineering and design
- Philadelphia, PA
  - New collocated Police/Fire/Office of Emergency Management PSAP (One City, One PSAP)
  - CAD RFP technology/security analysis
  - Fire records management system technology/security analysis
  - Continuity of operations plan/disaster recovery (COOP/DR) assessment and gap analysis
- Palm Beach County, FL
  - 911 program services COOP/DR plan development
- Indiana County, PA
  - Enterprise COOP/DR plan development
- Chester County, PA
  - Full division and departmental direction including systems and services in areas of applications development, business analysts, customer service, infrastructure and enterprise data centers, project management and cybersecurity
  - Infrastructure design and support for CAD system implementation



#### Lisa L. Kovacs, ENP

#### Communications Consultant, Mission Critical Partners

Lisa is a veteran within the public safety community, serving as a 911 director and public safety software sales support specialist for CAD and mobile systems. Lisa has experience in all facets of public safety software, beginning as a trainer, then implementing systems as a senior project manager. Further on, she became a senior product manager responsible for designing and releasing CAD, mobile and interfaces to records management systems (RMS), jail management systems (JMS), and more than 30 third-party interfaces. Lisa also implemented and was the Training Manager of the National Training Academy, not only training over 150 client sites in preparation for Y2K and new employees but she was also assigned to a special team that assisted in getting the new WebRMS out to the field by helping with the new product's quality assurance/quality control (QA/QC).

#### **Representative Experience**

#### City/County Experience

- Frederick County, MD—Replacement of CAD, mobile and JMS
- Watsonville, CA—RMS implementation
- Jefferson County, MO—CAD assessment
- North Texas Emergency Communications Center, TX—CAD procurement for four agencies
- Denton, TX—Project manager for mobile data automatic vehicle locator (AVL) assessment
- Charlotte, NC—Emergency communications personnel study
- Stanly County, NC—Served as the first 911 Director
  - Established consolidated 911 emergency communications department
  - Coordinated the implementation of E911 and CAD/mapping
  - Led the countywide consolidation of five city police departments, countywide EMS service and 17 fire departments
  - Managed renovations for a new 911 center
- Rock Hill, SC—Served as Telecommunications Division Manager
  - Led renovation to accommodate a new city/county collocated 911 center and consolidated city police and fire communications
  - Managed citywide phone system, including system changes and chargeback to each department for usage

#### Additional Experience

- Served as the program manager responsible for teaching the APCO Telecommunicator Certification program across the country
- Accelerated the development of new RMS web products
- Led state users group meetings, explaining the migration process from VisionCAD to InformCAD and mobile product lines
- Worked with VisionCAD, VisionGIS and VisionLMS
- Researched new trends in the 911 industry
- Performed proposal development and RFP review related to CAD implementation, as well as mapping and mobile systems



#### **Industry Experience**

41 years

#### Certifications

Emergency Number Professional (ENP)

#### **Associations**

Association of Public-Safety Communications Officials (APCO)

National Emergency Number Association (NENA)

One of the 13 founding members of the NENA Institute Board overseeing the ENP Program and serving for 15 years



#### **Troy Sherwin, ENP**

#### **Technology Specialist, Mission Critical Partners**

Troy is a former law enforcement professional with more than 27 years of experience with the Pennsylvania State Police (PSP), having served in field operations and as lead SME/project manager for several statewide law enforcement technology initiatives. Troy progressed through the ranks of PSP to a niche in public safety software systems, then joined a public safety software company after leaving PSP. His career includes experience in team leadership, business process analysis, project management, technology acquisition and software configuration and deployment. Troy is passionate about leveraging his broad knowledge in public safety technology to better serve clients within emergency communications and field operations.

#### **Representative Experience**

#### Special Projects/Support Manager Experience

- Special Projects Manager for Traffic and Criminal Software (TraCS)
  - Served as records management system (RMS) SME for the development team
  - Conducted requirements gathering with clients
  - Worked extensively with Jira, Excel, Word, Adobe and SharePoint
  - Handled entire range of project management duties for all special projects
  - Conducted quality assurance on all special projects
  - Developed, implemented and performed quality assurance for the following functionality for the State of Iowa
    - National Incident-Based Reporting System (NIBRS) standards for the TraCS system project
    - Drug recognition expert data collection form and its subsequent data submission to the National Highway Traffic Safety Administration (NHTSA)
    - Bureau of Investigation and Identity Protection form
  - Applied PennDOT crash data standards for the Commonwealth of Pennsylvania local law enforcement TraCS project
  - Performed extensive configuration updates for the State of New Mexico TraCS project
  - Conducted TraCS proof-of-concept configuration with the State of Texas
  - Performed traffic citation and warnings updates for the State of Vermont
  - Developed and implemented the commercial motor vehicle inspection form and its subsequent submission to Federal Motor Carrier Safety Administration (FMCSA) available for use by all TraCS agencies
- Support Manager for TraCS
  - Managed and collaborated with a team of support specialists, addressing issues for more than 400 local law enforcement agencies in Pennsylvania, as well as 15 state agencies

#### Additional Experience

- Pennsylvania State Police Project Lead and Implementation Manager
  - Served as the enlisted project lead for PSP's implementation of a department-wide law RMS, including computer-aided dispatch (CAD), mobile report entry (MRE) and mobile data system (MDS) software
  - Worked with wireless data communications, public safety 800 MHz radio and commercial 3G/LTE, to transmit data to/from PSP mobile computers
  - Spearheaded PSP's implementation of the web-enabled version of TraCS



**Industry Experience** 

32 years

#### **Education**

Pennsylvania State
Police Academy

#### **Certifications**

Emergency Number Professional (ENP)

Captivate 2, D'vinci Interactive

Robohelp X5, D'vinci

TraCS Software
Development Kit
Workshop

#### **Associations**

Retired State Police Association of Pennsylvania



#### **Relevant Project Experience**

MCP's proven record of success with CAD/RMS/JMS projects is detailed on the following pages.



