



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



Date: July 15, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Alex Bellak, Information Technology Director
Frank Nastasi, Chief of Police
Andrew Satterfield, Police Captain
David Quaiatto, Police Lieutenant
Sam Kalef, Communications Manager
David Druyor, IT Manager
Emily Frontera, Purchasing Manager

Subject: Bid Waiver - Dispatch Recorder System Replacement, Troy Police Department
(Introduced by: Sam Kalef, Communications Manager)

History

The City of Troy's Police and Fire dispatch recorder system is comprised of software and equipment that records all incoming and outgoing phone calls, as well as all radio traffic in the Communications Center. The Communication Center may handle over 34,000 emergency and 9-1-1 calls a year as well as over 100,000 non-emergency calls and inquires. It is imperative that all phone calls and radio traffic is recorded and preserved. A high quality and dependable dispatch recording system is essential for use by investigators and attorneys as well as information that may be disclosed to the public. The dispatch recorder system replacement project will replace equipment and software which had not been updated since 2006 and is nearing the end of life and support.

Other recording systems within similar price ranges were researched and considered. *WSI Technologies of Indianapolis, IN* provided a demonstration of the NICE Voice Logging and Multimedia Recording Solutions (NICE) with Troy Police command and IT staff in April 2024. NICE was proven to be more user friendly and compatible with current systems in place. Agencies all over the country currently use NICE, including locally the City of Detroit, Westland, Wayne County and Washtenaw County with no issues or complaints.

Purchasing

- *WSI Technologies of Indianapolis, IN* is the sole exclusive distributor of NICE Voice Logging and Multimedia Recording Solutions (NICE) providing support, R&D, and maintenance in the state of Michigan.
- As opposed to other recording systems, NICE offers several exclusive features as described in the attached letter. Notably, NICE offers full integration to Callworks/ECW which is currently use by the Communication Center. Consequently, it offers better connectively and more reliable uninterrupted service as well as immediate/direct security updates.



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Purchasing (continued)

- The pricing for the NICE system is \$89,875 less a 10% Pre-Pay Paid in Full discount of \$8,988 for an estimated total cost of \$80,887 which includes hardware, software, licensing, installation, training and five years of warranty, service, support and maintenance as detailed in the attached quote dated 6-17-2024.

Financial

Funds are budgeted and available in the Capital Fund for General Police Equipment under Project Number 2024C0012, which will be re-appropriated to the 2025 fiscal year with a total available budget of \$90,000. Expenditures will be charged to Account Number 401.301.11.325.978.010

Recommendation

City Management recommends, in the best interest of the City, waiving the bid process and awarding a contract for the NICE Voice Logging and Multimedia Recording solutions to *WSI Technologies of Indianapolis, IN* for an estimated paid in full cost of \$80,887.00 which includes hardware, software, licensing, installation, training, and five years of warranty, service, support and maintenance.



February 2, 2023

To: Whom it may concern

RE: Word Systems, LLC a.k.a WSI Technologies, NICE Public Safety Dealer

Dear Customer,

Thank you for the consideration of NICE Systems Inc., Word Systems, LLC a.k.a WSI Technologies and our NICE Public Safety Solutions.

Please be advised that WSI Technologies. is the only NICE contracted Public Safety Dealer Business for installation and support services for the following geographic territories.

- Indiana, Illinois, Wisconsin, Michigan, Florida and Georgia


WSI Technologies has NICE Factory trained and certified personnel and resources for sales, sales engineering and implementation as well as the sole source within these territories for NICE dispatch support services.

WSI Technologies has consistently been a top performing sales and support services public safety business partner since 1992.

NICE Systems Inc included WSI Technologies in the prestigious public safety "Premier Partner" group for maintaining quality customer satisfaction with quality systems and sales support.

Please contact me if you have any questions.

Sincerely,

DocuSigned by:

D3B7716224D8481...

Gerry Cockram

NICE Systems Inc.

