CITY OF
WASILLA
• ALASKA •

Council Action:	
Approved: ☑	Denied: ☐
Date of Action:	3/11/19
Verified by:	

CITY COUNCIL ACTION MEMORANDUM

AM No. 19-11: Award Of Contract To Tellus Safety Solutions In The Amount Of $40,000 For Server Licensing and Integration Services.

Originator: April Dwyer, Purchasing
Date: 2/27/2019 Agenda of: 3/11/2019

Route to:	Department Head	Signature	Date
X	Chief of Police		2/29/19
	Public Works Director		
	Recreation Services Director		
X	Finance Director		2.28.19
X	Deputy Administrator		3/1/19
X	City Clerk		3/4/19

Reviewed by Mayor Bert L. Cottle: 3/1/2019

Fiscal Impact: ☒ yes or ☐ no **Funds Available:** ☒ yes or ☐ no

Account name/number/amount:

MSB-CAPEX-Communications 110-4210-450-45-33 $40,000

Attachments: Sole Source Document (1 page)
Pricing Schedule (3 pages)
Statement of Work (7 pages)

Summary Statement: In January 2017, the City of Wasilla contracted with the Matanuska-Susitna Borough (MSB) to provide emergency dispatch services. This agreement requires the City to provide for the means to extract and export information from the MATCOM CAD system into MSB owned, third-party external software programs such as the MSB's fire records management system. This data transfer project fulfils this obligation and is budgeted for through MSB-CAPEX expenditures.

Staff Recommendation: Award Of Contract To Tellus Safety Solutions In The Amount Of $40,000 For Server Licensing and Integration Services.

Department/Division making the request: WPD - Dispatch

Vendor Name: Tellus Safety Solutions, FATPOT Technologies

Vendor Address: 655 Medical Drive Suite #100

Vendor City, State, Zip Code: Bountiful, UT 84010

Vendor Phone Number: +1 (801) 397-3973

Print Form

Sole Source or Non-Competitive Procurement Approval Request for Commodities

Description of commodities to be purchased: Server License for MSB Fire RMS and Integration Services

What is the estimated cost of the commodities to be purchased? $40,000.00

Is installation required? ☒ Yes ☐ No

If yes, explain the installation, who will be performing the installation and the cost: Installation and Integration will be via remote connection to the existing server which is included in the cost of the license and integration fees.

Describe the unique requirements of this purchase: In 2018, COW installed servers and software to support data transfer from Wasilla's CAD system to the DPS RMS system. This project is taking advantage of that existing system to perform the same task to the MSB Fire RMS system

Describe the circumstances believed to justify a sole-source or non-competitively solicited commodity: Since this is an "add on" to an already existing system, no other vendor can complete this project

Describe the efforts or activities undertaken to identify other potential vendors: The only other way to complete this data transfer would be to hire a database engineer to write a custom query to extract data from our CAD database and transfer that data to the MSB's Fire RMS vendor's database.

I hereby request approval for the referenced vendor to be designated a sole source for the amount and term as described above.

Date 02-27-19

APPROVALS

Approved by Department Director/Manager: Lt Ruth Foster Date 2/27/19

Approved by Purchasing/Contracting Officer: Date 2-27-19

Approved by Finance Director: Date 2-28-19

Please consider this form as my approval of your request. This exemption is granted pursuant to WMC 5.08.140, based upon information provided and is contingent upon the accuracy of such information. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing/Contracting Officer determines that the commodities sought may be obtained in a more efficient process. Approved by the Mayor:

Date February 27th 2019

EXHIBIT A
PRICING SCHEDULE

1. **STATEMENT OF WORK REFERENCE.** This Pricing Schedule corresponds with the "CITY OF WASILLA, ALASKA – TELLUS.HUB EMERGENCY REPORTING SUBMISSION" Statement of Work (SOW), revision February 25, 2019.

2. **STATEMENT OF WORK DELIVERABLES:** All deliverables in the Statement of Work are included in the price detailed below. The first year of licensing and technical services is included in this price.

ONE TIME COSTS	
Description	**Total**
Tellus.Connect License	$25,000
Integration Professional Services	$15,000
TOTAL:	**$40,000**

2.1. Out of Scope Professional Services: All professional services requested by the customer during this project that fall outside the scope of the referenced statement of work will be at a labor rate of $2,000/day. All out of scope travel related expenses will be billed at cost plus 20%. Any day requiring travel to, travel from, or presence at or near the customer's location will incur a full 8 hour day of labor for each person.

a) All out of scope professional services will be agreed upon in advance in writing through a change order and will be billable to the customer immediately following the completion of the said professional services. The terms of payment are subject to terms of the Software License Agreement.