#### **Adams County Communications Center,** Colorado

Records Management System and Jail Management System Implementation Support

Challenge: In September 2017, Adams County Communications Center (ADCOM) identified the need to assess the status and outlook of its webbased records management system (RMS) implementation. ADCOM retained Mission Critical Partners to provide professional consulting services with the RMS implementation and to provide support for the Adams County Sheriff's Office jail management system (JMS) implementation.

Solution: To support this project, MCP's subject-matter experts provided technical, operation and contractual support to deliver a comprehensive assessment that identified alternatives for ADCOM and prioritized recommendations on the best path forward. MCP completed the following tasks:

- Conducted a needs assessment, data gathering and initial RMS interviews
- Discussed potential alternatives with ADCOM and the RMS team
- Supported independent verification and validation of the RMS software
- Assisted in defining core functionality for the RMS based upon user need and industry best practices

Key Result: In October 2017, MCP delivered a report of its initial findings and provided an updated report in December 2017. MCP continued to assist ADCOM in providing consultation services directly to the ADCOM Director and the RMS testing team to further the progress of the implementation and to help formulate a strategy to ensure the best interest of ADCOM and its agencies were served by this critical deployment.



Project Length: 1 Year

Project Dates: September 2017 to

November 2018

Population: 504,108 (2021) Nearest MSA: Denver-Aurora-Lakewood, CO

Contact:

Joel Estes Director Adams County Communications Center 303.289.2235 jestes@adcom911.org



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#### El Paso-Teller County 911 Authority, Colorado

#### Centralized CAD Implementation Support

**Challenge:** The El Paso-Teller County 911 Authority (Authority) sought to obtain professional consulting services to overcome any barriers to success typically found in a public safety technology implementation project and ultimately oversee the implementation of the system.

**Solution**: Mission Critical Partners was retained to work with the Authority and the PSAPs served by the Authority participating in this project to confirm deliverables being proposed by the CAD vendor. MCP also assisted with overarching project management to meet the needs of the Authority and the member agencies it serves, including:

- CAD System Implementation and Cutover Support
  - Development of integrated plans that tracked and managed activities required to deliver successful implementation
  - Support to the Authority in planning, configuration, installation, testing, and go-live activities
- Additional Implementation Activities
  - General project management
  - Coordination and integration oversight between the CAD vendor and the Authority
  - Review of CAD vendor documentation for approval by the Authority
  - Identification of demarcation points for discrepancies between the contractor, the Authority and third-party system elements
  - Technical representation during functional, integration and interface acceptance testing
  - System transition and post-cutover reliability testing
  - Punch list development and open item resolution
  - Review of as-built documentation
  - Recommendation regarding system acceptance

**Key Result**: MCP supported the Authority in confirming requirements and provided project management support for deploying the new centralized CAD system. MCP aided the Authority during deployment, ensured compliance to contract requirements, developed test plans and scripts designed to demonstrate functional fulfillment of the requirements, and oversaw activities associated with solution implementation.



Project Length: 2 Years

Project Dates: December 2018 to

June 2020

Population: 993,751 (2021)

Nearest MSA: Colorado Springs,

CO

#### Contact:

Carl Simpson
Chief Executive Officer,
El Paso-Teller County 911
Authority
719.785.1900
csimpson@elpasoteller911.org



#### City of Denton, Texas

#### CAD and RMS Procurement and Implementation Support

**Challenge:** The City of Denton, Texas, (City) is located about 40 miles northwest of the Dallas-Fort Worth metroplex. The city encompasses about 88 square miles and has a population of about 130,000. The population of the city is expected to grow by at least 80 percent by 2030. The city's public safety answering point (PSAP) provides 911 call-taking and dispatching services to the Denton Police Department and the Denton Fire Department. The PSAP handles more than 120,000 emergency calls for service annually.

The City sought to replace its aging computer-aided dispatch (CAD) system, mobile data system, and law enforcement and fire department records management systems (RMS) with a scalable integrated solution that would accommodate the city's growth. The CAD and RMS needed to interface with numerous other software applications.

**Solution**: The City hired Mission Critical Partners to support the CAD and RMS procurement and implementation effort. MCP subject-matter experts performed specific tasks during the project that included:

- Development of a comprehensive set of technical requirements for each of the applications to assure needed functionality
- Scope of work development document to ensure that vendor could successfully deliver the proposed solution
- Pre-proposal vendor conference support
- Technical expertise and assistance to the City in crafting questions for the vendors
- Support to the City staff throughout the proposal evaluation and scoring process
- Vendor demonstrations and site visit support
- Vendor selection and contract negotiation
- Oversight of system implementation, testing, cutover and vendorprovided training

**Key Result**: The City released an RFP that included the scope of work/technical requirements document in December 2017. MCP supported the City's procurement effort with vendor on-site demonstrations occurring in September 2018. MCP assisted the City throughout the implementation process.