VP Global Services and Support – Public Safety

gerry.cockram@nice.com




Digital Voice Logging System

Quote Date: 6/17/2024

Prepared For: Troy PD/City of Troy

Prepared By: Jim Hansen

Qty	Description			
1	Analog / Digital / Trunk full length PCI-E interface board (NO CABLE included) all SQL licensing SVR/USR/CAL			\$2,500.00
52	1 Primary Inform Professional Audio channel license, including Inform Professional applications site license, User Registration application, Record-on-Demand application, CTD, telephony CDR, CTI and ANI/ALI support. Application value per channel			\$26,000.00
52	QA PACK (Evaluator & Reporter) Per primary channel and Add on/Matrix Channel			\$8,840.00
1	Public Safety Support Agreement for NICE products			\$2,715.00
1	HP Tower/4U Server Performance (2x2TB RAID1, 32GB, Redundant PS, MS SVR STD) (Up to 56 channels of TDM or 100 VoIP channels as Essential logger OR may be used as Inform Pro server only)			\$6,600.00
1	External USB Systems Image Drive (Include one with each server)			\$150.00
1	HP Tower to Rack Conv Tray Universal Kit (for HP-ML110/ML310/ML30/ML350G10) Does not fit threaded rack holes.			\$1,500.00
	On Site Installation			\$7,500.00
1	Training Modules for all applications			\$2,500.00
1	Total of Five years warranty/service/support/maintenance			\$31,570.00
			Order Total	\$89,875.00
			Pre Pay Total	\$80,887.00
Payment terms				
Annual Payment Per Year- \$17,975 per year for 5 years Pre-Pay Discount 10%, Paid in Full Total \$80,887				
Terms and Conditions				
A	Please see Exhibit A (Separate Attached Doc) for sample Statement of Work -To be reviewed at Pre-installation meeting.			
B	Please see Exhibit B (Separate Attached Doc) for Technical Services Agreement.			
C	Optional Customer Provided Capture PC/Server Minimum specs on Exhibit C . (Separate Attached Doc)			
D	DELIVERY: Please allow estimated 30-60 days from date of written purchase order (or date of first payment when applicable) for delivery.			
E	Warranty on the equipment will start after installation is complete, or 90 days after acknowledgement from customer to order equipment and/or licenses via 50% deposit or special request, whichever is earliest.			
F	Custom equipment orders may not be returned. Stock merchandise and accessories may be returned if in the original packaging provided a restocking fee of not less than twenty-five percent (25%) or such greater restocking fee as determined by Word Systems' supplier is paid by customer.			
G	This quote does not include State and Local taxes. Customer to provide tax exempt certificate or taxes will be added to the invoice.			
H	Payment terms; 50% with order, 50% upon system installation.			
I	This price list together with all of its Exhibit and license terms and conditions from the software manufacturer, which are hereby incorporated by reference, constitutes the entire agreement with respect to its subject matter. No inconsistent or additional terms submitted by Customer in any purchase order or similar document will be binding on Word Systems			
J	Please mail purchase orders to Word Systems, 9045 River Road, Suite 125, Indianapolis, IN 46216 or FAX-317-544-2192			
K	QUOTATION IS VALID FOR 90 DAYS			
	Approved By	PO#		
	Title	Date		



Re: City of Troy/Troy PD Digital Voice Logging System

This SOW is as follows:

- Word Systems LLC will provide all the necessary hardware, licensing, and software to install and configure new servers and Inform/NRX software at Troy. Professional Tier recording and applications as well as assisting in mapping/archiving to a customer provided backup location if desired.
- Word Systems LLC will provide hardware and software warranties, along with 24/7/365 service and support through our helpdesk, phone support, remote access, and remote/on-site service for a period of 5 year. Replacement parts provided at no charge. Maintenance includes minor software updates and patches.

Word Systems LLC to provide the following:

Implementation Services

- (1) Configuration of up to 52 recording resources
- (1) HW/SW with updated Inform, NRX, SQL, OS

Professional Services

- (1) Installation, Configuration, Training
- (1) 5 Year Total Warranty, Service, Support

Should you need further clarification on any of the information above, please contact me at 906-241-3380.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Hansen'.

Jim Hansen
VP
Word Systems LLC



Warranty Agreement

This is an agreement (hereafter referred to as the "**Agreement**") between Word Systems, Inc. (hereafter referred to as "**WSI**") and the Customer _____ (hereafter referred to as "**Customer**"). The term of this Agreement shall be from the **Start Date** referenced below, and remain in effect for the duration noted on this agreement, not to exceed one full calendar year.

This Agreement is for the sale of items listed on the WSI "**Sales Invoice**" and becomes effective upon completion of installation and full payment therein, (hereinafter such items collectively referred to as the "**Equipment**" and "**Software**" or the "**System**") and covers the service, support, parts, and labor for the System during the Term of this Agreement.

