



Staff Summary Report

Council Meeting Date: 09-11-2008

Agenda Item Number: _____

SUBJECT: Request approval of a one year sole source contract renewal with Public Safety Systems Incorporated (PSSI) for annual software system support of the Police Department Computer Aided Dispatch (CAD) system and the Incident / Crime Information System (ICIS).

DOCUMENT NAME: 20080911fst09 **PURCHASES (1004-01)**

SUPPORTING DOCS: Yes

COMMENTS: (Sole Source #IT09-037-004) Total amount not to exceed \$51,710.

PREPARED BY: Ted Stallings, CPPB, Procurement Officer, 480-350-8617

REVIEWED BY: Michael Greene, CPM, Central Services Administrator, 480-350-8516
Gene Obis, IT Manager, 480-350-8353
Brigitte LeSurf, Sr. Management Assistant, 480-350-2920

**LEGAL REVIEW AS
TO CONTRACT FORM**

ONLY: N/A

FISCAL NOTE: Sufficient funds have been appropriated in 1994-6683.

RECOMMENDATION: Approve the renewal of the contract.

ADDITIONAL INFO: The Police Department relies upon the continued and uninterrupted operation of two computer systems to support its daily operations, namely Computer Aided Dispatch (CAD) and the Incident / Crime Information System (ICIS). The CAD system manages the dispatching of field officers in relation to 9-1-1 calls and other requests for police services. ICIS tracks and processes information about all calls for services that are handled by the Police Department. Both of these proprietary systems were developed and implemented by PSSI and thus require the continued use of their technical expertise for annual software maintenance, upgrades and end-user support. Staff recommends award of this contract to PSSI for annual software support.

Public Safety Systems Incorporated

SOFTWARE SUPPORT AGREEMENT

This Software Support Agreement is made by and between Public Safety Systems Incorporated, a Corporation, hereinafter referred to as PSSI, and the City of Tempe, Arizona, hereinafter referred to as CUSTOMER.

This agreement, together with all appendices or other attachments referenced herein, constitutes the entire agreement between PSSI and CUSTOMER and supersedes all proposals, oral or written, between the parties on this subject.

1. SERVICES TO BE PROVIDED.

- a. Telephone assistance for reproducible software problems will be provided between the hours of 9:00 AM and 6:00 PM, Eastern time, Monday through Friday, exclusive of PSSI's holidays, at those numbers as provided by PSSI. A reasonable degree of preliminary evaluation by appropriate CUSTOMER personnel is expected prior to calling for telephone assistance. Emergency after hour telephone support for RESPONSE (Computer Aided Dispatch) will be provided on a 24 hour a day basis for the term of this Agreement. After hour emergency support should only be used for critical problems.
- b. Periodic updates of the software that may incorporate (A) corrections of substantial defects, (B) fixes of minor bugs, and (C) at the sole discretion of PSSI, enhancements to the software, will be developed and coordinated between PSSI and all users that have a current support Agreement. These periodic updates will be distributed via new releases.

2. MAINTENANCE FEE.

- a. Software to be covered by the Agreement and compensation for it.

ICIS	\$ 11,360.00
EMBRs	\$
CAD	\$ 40,350.00
Interfaces	\$
Mobile	\$

GeoServer \$
Other \$

b. CUSTOMER understands that if CUSTOMER discontinues and then resumes purchase of Software Support, CUSTOMER will be required to pay PSSI the entire Maintenance Fees for the period of discontinuance, plus the Maintenance Fee for the term set forth in the invoice for the services.

3. **TERM OF AGREEMENT.** The term of this Agreement is for a period of one year and shall commence on the 1st day of August 2008, and terminate on the 31st day of July 2009. This Agreement may be renewed by mutual consent of PSSI and CUSTOMER. The new term will be stated on the renewal notice and shall become a part of this Agreement.

4. **PAYMENT.** The compensation, as outlined in this Agreement, is due on the commencement date as defined in Paragraph 3 above and will be paid within thirty (30) days thereafter.

5. CUSTOMER OBLIGATIONS.

a. CUSTOMER shall notify PSSI of CUSTOMER's designated contact. To the maximum extent practicable, CUSTOMER's communication with PSSI will be through this contact.

b. CUSTOMER agrees to install all corrections of substantial defects, minor bug fixes, and any enhancements, for the software in accordance with the instructions and in order of receipt from PSSI.

c. CUSTOMER agrees to grant PSSI access to CUSTOMER's facilities and personnel concerned with the operation of the software to enable PSSI to provide services.

d. CUSTOMER agrees not to modify, enhance, or otherwise alter the software, unless and only to the extent specifically authorized in writing by PSSI.

e. Upon detection on any error in the software, CUSTOMER, as requested by PSSI, agrees to provide PSSI a listing of output and any other data, including databases and backup systems, that PSSI reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.

