

**Council Meeting: March 20, 2012****SUBJECT: Award of Contract for Annual Maintenance of the 911 Computer Aided Dispatch (CAD) and Report Management System (RMS) Hardware (F1102-49)****BACKGROUND**

Approval is requested to award a contract in the amount of \$111,802, including taxes, to Tiburon, Inc. of Pleasanton, CA for the annual support and maintenance for the Public Safety 911 Computer Aided Dispatch (CAD) and Report Management System (RMS) system. In April 2011, City Council awarded a contract to Tiburon to upgrade the system application software to a new technology platform (RTC No. 11-085). Council also awarded a contract on February 7, 2012 for the hardware necessary for the upgrade (RTC No. 12-037). It is anticipated that the upgrade will not be completed within the next year and therefore maintenance and support is required for the existing system.

DISCUSSION

The computer equipment for the CAD/RMS, which includes key interfaces to systems described below, is running application software licensed to the City from Tiburon, Inc. Due to the critical nature of this application, adequate software maintenance and support is vital to ensure that the system is operational twenty four hours per day, seven days per week.

The four major software modules covered under the Tiburon software maintenance and support agreement consist of the Computer-Aided Dispatch module, which includes the California Law Enforcement Telecommunications System, the Crime Analysis Reporting System, the Public Safety Records Management System module, and the Mobile Data Computing module. The agreement includes periodic system review and analysis, new releases/upgrades, remote diagnostics, and telephone support.

The existing maintenance contract awarded to Tiburon for a one-year period is due to expire on April 30, 2012.

Section 2.08.070 (b) of the Sunnyvale Municipal Code exempts from competitive bidding those situations where the City's requirements can be met solely by a single patented article or process. In this case, the CAD/RMS software is proprietary to Tiburon, Inc., and Tiburon is the only supplier from whom ongoing software maintenance and support is available.

FISCAL IMPACT

Total cost to the City for a one-year contract will be \$111,802. Funds are available in the Information Technology Department operating budget Activity 746110.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

RECOMMENDATION

It is recommended that Council award a contract, in substantially the same form as the attached draft Purchase Order and in the amount of \$111,802, including taxes, to Tiburon, Inc. for annual maintenance for the 911 Computer Aided Dispatch (CAD) and Report Management system.

Reviewed by:

Grace Leung, Director of Finance
Prepared by: Peter Gonda, Purchasing Officer

Reviewed by:

Cuong Nguyen, Director of Information Technology

Reviewed by:

Frank Grgurina, Director of Public Safety

Approved by:

Gary M. Luebbbers
City Manager

Attachments

- A. Draft Purchase Order
- B. Draft Agreement For Extended Services

EXHIBIT B

**TO THE AGREEMENT FOR EXTENDED SERVICE
SCHEDULE OF SERVICES AND CHARGES**

Support and Maintenance provided to the CLIENT listed in Exhibit A shall be pursuant to the terms and conditions of the Agreement for Extended Service dated April 20, 2000 (the "Agreement").

Upon CLIENT's payment of the amount set forth on Exhibit A to the Agreement, this Exhibit B shall be attached to, and become part of the Agreement. Any changes to the services options selected in this Exhibit B shall be reflected in a new Exhibit B which, upon payment of any additional amounts due, shall be attached to, and become part of, the Agreement.

BASIC SERVICES

Tiburon will provide basic services as defined in the Statement of Work contained in Section 2 of the Extended Service Agreement for the software systems as defined in Exhibit A.

Support for Computer Aided Dispatch, Message Switch and Corrections Management Systems is 24 hours per day, 7 days per week. Support for other products is from 8:00 a.m. to 5:30 p.m. Pacific Time, excluding weekends and normal Tiburon holidays, unless the "24/7" Service Option is selected. In all cases, call-out charges will apply as described below.

The following is paraphrased from the recently adopted Bylaws.

Voting membership in the Tiburon User Group, as set forth herein, is included in the Basic Service. The quantity of voting members is based on the number of Tiburon products installed, with the appropriate software licenses, at the CLIENT. For purposes of establishing voting memberships, a product is defined as SS/2000 – Computer Aided Dispatch, Police Records Management, Fire Records Management, Correction Management System, and Mobile Data System. The Tiburon User Group Conference is held annually at a location to be determined.

"24/7" SERVICE OPTION

\$7,000 per year/per system

(Initial)

Products not normally covered by 24-hour support may optionally be supported with 24-hour coverage (including Tiburon holidays). Applicable call-out charges continue to apply. If this option is not in force, technical support requests outside of covered hours are charged at technical service rates as defined below.

NEW PRODUCTS

Additional Tiburon software systems, subsystems and Tiburon provided third-party products, such as hardware, and networking software may be acquired under this Agreement. Tiburon installation, special tailoring, license fees and third-party peripherals required shall be charged at the then current Technical Services Rate or as quoted by Tiburon or the third party.

TECHNICAL SERVICE RATES

1. Technical Service Rates

Technical Services Rates shall be invoiced to CLIENT as incurred at the rates then in effect.

A minimum of four (4) hours per occurrence will be charged for work conducted at Tiburon facilities and a minimum of eight (8) hours at CLIENT site for Technical Services not covered under Basic Services or "24/7" Service Option as described previously.

2. Materials, Travel and Per Diem Expenses

When applicable, all special materials, plus travel and per diem expenses shall be charged to CLIENT at cost.

3. Call-Out Charges

Systems not covered under 24/7 support, call-outs will be billed at \$250 per call. After the first hour, the rate is \$250 per hour with a two-hour minimum.

If CLIENT's systems are covered under the 24/7 support, the off-hour call-out fee is \$50.

4. Remote Access

All charges in this Agreement are predicated on CLIENT providing the required hardware, software, and operating environment for dial-in service. If CLIENT does not provide this support for dial-in service, the following additional charge will apply:

\$500 per month per system supported

In addition, travel and per diem expenses for on-site support required due to lack of remote access will be charged as defined in Exhibit B, page 2, item 1.