3. **ANNUAL MAINTENANCE:** Fees for License Renewals and ongoing Technical Support (Annual Maintenance) should be included in the customer's budget for future years. Annual maintenance is to be paid at the beginning of each renewal year. The first year of Annual Maintenance is included in the project implementation fees and commences upon contract execution. The Annual Maintenance fee will increase 3% annually after the first paid year, rounded to the nearest dollar.

Annual Maintenance			
No.	**Payment**	**Description (Maintenance Increases 3% each year)**	**Pmt Due**
1	**Warranty**	The product is warrantied at no additional charge from contract signing until Aug 31, 2019.	$0
2	**Year One**	Annual maintenance beginning Sep 1, 2019.	$5,000
3	**Year Two**	Annual maintenance beginning Sep 1, 2020. (3% increase)	$5,150

4. **Milestones and Payments.** The project timeline will approximately follow the milestones and payment terms below. The specific timeline will be negotiated as needed. The Customer agrees to the following milestones and payment terms.

Licensing Milestone				
No.	**Milestone**	**Description**	**Pct Pmt Due**	**Pmt Due**
1			100%	$25,000
		Total:	**100%**	**$25,000**

Professional Services Milestones				
No.	**Milestone**	**Description**	**Pct Pmt Due**	**Pmt Due**
1			33%	$5,000
2	**Completion of Initial Development**	Tellus notifies customer that initial development is complete, and that testing may begin.	33%	$5,000
3	**Customer Testing Complete**	All tests have passed satisfactorily, or the four-week testing period has elapsed.	34%	$5,000
		Total:	**100%**	**$15,000**

5. **Offer Expiration.** All offers in this Pricing Schedule including pricing and the milestone payment schedule, expire March 31, 2019. Pricing and the milestone payment schedule must be renegotiated if this agreement is not executed by the above stated expiration date.

No.	Milestone	Description	Pct Pmt Due	Pmt Due
1	**Contract Execution**	Contract is fully executed and provided to all parties.	100%	$25,000
		Total:	**100%**	**$25,000**

Professional Services Milestones				
No.	**Milestone**	**Description**	**Pct Pmt Due**	**Pmt Due**
1	**Contract Execution**	Contract is fully executed and provided to all parties.	33%	$5,000
2	**Completion of Initial Development**	Tellus notifies customer that initial development is complete, and that testing may begin.	33%	$5,000
3	**Customer Testing Complete**	All tests have passed satisfactorily, or the four-week testing period has elapsed.	34%	$5,000
		Total:	**100%**	**$15,000**

5. **OFFER EXPIRATION.** All offers in this Pricing Schedule including pricing and the milestone payment schedule, expire March 31, 2019. Pricing and the milestone payment schedule must be renegotiated if this agreement is not executed by the above stated expiration date.

CITY OF WASILLA, ALASKA – TELLUS.HUB "EMERGENCY REPORTING" SUBMISSION STATEMENT OF WORK

Revision: February 27, 2019

Contents

1. SOLUTION OVERVIEW.

Tellus.Hub is the premier CAD-to-CAD system enabling immediate sharing of information between emergency dispatch centers in order to increase data accuracy, situational awareness, and improve response times. The Tellus.Hub connects to various data sources and data subscribers to receive and send information automatically. As a centralized data location, the Tellus.Hub is able to share information to 3rd party systems such as RMS, ePCR, and state records systems.

For this project, the existing Tellus.Hub at the City of Wasilla will be utilized to extract data from the Tiburon CAD and export system activity logs, including fire incident and unit data, to the "Emergency Reporting" RMS system. Tellus will write the interface to the RMS utilizing the web services framework and accompanying documentation provided by "Emergency Reporting" also known as "ER".

2. TERMS AND CONDITIONS

This agreement is subject to the Software License and Services Agreement entered into as of March 29, 2017. In the event of conflict, the terms of the Software License and Services Agreement prevail.

3. DELIVERABLES – LICENSING

An additional Tellus.Connect license is authorized for use by the City of Wasilla to interface from the Tellus.Hub with the "Emergency Reporting" RMS. This is for the purpose of sharing Fire Agency call and

unit information one-way from the Tiburon CAD system operated by the City of Wasilla, through Tellus.Hub, to the "Emergency Reporting" RMS.

4. DELIVERABLES – PRODUCT

4.1. Data Submission

Tellus will perform a single "All-at-Once" submission of call information and unit status timestamps at the time the call is closed. There will not be a resubmission of data even if the call is reopened. This submission is defined in the associated Emergency Reporting – Web Services Integration document described in this section.