Project Length: 2.75 Years

Project Dates: March 2017 to

December 2019

Population: 136,195 (2021)

Nearest MSA: Dallas-Fort Worth-

Arlington, TX

Contract Vehicle: H-GAC

#### Contact:

Melissa Kraft
Director of Technology
Services
940.349.7823
melissa.kraft@cityofdenton.com

#### City of Atlanta, Georgia

#### Centralized CAD Implementation Support

**Challenge**: The City of Atlanta (City) sought to obtain professional consulting services to mitigate, identify and ultimately resolve any discrepancies between the City's requirements and the proposed solution by the vendor. The City realized that implementing a CAD project of this size, complexity and potential ambiguity would be overly time-consuming and precarious even with a dedicated Public Safety IT team; therefore, the City sought to retain an experienced public safety firm to oversee the implementation of the system.

**Solution**: Mission Critical Partners was retained to work with the City and the Hartsfield-Jackson Atlanta International Airport to confirm that deliverables being proposed by the CAD vendor meet the requirements and needs of the City both contractually and implied. MCP is also assisting with overarching project management to meet the City's needs including:

- CAD System Implementation and Cut-over Support
  - Development of integrated plans that track and manage all activities required to deliver success for implementation
  - Support to the City in planning, configuring, installation, testing and go-live activities
- Additional Implementation Activities
  - General project management
  - Schedule coordination and integration oversight between CAD vendor and the City
  - Review of CAD vendor documentation for approval by the City
  - Identification of demarcation points for discrepancies between contractor, the City and third-party system elements
  - Technical representation during functional, integration and interface acceptance testing
  - System transition and post-cut-over reliability testing
  - Punch list development and open item resolution
  - Review of as-built documentation
  - Recommendation regarding system acceptance

**Key Result**: MCP is currently supporting the City in confirming requirements and providing project management support for deploying the new centralized CAD system. MCP is aiding the City during deployment by ensuring compliance to contract requirements, development of test plans and scripts designed to demonstrate functional fulfillment of the requirements, and oversight of activities associated with the solution being implemented.



Project Length: 2 Years

Project Dates: June 2019 to Present

Population: 488,800 (2021) Nearest MSA: Atlanta-Sandy Springs-Alpharetta, GA

#### Contact:

Arlanda Ross
Atlanta Information
Management Program Director
404.886.1428
adross@atlantaga.gov



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#### St. Mary's County, Maryland

#### **CAD Procurement and Implementation Support**

Challenge: Located in southern Maryland, St. Mary's County's serves a population of 112,667 people and often sees an upswing of 30,000 people per day traveling to the County for recreational purposes. The Department of Emergency Services is the only PSAP in the County and is responsible for all 911 call taking and dispatching for one law enforcement, 14 fire and EMS agencies, and animal control dispatch.

The County identified the need to obtain professional consulting services to support the procurement and implementation of a fully integrated operational turnkey system to enhance the delivery of public safety services.

Solution: MCP was retained by the County to provide specification and request for proposal (RFP) development to support the procurement of CAD/mobile data system (MDS)/law records management system (LRMS) solutions. MCP's support includes:

- Operational and functional needs analysis and requirements
- RFP development and specification writing
- System procurement support and contract negotiations
- System implementation and cutover support

Key Result: MCP is currently developing a draft RFP to assist in procuring a new system to enhance the County's current capabilities for its citizens and first responders. MCP has conducted on-site stakeholder interviews to obtain the necessary information and operational understanding to develop an RFP that will best suit the unique needs of the County's stakeholders. Additionally, MCP has worked with the procurement office to ensure the RFP will meet all needs of the County's procurement process.



Project Length: 3 Years

Project Dates: August 2018 to

Present

Population: 113,510 (2021)

Nearest MSA: California-Lexington

Park, MD

Contract Vehicle: H-GAC

#### Contact:

Stephen Walker Director 240.808.0167 Stephen.Walker@stmarysmd.c



#### Southeastern Pennsylvania Regional Task Force

**CAD-to-CAD Implementation** 

Challenge: The Southeastern Pennsylvania Regional Task Force (SEPARTF) is tasked with ensuring the safety of millions of residents that live in the greater Philadelphia metropolitan area. Covering more than 2,700 square miles and 244 municipalities, SEPARTF serves the Urban Area Security Initiative (UASI) region that includes Bucks, Montgomery, Delaware and Chester counties, as well as the City and County of Philadelphia. SEPARTF desired expertise and consultative assistance to support the development of requirements to deploy a CAD-to-CAD solution to meet the current and future needs of the region and its citizens.

