

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (New World) and [**Vienna, VA**](#) (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of five (5) years from (start date) [9/1/13](#) to (end date) [8/31/18](#).

2. Services Include

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.
- (f) Emergency 24-hour per day telephone support, for Aegis CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the Aegis CAD phone support will be provided via beeper and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.
- (g) Includes ESRI Integration for the ESRI software that is part of Exhibit A Licensed Standard Software.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer**'s request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- (b) situations where **Customer**'s use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for MSP Server

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

<u>Application Package</u>	<u>Number of Modules</u>
1. <i>Aegis®</i> Computer Aided Dispatch (CAD)	13
2. <i>Aegis®</i> Law Enforcement Records Software	24
3. <i>Aegis®</i> Public Safety Interface Software	4
4. <i>Aegis®</i> Photo Imaging Software	2
5. <i>Aegis®</i> Data Analysis/Crime Mapping/Mgt Reporting	1
6. <i>Aegis®</i> Mobile Management Server Software	3
7. <i>Aegis®</i> Mobile Software on the RS6000	4
8. <i>Aegis®</i> Mobile Client Laptop Software	9
9. <i>Aegis®</i> Mobile Software on the 400 or MSP Server	1
10. <i>Aegis®</i> ESRI Embedded Applications - Upgrades	2

ANNUAL MAINTENANCE COST: See Below

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
9/1/2013 to 8/31/2014	\$64,024	8/15/2013
9/1/2014 to 8/31/2015	\$67,225	8/15/2014
9/1/2015 to 8/31/2016	\$70,586	8/15/2015
9/1/2016 to 8/31/2017	\$74,115	8/15/2016
9/1/2017 to 8/31/2018	\$77,820	8/15/2017

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: Vienna, VA

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

New World Systems Corporation

Name: _____

Title: _____

Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Vienna, VA

Licensed Application Software
At April, 2013

1. Aegis® Computer Aided Dispatch (CAD)

- LE CAD - Single Jurisdiction MSP
 - Base
 - CAD Messaging Module
 - Call Scheduling Module
 - Call Stacking Module
 - Dispatch Questionnaire Module
 - Geo-File Verification Module
 - Hazard and Location Alerts Module
 - Interface to Aegis® Law Enforcement Records Module
 - Note Pads Module
 - Unit Control Panel Module
 - Unit Recommendation Module
- CAD Mapping MSP
- Service Vehicle Rotation MSP

2. Aegis® Law Enforcement Records Software

- LE Records Single Jurisdiction Base MSP
 - Base
 - Accidents Module
 - Arrest Module
 - Business Registry Module
 - Case Processing Module
 - Computer Aided Investigations Module
 - Federal Reports (UCR/IBR) Module
 - Geo-File Verification Module
 - Impounded Vehicles Module
 - Incident Tracking Module
 - Jacket Processing Module
 - Personnel / Education Module
 - Property Module
 - Traffic Tickets and Citations Module
 - Wants and Warrants Module
- LE Records Federal & State Compliance MSP
 - Case Management MSP
 - Pawn Shops MSP
 - Alarms Tracking and Billing MSP
 - Activity Reporting and Scheduling MSP
 - Equipment Tracking MSP
 - Hazardous Materials MSP
 - Vehicle Tracking MSP
 - Additional Records MSP Users

Vienna, VA

Licensed Application Software
At April, 2013

3. Aegis® Public Safety Interface Software

- State/NCIC Interface MSP
- On-Line CAD Interface to State/NCIC MSP
- E-911 Interface MSP
- CAD Pager Interface MSP

4. Aegis® Photo Imaging Software

- Digital Imaging MSP
- Public Safety Mug Shots/Line-Ups MSP
- Digital Imaging

5. Aegis® Data Analysis/Crime Mapping/Mgt Reporting

- Analysis Base With Two Applications

6. Mobile Management Server Software

- Field Reporting Server
- Field Reporting Data Merge
- Base CAD/NCIC/Messaging

7. Mobile Software on the RS6000

- Base Message Switch to NCIC
- RS/6000 State/NCIC Interface
- **New World** CAD Interface for Aegis/MSP
- Mobile Upload Software

8. Mobile Client Laptop Software

- LE State/NCIC via Switch 15 User(s)
- LE Field Reporting 15 User(s)
- LE Accident Field Reporting 15 User(s)
- Mobile Upload of Field Reports 15 User(s)
- LE CAD Via Switch 15 User(s)
- LE Accident Field Reporting Compliance 15 User(s)
- LE Field Reporting Compliance 15 User(s)
- Mugshot Images Download 15 User(s)
- In Car Mapping 15 User(s)

9. Mobile Software on the 400 or MSP Server

- MDT/MCT Base CAD/RMS Interface

10. Aegis® ESRI Embedded Applications

- Mobile In-Car Mapping Integration
- ArcGIS Standard Enterprise Server Integration

Subject:

..Title

Request approval for of the fifth -year contract payment not to exceed \$77,820 to New World Systems for the standard software maintenance agreement for computer-aided dispatch, law enforcement records management, and mobile data system

..Body

EXPLANATION AND SUMMARY: The Police Department requests that Town Council approve the fifth-year payment not to exceed \$77,820 for the standard software maintenance agreement (SSMA) for computer-aided dispatch, law enforcement records management, and mobile data system from New World Systems Corporation. This five-year agreement was originally approved and the first year payment authorized in FY2014. This is a sole source contract and the appropriate waivers and notices have been posted

On March 29, 2007, the Town executed a contract with New World Systems to provide the Police Department with an integrated computer-aided dispatch, law enforcement records management, and mobile data system. The standard software maintenance agreement (SSMA) is requested to ensure that the system remains current and in proper working order through provision of upgrades and new releases to the licensed standard software. The SSMA also provides routine telephone support and emergency 24-hour, seven-days-per-week service.

Departmental Recommendation: Police Department Recommends approval

Finance Recommendation:

Purchasing Recommendation:

Town Attorney Recommendation:

Town Manager's Recommendation:

Cost and Financing: \$77,820

Account Number: 13140-43301

Decision Needed by This date: June 5, 2017

PROPOSED/SUGGESTED MOTION

..Recommended Action

I move for the (approval/disapproval) of the fourth-year contract extension and payment not to exceed \$74,115 to New World Systems for the Standard Software Maintenance Agreement for computer-aided dispatch, law enforcement records management, and mobile data system from New World Systems Corporation.

Or

Other action deemed necessary by Council.