4.2. Call Sharing Trigger

Tellus will configure a single submission trigger which will enable dispatchers to submit records to ER. The trigger will fire when a "ghost" unit has been dispatched to an event. The filter will contain a list of "ghost" units which may be modified by a system administrator at Wasilla. A "ghost" unit is defined as a placeholder unit configured in the Tiburon CAD used for informational purposes for which there is no physical corresponding unit.

4.3. Call Data Shared

The call information sent to ER by Tellus will be restricted to the following fields. Tellus is not expected to perform data translations or normalizations as part of the submission.

- Incident Number
- Call Creation Date Time
- Location
    - Address or Cross Street (sent either as a consolidated string or segregated address as determined by Tellus per guidelines provided by ER)
    - City
    - State
    - Zip
    - Latitude/Longitude (Decimal Format)
- Incident Type/Nature
- Comments/Narrative

4.4. Unit Data

The following unit information will be sent to ER by Tellus as received by the CAD system for each unit assigned to the call. Unit information may be limited by a single configurable filter so that, for instance, only Fire units will be sent. Tellus is not expected to perform data translations as part of the submission.

- Unit Number
- Unit Agency
- Unit Station
- Dispatch Date Time
- Enroute Date Time
- Arrived Date Time

4.5. Person Data

Person data will not be shared by Tellus.

4.6. Sensitive Information

The Tellus system will not perform any method to remove sensitive information from the CAD Incident or Unit records prior to submission to ER.

4.7. System Errors

If Tellus.Hub receives an error from the ER system, Tellus will relay that information to the City of Wasilla utilizing a single notification method such as a Tellus pop-up notification to users of the Tellus.Portal, or an automated email notification. Tellus is not responsible for errors for which the Tellus.Hub is not notified by the receiving ER system.

4.8. Supplemental Information

- Guidelines and standards identified in the following manual will be used to write the interface from Tellus to ER. "Emergency Reporting – Web Services Integration with the Emergency Reporting System – Technical Manual – Version 4.0 Fall 2014"
- "GoodText.txt" and "GoodXML.txt" are two files provided by "Emergency Reporting" which provide examples of acceptable text and xml submissions.

5. DELIVERABLES – PROFESSIONAL SERVICES

5.1. Configuration Allowance

The customer is licensed to utilize the following number of configurations:

Configuration	Count
Call Sharing Trigger	1
Data Sharing Filter	1

5.2. Project Management

Tellus commits to assist with development and configuration for the allotted time below. Assistance time will be rounded up to the nearest hour. Incremental assistance of less than one hour per day will be rounded up to one hour. Additional time may be scheduled as a change order.

Task	Hours
Development of the adapter to the "Emergency Reporting" RMS system and configuration of the Tellus.Hub	30
Testing Plan / Configuration Documentation	5
Tellus involvement in system testing and development rework	15

Project management overhead	10
Implementation of the live system	10

5.3. Engineering Support - Emergency Reporting Interface Development

Tellus will provide software engineering services to write the interface to "Emergency Reporting" as described in the Deliverables – Product section. The submission will be sent by either text file or xml as determined by Tellus.

5.4. Project Management

Tellus will provide a project manager that will coordinate efforts between the Customer PM at Wasilla and the Tellus team.

5.5. Documentation

- System Configuration Documentation: Tellus will aggregate specific configuration requirements into a system configuration document which will serve as the basis for subsequent testing. At project completion, notes from this document will be added to the production system. At that time, the notes within the production system will serve as the authoritative documentation.

- Acceptance Testing Documentation: Tellus will develop an initial test plan to be shared with the customer based on the requirements in this document. Customer testing may not commence until the test plan has been completed and approved by both Tellus and the Customer.

5.6. Project Plan

This implementation includes tasks to be completed by multiple stakeholders including Tellus Safety Solutions, the Customer, Customer project manager, and agency representatives. The tasks below are an overview and will be refined in a project plan with the Customer upon project kick-off.

a) **Phase 1: Contract Execution –** The fully executable contract is provided to all parties and a kick-off meeting is scheduled for the purpose of providing a project overview, review of deliverables and project schedule.

   i. **Milestone 1: Contract Execution** – Contract is fully executed and provided to all parties.

b) **Phase 2: Initial Development** – This involves initial development of the interface to the ER Web Services interface. Once the Tellus system is able to create automated files ready for submission to ER, this phase will be complete. Test scenarios will be developed during this phase with the customer based on the requirements in this agreement.

i. **Milestone 2: Completion of Initial Development** – Tellus notifies the customer that initial development is complete, and that testing may begin.