**Solution**: Mission Critical Partners was retained to support Delaware County and SEPARTF 911 leadership to develop a CAD-to-CAD solution. MCP proposed services included:

- Developing a white paper to orient and educate project stakeholders and ensure a common level of understanding
- Conducting a needs assessment
- Gathering data focusing on both technology and operational process flows, policies, capabilities
- Determining the desired feature set in a CAD-to-CAD solution
- Developing a Request for Information (RFI)
- Developing use cases and subsequent questions regarding incident workflow and configurations that provide regional leaders with a comprehensive evaluation of available features and functions of current CAD-to-CAD and data exchange platforms
- Developing a Request for Proposal (RFP)
- Developing requirements based on nationally established and accepted public safety standards and best practices regarding data sharing, IP traffic routing, cybersecurity and network reliability
- Supporting contract negotiation and procurement
- Coordinating all activity regarding the review and negotiation of proposed equipment and service contracts from prospective vendors for the CADto-CAD solution
- Supporting the development of the vendor scope of work for hardware, software and services
- Monitoring the overall project schedule and providing support to streamline the procurement process
- · Providing project management/vendor oversight
- Providing recommendation on final acceptance

**Key Result:** In late 2018, MCP supported the development of the RFI that was subsequently issued. MCP supported the coordination of the response evaluation of any subsequent vendor presentations that may occur as a result of the RFI. Additionally, content from the RFI was used to develop a comprehensive RFP. MCP provided support to SEPARTF with the evaluation of vendor proposals and the implementation anticipated to occur in late 2020.



Project Length: 3 Years

Project Dates: June 2018 to Present

Population: 3.2 million (2021)

Nearest MSA: Philadelphia-Camden-Wilmington, PA-NJ-DE-

MD

Contract Vehicle: General Services

Administration (GSA)

#### Contact:

Timothy Boyce
Director
Delaware County Emergency
Services
610.565.8700
boycet@co.delaware.pa.us



#### City of Chicago, Illinois

#### **CAD Procurement Support and Contract Negotiations**

Challenge: With a population of almost three million residents, the City of Chicago (City) is the third largest city in the United States and one of the most visited cities in the country. The City desired expertise and consultative assistance to support the procurement of a new CAD system and to evaluate potential solutions for a needed replacement with state-of-the-art technology to provide increased efficiency to meet the City's strategic direction and the needs of its citizens and visitors.

**Solution**: Mission Critical Partners was retained as a sub-consultant to Clarity Partners, LLC to facilitate the CAD vendor evaluation and selection process for the City's Office of Emergency Management and Communications (OEMC) and to provide support for CAD vendor contract negotiations. MCP's tasks included the following:

- Prepared for and conducted initial planning session with evaluation team
- Determined roles, responsibilities and deliverables
- Performed critical review of proposals prior to evaluation committee review
- Conducted internal knowledge transfer session on methods for evaluating responses to maximize consistency in evaluations by the evaluation team
- Supported evaluation committee review of RFP responses based on established criteria and facilitated discussions around key points of disparity and clarified understanding of the responses
- Drafted, reviewed and finalized a list of clarifying questions to each vendor
- Facilitated the evaluation team sessions to discuss the short-listed firms and reach a consensus recommendation to the chief procurement officer
- Drafted vendor evaluation summary and evaluation committee recommendation
- Facilitated use case demonstration sessions including three vendors, two days for each presentation
- Maintained communications with vendors, prepared contract negotiation checklist, reviewed scope of work (SOW) and prepared agenda for SOW negotiation
- Facilitated SOW negotiation sessions and reviewed software license and implementation services agreements

**Key Result**: With MCP's support, the City received best and final offers from the two vendor finalists and entered the final stages of selecting its new CAD solution with all the necessary information to ensure a successful procurement and implementation.



Project Length: 1.5 Years

Project Dates: April 2018 to January

2020

Population: 2.71 Million (2021)

Nearest MSA: Chicago-Naperville-

Elgin, IL-IN-WI

#### Contact:

Martin Doyle, Managing Deputy Director, Office of Emergency Management and Communications (retired), 312.743.1322

Chief Jonathan Lewin, Former Chief, Bureau of Technical Services, Chicago Police Dept. (retired, now with FirstNet), 773.220.9999,

jonathan.lewin@outlook.com



#### Frederick County, Maryland

Computer-Aided Dispatch and Public Safety Software Solutions Upgrade

Challenge: Frederick County (County) identified the need for assessment and procurement support in the acquisition of a new public safety software solution. The County is responsible for providing public safety support to its citizens and was seeking to update the following systems:

- Computer-aided dispatch (CAD)
- Mobile data system (MDS)
- Law enforcement records management system (RMS)
- Jail management system (JMS)

Located in the rapidly growing and sixth largest metropolitan statistical area in the United States (Washington-Arlington-Alexandria, DC-VA-MD-WV MSA), the County sought a consulting firm to assist in obtaining a solution that would fit the increasing needs of the region's first responders.

Solution: Mission Critical Partners was retained by the County to provide support for the following tasks:

- Operational and Functional Needs Analysis and Requirements Outline
  - User and stakeholder requirements gathering
  - Analysis of findings
  - Recommendations development
  - Findings presentation
- Specification Writing and Request for Proposals Development
  - Contract negotiations
- System Procurement Support
  - Vendor proposal review
  - Vendor use case evaluations
  - Public Safety Steering Committee presentation

Key Result: In December 2019, MCP and the County kicked off the project. MCP is currently providing operational and functional needs analysis to the County to ensure a CAD, MDS, RMS, and JMS solution that meets the current and future needs of the County and its first responders.