6. **PROPRIETARY SERVICE.** The software and services provided under this Agreement are proprietary to PSSI, and CUSTOMER acknowledges

that it is for their exclusive use only. CUSTOMER agrees to not give the service or software to any person or entity unless it is specifically allowed by PSSI in writing. CUSTOMER further agrees to reasonably safeguard the above to prevent any unauthorized taking of it.

- 7. **WARRANTIES.** Other than specified herein, PSSI provides this software and service without any warranties and conditions either expressed or implied, including without limitation, any implied warranties of fitness for a particular purpose. PSSI disclaims any and all liability for incidental or consequential damages arising out of the use or operation of the software, except for damages caused by the negligence or other fault of PSSI.
- 8. **JURISDICTION.** This Agreement shall be subject to the laws of the state of Maryland.
- 9. **NOTICES.** All notices under this Agreement are to be sent by registered mail to the address below or to any other address as the party may designate:

PSSI
Attn: Lou Henneke
4401 Nicole Drive
Lanham, MD 20706

City of Tempe, Arizona
Attn: Ted Stallings

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives.

PSSI

CUSTOMER

Signature: Edward Kossa

Signature: _____

Name: EDWARD KOSSA

Name: _____

Title: DIRECTOR OF OPERATIONS

Title: _____

Date: 8/19/08

Date: _____

ATTEST:



Memorandum

TO: Michael Greene, CPM
Central Services Administrator

FM: Gene Obis
Name of Department Head (Manager/Chief) Date

Information Technology Department
Name of Department

SUBJECT: Sole Source Determination

As Head of the City Department for which the needed item(s) will be purchased, I have made a determination that only one (1) reasonable and practicable source exists to supply the required material. As such, I am authorizing the City Procurement Office to work with my Department to negotiate an acceptable contract with:

PUBLIC SAFETY SYSTEMS INCORPORATED (PSSI)
Name of Supplier

Description of Item(s) to be purchased:
Annual Software Support CAD and ICIS Systems for period of 08/01/08 through 08/01/09

Refer to Requisition No. 171979, dated 7/31/08 which has been \$51,710.00
transmitted to the City Procurement Office to initiate this Sole Source purchase.

My (customer) department contact for this purchase is Sean Carroll at
Ext. 8594

My Sole Source determination is based upon extensive research conducted by my department as to possible suppliers for this need and a written justification is attached for City Procurement Office records.

As related to this purchase, there are no conflicts of interest, legal, ethical or preference issues which would compromise my (customer) department or this acquisition.

Department Head's Signature [Signature] Date 7-31-08

[Signature] 8-15-08

[Signature]

City Procurement Ordinance 97.55, Sec. 26A-12 identifies the basis for a sole source procurement as follows:

“A purchase may be made or contract awarded by the procurement office without competition when the using department director determines in writing, after conducting a good faith review of available sources, that there is only one reasonable and practicable source for the required material or service. The using department requesting the sole source procurement shall provide written evidence to support a sole source determination. The procurement officer will participate with the using department in the conduct of negotiations, as appropriate, to price, delivery and terms. The procurement officer may require the submission of cost or pricing data in connection with a purchase or award under this section. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A record of sole source procurements shall be maintained as a public record.”

Attachment to Sole Source Determination on PSSI CAD and ICIS Computer Systems.

The Police Department relies upon the continued, uninterrupted operation of two computer systems to support their daily operations, namely Computer Aided Dispatch (CAD) and the “Incident / Crime Information System” (ICIS). As the name implies, the CAD system manages the dispatching of field officers in relation to 9-1-1 calls and other requests for police services. “ICIS” tracks and processes information about all calls for service that are handled by the Police Department. Both of these proprietary systems were developed and implemented by Public Safety Systems, Incorporated and thus require the continued use of their technical expertise for annual software maintenance, upgrades and end-user support.

Over the past several years, PSSI has contracted with the City to provide annual support for their two systems. Support is in the form of software maintenance, software upgrade, and end user help. It is of great benefit to have PSSI be both the system developers as well as provide annual support for their own products. PSSI’s technical knowledge of the system is, by nature, far superior to third party vendors.

The CAD and ICIS Systems are solely supported by PSSI, the developer. No VAR’s were or are involved in the implementation of these two systems, and thus no vendor other than PSSI can better serve the needs of the City’s support requirements or add other value to these two applications.

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