c) **Phase 3: Customer Testing** – Acceptance testing will be conducted by the Customer under Tellus supervision following the configuration and acceptance testing mutually agreed upon. Once the Customer has been notified of completion of initial development, this phase will begin and a timer with a duration of four weeks will begin. Acceptance will be complete as soon as all tests have passed satisfactorily or once the four-week testing period has elapsed. If any P1 or P2 defects are found to be the responsibility of Tellus during the testing period during this time period, the time will stop until the Customer is notified that the issue has been resolved.

i. **Milestone 3: Acceptance –** Acceptance testing is complete.

d) **Phase 4: Go-live and Burn-in** – The production system will be configured with the parameters used for acceptance testing. The Customer will then determine when to enable the interface to ER which will constitute go-live.

e) **Timelines and Shared Responsibilities** – The project plan distributes responsibilities between multiple parties. Tellus's above proposed schedule outline will deliver a highly functional product at a competitive price. The agreed upon price is dependent upon close and timely coordination and cooperation of all parties. Delays in customer and/or third parties assigned duties not only impact this Project but also other Tellus projects awaiting resources. Delays caused by the customer and/or third parties not fulfilling their responsibilities in a timely manner are extremely disruptive. In the event the customer or provider has not fulfilled their responsibilities as outlined in section 5, Tellus may exercise its right to suspend this project by providing customer with written notice that will include remedies to avoid suspension and a defined grace period to implement remedy. If the project is suspended, Tellus intends to reassign resources to other projects. A project reinstatement fee of $2,000 will be required to resume a suspended project.

6. GENERAL ASSUMPTIONS

6.1. Data in Transit - Customer will be responsible for the security of data in transit between network endpoints.

6.2. Data at Rest - Customer will be responsible for the security of data at rest by way of physical security of the hosting location of received data files.

6.3. Software Defects - Software defects, once confirmed, are managed through the acceptance criteria in this SOW.

6.4. Background checks or clearance processes – Customer will not assess Tellus any fees for processing background checks or security clearances that Tellus employees may be subjected to in order to access agency sensitive data either on site or by way of remote connection. In addition, the Customer will not require any travel from Tellus employees for the express purpose of completing any security clearance process. Tellus employees will provide the needed information (e.g. completed forms, fingerprints, identification, etc.) and provide them to the Customer in a timely manner. The Customer will expedite the processing of background checks and clearances to minimize project delays.

7. CUSTOMER RESPONSIBILITIES.

7.1. Project Manager (PM) - Customer will ensure that a representative is designated as its Project Manager. The Customer's PM's primary responsibilities will be to ensure that Customer individuals and tasks identified in this project are managed in order to complete the implementation in a timely fashion.

7.2. Independent Testing – Customer will provide a method for Tellus to independently verify the consumption of information into the ER system.

7.3. Customer Testing – Customer will provide resources to test the data submission in a timely manner.

7.4. Agency Participation – Customer's project manager is responsible for championing the participation of all personnel and 3rd parties involved in this project.

7.5. Network Connections - Customer is responsible for the security of the connection between end points including encryption such as a VPN connection.

7.6. Testing Process – Customer agrees to support the testing process as described in this SOW by providing informative and timeline feedback at the appropriate steps.

8. ACCEPTANCE CRITERIA.

Tellus and the Customer will develop and execute an acceptance test plan for all work completed under this SOW to confirm the system meets the functional requirements of the COTS Tellus.Hub system. Any defects that are raised will be prioritized as follows:

Priority	Description
P1: Critical Priority	A fatal software application error that prevents the system from starting/re-starting and/or a database integrity error and/or a communication failure. An XML structural error that causes Odyssey consumption failure. A corrupt, unreadable or incomplete PDF file.
P2: High Priority	Users are not able to use mission critical functionality necessary to capture or maintain their data. There is no known work-around or there is an unacceptable and production-limiting work-around. An XML or PDF data

	error that makes the XML file unusable and is not caused by human input error.
Per industry standards, the system is considered ready for fielding when there are no known P1 or P2 defects.	
P3: Medium Priority	Users have an acceptable and defined work-around, which will allow them to continue or the problem will not inhibit production activity.
P4: Low Priority	This is a nuisance to the end-users but is not a production-limiting problem.
Out of Scope	Work determined to be out of the scope of this agreement will require a change order.

9. AGREEMENT EXECUTION

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed below by their duly authorized representatives as of the Effective Date.

City of Wasilla

Signature _____

Name _____

Title _____

Date _____

TELLUS SAFETY SOLUTIONS, LLC

Signature _____

Name _____

Title _____

Date _____