Project Length: 2.75 Years

Project Dates: December 2019 to

Present

Population: 271,717 (2020)

Nearest MSA: Washington-Arlington-Alexandria, DC-VA-MD-

WV

#### Contact:

Jack Markey Director Division of Emergency Management 301.600.6790 emergencymanagement@frede rickcountyMD.gov



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#### Frederick County, Maryland

JMS and Public Safety Software Solutions Upgrade

Background: Frederick County (County) 911 Center serves as the primary PSAP for all incoming 911 calls for police, fire, EMS and animal control. The County is responsible for providing public safety support to its citizens and identified the need for an updated, integrated solution that best meets the operational needs of the end users.

Challenge: The County identified the need for assessment and procurement support for a new CAD, MDS, and Law RMS and the acquisition of a new JMS being used for jail records tracking and inmate management for the Frederick County Adult Detention.

**Solution**: Mission Critical Partners was retained to provide support for the following tasks:

- Operational and Functional Needs Analysis and Requirements Outline (Completed)
  - User and stakeholder requirements gathering
  - Analysis of findings
  - Recommendations development
  - Findings presentation
- Specification Writing and Request for Proposals Development (In Progress)
  - RFP development
  - Contract negotiations
- System Procurement Support
  - Vendor proposal reviews
  - Vendors use case evaluations
  - Public Safety Steering Committee presentation

Key Result: MCP provided the County with an operational and functional needs analysis to ensure that the JMS, CAD, MDS, and RMS, solution meets the current and future needs of the County and its first responders.

Using the data and information collected during the assessment, MCP delivered a final RFP in August 2020 to support the County in procuring the new systems. MCP is currently supporting the County in the procurement and evaluation process.



Project Length: 2.75 Years

Project Dates: December 2019 to

Present

Solutions Provided:

Needs Assessment

RFP Development

Procurement

**Evaluation Support** 

Population: 271,717 (2020)

Nearest MSA: Washington-Arlington-Alexandria, DC-VA-MD-

WV

Contact:

**JMS** 

Captain Timothy Selin, Frederick County Adult Detention Center, 301.600.3065

tselin@frederickcountyMD.gov

CAD/RMS/MDS

Jack Markey, Director, Division of Emergency Management 301.600.6790

emergencymanagement@frede rickcountyMD.gov



#### Indiana County, Pennsylvania

Regional CAD System Implementation

Challenge: Five Pennsylvania counties that are members of the Region 13 Task Force—Indiana, Armstrong, Fayette, Greene and Somerset—currently are sharing 911 call-handling and land mobile radio resources via their interconnection to the WestCORE Emergency Services Internet Protocol (IP) Network (ESInet) and the Inter County Regional Radio System (ICORRS), a Project 25, Phase II digital trunked radio system operating in the 800 MHz band. The counties sought to extend this regional approach to their CAD capabilities.

Solution: Mission Critical Partners was hired to help the counties assess their options regarding CAD-to-CAD networking, with an eye toward the implementation of regional sharing of CAD information and resources. The task was made more challenging by the fact that while they all are located in the southwest corner of the state, not all of the adjoining counties utilize the same vendor solution.

MCP performed the following key tasks:

- Evaluated the CAD systems currently used by the counties
- Conducted a comprehensive assessment of current and future needs
- Provided technical guidance
- Provided oversight of CAD-to-CAD system implementation

Key Result: The five counties opted to deploy New World CAD systems manufactured by Tyler Technologies, and to implement a CAD-to-CAD interface that enables the counties to interconnect with other counties that are not using a Tyler CAD solution. The result is greatly enhanced call-transferring and data-sharing capabilities, as well as system resiliency and redundancy.

MCP is currently supporting the implementation process.

### INDIANA COUNTY Pennsylvania

Project Length: 5 Years

Project Dates: July 2016 to Present

Population: 83,246 (2020) Nearest MSA: Indiana, PA

Contact:

Thomas Stutzman **Emergency Management** Coordinator 724.349.9300 tstutzman@indianacounty.org



#### **City of Memphis, Tennessee**

#### Computer-Aided Dispatch Implementation

**Challenge**: As part of its ongoing efforts to strengthen countywide public safety services, the Shelby County Emergency Communications District (SCECD) sought to fund two CAD systems, including one for the Memphis Police Department (PD).

In 2012, MCP was selected by the SCECD to conduct user level and command staff stakeholder meetings to determine system needs. MCP's support of the CAD procurement process included the following services:

- Developed the technical requirements for the CAD RFP
- Supported the evaluation process and creation of scoring tools
- Managed the interview process for finalists, including on-site visits for reference purposes
- Supported the contract negotiation process
- Supported the scope of work development and acceptance plan documentation for the selected CAD provider
- Developed and oversaw the implementation plan to upgrade the selected system

The Memphis PD sought to retain MCP to provide guidance and management of the implementation phase of the project.

**Solution/Key Result**: To support the City of Memphis in the deployment of its new CAD system, MCP provided the following implementation support services:

- Worked with the vendor to negotiate and support implementation plan development
- Validated contractual obligations during implementation
- Supported the client during acceptance testing and validated testing was documented
- Tracked and worked with selected vendor for remediation of failed acceptance testing
- Oversaw remediation documentation from vendor on failed acceptance testing

The system was upgraded/cutover on March 28, 2017.



Project Length: 2 Years

Project Dates: July 2016 to June

2018

Population: 633,104 (2020)

Nearest MSA: Memphis, TN-MS-AR

#### Contact:

Raymond Chiozza
Executive Director
901.380.3900
rchiozza@shelbycounty911.org



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#### **Northwest Central Dispatch System, Illinois**

CAD/MDS/RMS Project Management

Challenge: Northwest Central Dispatch System (NWCDS) is a joint PSAP responsible for answering all incoming 911 calls and processing all emergency and non-emergency police, fire and EMS events for its 13 members and contracted agencies. NWCDS serves 11 suburban Illinois communities located northwest of Chicago. As of 2017, the combined population of these 11 communities had reached approximately 500,000 citizens.

NWCDS was in need of a new CAD system and mobile data system (MDS), as well as law records and fire records management systems (RMSs). The key aspect of this project was to identify NWCDS' operational and system requirements, publish them in a comprehensive request for proposals (RFP) and assist in selecting products best suited to enable NWCDS and its partner agencies to fulfill their mission. The selected system must have the capability to scale appropriately to meet specific performance criteria now and in the future, while also accommodating workload increases based on the potential for new communities and/or agencies to join NWCDS. The system would also need to be sized to ensure sufficient data storage capacities that met initial data requirements but also could be easily increased to adjust to changes in call volume, operational needs and expanded system functionality.

**Solution**: Mission Critical Partners was hired to develop functional and system requirements for the new, more robust system required by NWCDS. A team of MCP public safety professionals worked with NWCDS to develop an RFP to procure the necessary systems, conducted rigorous vendor evaluations and assisted NWCDS in selecting a vendor.

MCP was actively engaged in negotiating a contract with the selected vendor and has been retained by NWCDS to oversee the implementation of the new system (after contract signing), a process which is estimated to take approximately 15 months.

Key Result: MCP's extensive experience with RFP development and our vendor-neutral approach to the procurement process have allowed NWCDS to develop and publish an RFP with a level of expertise not readily available within the agency and provided NWCDS with invaluable marketplace insights into vendor offerings and pricing. The RFP process resulted in seven vendor responses, and ongoing contract negotiations with the selected vendor have already resulted in significant cost savings for NWCDS. MCP is currently overseeing the implementation of the CAD/MDS/RMS solution.



Project Length: 5 Years

Project Dates: April 2017 to Present

Population: 500,000 (2017)

Nearest MSA: Chicago-Naperville-

Elgin, IL-IN-WI

#### Contact:

John Ferraro Executive Director 847.590.3408 jferraro@nwcds.org



#### City of Philadelphia, Pennsylvania

#### FRMS, CAD and MDS Solution

Challenge: The City of Philadelphia (City) operates the busiest PSAP in Pennsylvania; it receives more than three million calls annually, representing one-third of all 911 calls placed in the Commonwealth. The City identified the need for professional consulting services to support the procurement process for a new multidiscipline, citywide CAD, mobile data solution (MDS), and fire records management system (FRMS) solution to replace its 30-year-old system that faced continually increasing support costs.

The City had been operating two disparate CAD platforms for law enforcement and fire services for many years and identified the need to obtain a system that could provide an integrated solution with FRMS, MDS and CAD software.

**Solution**: Mission Critical Partners was retained by the City to provide support in soliciting statements of interest, capabilities and rough order of magnitude (ROM) cost estimates for a potential solution. MCP's support includes:

- Request for Information (RFI)
  - Developed an initial RFI
  - Revised the RFI with input from stakeholders from the Police Department (PD), Fire Department (FD) and the Office of Innovation and Technology (OIT)
- Proposal Evaluation
  - Facilitated a rigorous evaluation alongside the FD and PD in three distinct evaluation phases
  - Conducted critical review of proposals
  - Developed functional specifications response/written responses to use case scenarios
  - Assisted in vendor use case demonstrations
- Vendor Use Case Demonstrations
  - Supported use case demonstrations in which vendors presented their software using Philadelphia-specific scripts

**Key Result**: MCP supported the development of an initial RFI published in October 2017. As a part of the evaluation process, MCP reviewed nine vendor responses. MCP provided a report highlighting an overview of the proposals and written feedback from PD and FD evaluators, along with the pros and cons of each vendor/solution.

With MCP's evaluation support, the City's PD and FD evaluators selected two vendors who had scored highest in the evaluation process to participate in the use case demonstrations.

MCP is currently supporting the City in the development of a request for proposal for CAD and mobile data software licenses and implementation, maintenance and support services.



Project Length: 4 Years

Project Dates: March 2017 to

Present

Population: 1.58 million (2021)

Nearest MSA: Philadelphia-

Camden-Wilmington, PA-NJ-DE-MD

#### Contact

Nadine Dodge Interim Deputy Chief Information Officer City of Philadelphia Office of Innovation & Technology 215.834.8420 nadine.dodge@phila.gov



#### **Shelby County Emergency Communications** District, Memphis, Tennessee

Computer-Aided Dispatch Implementation

Challenge: As part of its ongoing efforts to strengthen countywide public safety services, the Shelby County Emergency Communications District (SCECD) sought to fund two CAD systems, including one for the Shelby County Sheriff and Fire Departments.

Mission Critical Partners previously supported the SCECD in coordinating the CAD procurement process, including:

- Facilitated user level and command staff stakeholder meetings to determine system needs
- Developed the technical requirements for the CAD request for proposal
- Supported the evaluation process and creation of scoring tools
- Managed the interview process for finalists, including on-site visits for reference purposes
- Supported the contract negotiation process
- Supported the scope of work development and acceptance plan documentation for the selected CAD provider
- Developed and oversaw the implementation plan to deploy the selected systems

The SCECD sought to retain MCP to provide oversight support for the implementation phase of the project.

Solution/Key Result: To support the Shelby County Sheriff and Fire Department in the deployment of its new CAD system, MCP provided the following implementation support services:

- Worked with vendor to negotiate and support implementation plan development
- Validated contractual obligations during implementation
- Developed acceptance test plans (ATPs)
- Validated that ATPs were adhered to during implementation
- Worked with selected vendor for remediation for failed acceptance testing
- Oversaw remediation documentation from vendor on failed acceptance testing

The CAD system was cutover live on September 19, 2017.





Project Length: 2 Years

Project Dates: July 2016 to June 2018

Population: 937,166 (2021)

Nearest MSA: Memphis, TN-MS-AR

Contact:

Raymond Chiozza **Executive Director** 901.380.3900 rchiozza@shelbycounty911.org

"When two of our major PSAPs in the county needed technical proposals for new CAD systems, we turned to MCP."

> - Raymond Chiozza, **Executive Director Shelby County Emergency Communications** District



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#### Wake County, North Carolina

#### CAD and Mobile Data Systems

Challenge: The Raleigh–Wake County Emergency Communications Center (RWECC) is the primary PSAP for the City of Raleigh and much of Wake County. The legacy system was a Motorola Premier CAD System that was initially installed in 2003 and vendor end of life support was scheduled for August 31, 2018. The system was configured to be multi-PSAP, multi-agency, and multi-jurisdictional, serving a total of 44 agencies, including:

- · Ten law enforcement agencies
- 19 fire agencies
- Four emergency medical service (EMS) units functioning as one system
- One crime scene and investigations unit
- Seven public utilities agencies

Additionally, there were four other state, city and county public safety support agencies that used the CAD system. The system supported approximately 250 full CAD workstations with terminals in three remote PSAPs. There were also many agencies that used the Premier Mobile Data client, with approximately 1,700 users.

**Solution**: Mission Critical Partners was retained to assist with the development of a request for proposal (RFP) for a CAD system that would meet the current and future needs of the RWECC. MCP provided support in evaluating vendor responses once the RFP was released and then assisted with installation oversight of the selected CAD solution.

Key Result: MCP held stakeholder interviews to determine systems needs and assess the current system. Based upon the assessment and interviews, MCP produced the technical specifications report which documents the methods, analysis, findings, and system specification recommendations. The specifications listed in this document were then used in the technical specification section of the RFP. The report described the methodologies used to develop the specifications, preliminary project and implementation schedules and acceptance testing strategies related to RWECC's CAD solution objectives.

MCP assisted the County and RWECC with system testing and system golive. MCP also supported the County with system acceptance as well as network configuration documentation and systems administration policy/procedure documentation.



Project Length: 4 Years

Project Dates: January 2016 to

January 2020

Population: 1.11 million (2021)

Nearest MSA: Raleigh-Cary, NC

#### Contact:

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Director of Information Services
Wake County
919.664.5575
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# Pricing

Professional services outlined in the scope of work for Phases 1 through 4 will be provided for a **not-to-exceed fee of \$165,191.00**. The fee is inclusive of labor and expenses. Phase 5: System Implementation and Cutover Support, is proposed as an optional service, with pricing to be determined later if this service is desired.

Table 2: Pricing by Phase

Phase	Labor Fee	Travel	Total
Phase 1: Operational and Functional Needs Analysis and Requirements Outline	\$38,485	\$5,000	\$43,485
Phase 2: Specification Writing/RFP Development	\$55,156	\$0	\$55,156
Phase 3: System Procurement Process	\$56,929	\$4,300	\$61,229
Phase 4: Contract Negotiations (30 Hours)	\$5,321	\$0	\$5,321
Grand Total	\$155,891	\$9,300	\$165,191

Table 3: Payment Milestones

Milestone	Fee
Milestone 1: Project Initiation Meeting and Stakeholder Interviews Complete	\$21,742.50
Milestone 2: Requirements Outline with Problem Statements Complete	\$21,742.50
Milestone 3: Develop Draft RFP	\$27,578.00
Milestone 4: Final RFP Complete	\$27,578.00
Milestone 5: Pre-Proposal Conference, Vendor Questions and Addenda Complete	\$20,410.00
Milestone 6: Proposal Evaluations Complete, Short List for Demos Developed	\$20,410.00
Milestone 7: Vendor Use-case Demonstrations and Evaluation Committee Presentation Complete	\$20,409.00
Milestone 8: Contract Negotiations (30 Hours)	\$5,321.00
TOTAL	\$165,191.00

Mission Critical Partners proposes to deliver services on a per-hour basis based on GSA Schedule 70, Contract #GS-35F-0410X, with meals and lodging defined at Federal per diem rates.

At the close of each month, MCP shall submit a properly executed invoice showing services rendered for that month. Each statement shall include labor and expenses for authorized activities based upon the approved scope of work. Reimbursable expenses on this project will be invoiced using Federal per diem rates for lodging,



mileage, and meals. All other expenses including airfare, rental cars, rental fuel, local transportation, tolls, parking, and taxes on lodging will be invoiced at the cost incurred.

Any additional services contracted in subsequent years will be performed at MCP's then-current fee schedule. Prior to initiating any such additional work, MCP would require a formal letter of authorization from the Carson City Public Safety Emergency Communications Center.

Based on the current MCP understanding of what is to be accomplished, the pricing identified represents an estimate of the work anticipated for the project to be successful. MCP's priority is for this project to be successful for the Carson City Public Safety Emergency Communications Center.

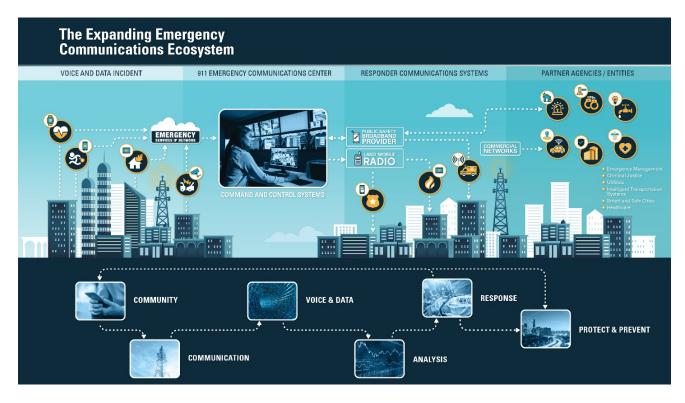


### **Appendix A: The Public Safety Ecosystem and MCP Service Offerings**

Since 911's inception in 1968, public safety officials have continued to leverage technology advancements to make emergency response even more efficient and effective. The counterbalance is these advancements occurred in distinct silos that developed within the emergency communications ecosystem (enhanced 911 service, digital land mobile radio networks, and computer-aided dispatch systems).

Today, we stand on the precipice of another technology transformation like the advent of 911 service. As public safety moves through this transformation over the next several years and beyond, it is critical that the agencies begin thinking of the ecosystem as a holistic network, i.e., a network of networks.

The new public safety ecosystem will interconnect on many levels to enable the smooth flow of critical and relevant data to provide emergency responders with the best information to perform their duties.



MCP can provide the public safety, criminal justice, data integration, network and information technology services required to help agencies start thinking of the ecosystem as a single entity, taking into consideration how each piece will interconnect and interact with the others. With MCP's support, agencies will transition from siloed communication environments to realizing significant improvements in emergency-response outcomes.





MCP specializes in transforming mission-critical networks and operations into integrated ecosystems that improve outcomes in the public safety, courts and corrections, healthcare, transportation, and utility markets.



#### **Consulting and Advisory Services**

#### **Network and 911 Services**

**Specialties:** Next Generation 911, Emergency Services IP Networks, text-to-911, call-handling equipment, cloud applications

- Assessments, procurement and implementation
- Program and project management
- Geographic information systems planning, design, implementation and administrative services

#### **Operations and Facilities Services**

**Specialties:** computer-aided dispatch, records management, mobile data systems, mission-critical facilities

- Facility planning and construction
- Consolidation and shared services
- Strategic and operations consulting
- Training and professional development
- Technology procurement and implementation
- Continuity of operations planning
- Recruiting and hiring support

#### **Wireless Communications Services**

**Specialties:** land mobile radio, broadband, microwave, alert and warning systems, fire station alerting systems, FirstNet, bi-directional amplifiers

- Master planning
- Project management
- Technical and operational needs assessments and design
- System procurement and negotiations
- Implementation and construction management
- Testing and validation

#### **Justice, Management, and Technology Services**

**Specialties:** integrated justice, courts, case management, corrections, repositories, and biometric identification systems

- Assessments and data collection
- Strategic planning and governance support
- Business process transformation and systems architecture design
- Financial planning
- Information systems acquisition and procurement
- Implementation and change management support

### Managed Services

#### SecureHalo Cybersecurity Solutions and Network and IT Services

- Mission-Critical NetInform® Secure cybersecurity assessments
- NetInform discovery of network assets
- Vendor management
- Mission-Critical NetPulse® network and application monitoring
- NetPulse Secure cybersecurity monitoring
- IT support, outsourcing and staff augmentation
- Cybersecurity training

#### **Data Integration and Analytics**

- DataLink<sup>™</sup> interface mapping
- Business process mapping and design
- DataSphere<sup>™</sup> enterprise integration
- Planning, governance and architecture of data-sharing initiatives
- DataScape™ advanced analytics, powered by machine learning and artificial intelligence
- Alternatives to traditional data migration
- Database management
- Software and application development