Start Date: **UPON COMPLETION OF INSTALLATION**

Warranty Duration: _____

ARTICLE I

WARRANTY SERVICES

A. SERVICES WSI will provide to Customer support as follows:

- 1) Support for Software and Equipment purchased hereunder. WSI may provide error correction on software by means of a "temporary fix," in which case it will continue to use reasonable efforts to pursue a permanent solution.
- 2) Repairs will be performed and replacement parts will be furnished, if available, at no charge. The returned defective and/or worn parts WSI replaces become the property of WSI. WSI reserves the right to replace or exchange any defective piece of Equipment with another if WSI determines there is a need to do so, regardless of age or serial number.
- 3) Installation of Equipment, or any Software revisions to basic Equipment, that is required by the manufacturer to correct a problem. It must be determined to be essential and be needed to keep the Equipment running. This does not include extra features and enhancements that are sold to increase performance or functionality.
- 4) Training will be performed remotely between 8 am and 5 pm, Monday through Friday, EST, excluding holidays, unless other arrangements have been agreed upon in writing prior to the Start Date.
- 5) Services are to be performed Monday – Friday 8AM – 5PM EST, unless the service is deemed to be for a 'down' system or a high severity call that greatly effects the site.
- 6) In the event of replacement parts or equipment during the course of this agreement, the new items will have a 90 day warranty, or will be covered for the duration of the Warranty, whichever is longer in duration.
- 7) Warranty includes 90 days onsite service, and remote support in accordance with the Warranty duration listed above. Any TSA/RTSA purchased by customer will supersede this agreement.
- 8) Access to available knowledge resources i.e., technical documents, bulletins, webinars, user guides and User Group contact information.

B. ADDITIONAL CHARGES Additional Charges, if any, will be assessed per this Agreement as shown below:

- 1) WSI will charge for time and materials for performing any services connected with relocation of equipment and expansions of equipment (30 days prior approval required). WSI will charge time and materials rates for all repairs and software support needed to repair computer virus contamination of the WSI supplied computer system. WSI will charge for installation of any system expansions. The Customer agrees not to load any software on the WSI supplied computer without the prior written permission from WSI. WSI will charge for any installation of system expansions, software enhancements, software and related modifications or additional attachments and accessories that the Customer requests but would not normally be essential to keeping the equipment operational with its then current functionality.
- 2) Additional onsite training, beyond initial training provided with purchase, will be invoiced at WSI standard hourly rate.
- 3) WSI will charge for any parts or equipment that must be replaced due to cause other than normal wear and tear. Damages caused by accident, abuse, operator errors, etc. are chargeable.
- 4) WSI shall not have any obligations with respect to problems due to any modification of the Equipment or Software by anyone other than WSI, the improper combination of Equipment or Software with other products not provided by WSI, or the use of the Software or Equipment in an unreasonable manner. Any services that WSI agrees to perform due to the foregoing shall be charged at WSI's then current rates.
- 5) WSI shall not have any obligations with respect to problems due to Customer's failure to install standard software updates or comply with the manufacturers' recommended operating environment or specifications, or due to changes in Customer's own network or hardware. Any services that WSI agrees to perform due to the foregoing shall be charged at WSI's then current rates.
- 6) WSI shall use commercially reasonable efforts to provide the agreed upon technical services. If an identical part or Equipment is not commercially reasonably available when there is a need for replacement, then WSI may use a compatible, alternate part or equipment. However, should WSI determine that a part or certain equipment of Customer is not commercially reasonably available for repair or replacement of an identical or compatible, alternate part or equipment, due to its age, technology advances in conjunction with Customer's other equipment, services, or compatibility with Customer's systems, then Customer shall be required to purchase a replacement part or equipment in order for WSI to complete the technical services pursuant to this Agreement.

C. EXCLUSIONS WSI does not provide:

- 1) Electrical work, cabling, drilling or carpentry;
- 2) Technical support of equipment not provided by WSI;
- 3) Loaner equipment. Consult account manager for spare/redundant systems;
- 4) Additional equipment or upgrades to existing equipment or operating systems, software or other tools or utilities or networks or components that may be required in connection with a manufacturer's major software upgrade;
- 5) Support in resolving network, workstation, database, environmental or other errors not directly related to the Software and Equipment listed in this Agreement;

- 6) Technical support of systems that have non-standard configurations that have not been certified by 3rd party providers are specifically excluded from the Agreement unless otherwise agreed in writing by WSI and included in this Agreement;
- 7) Any hardware, software or systems supplied to the Customer by a third party, unless specifically included in this Agreement.

- 8) Management of anti-virus or other security applications (see WSI for approved 3rd party applications).

Warranty Exclusion: WSI is providing technical services in lieu of any warranties from manufacturer. To the fullest extent permitted by law, the services herein and the Software and Equipment are provided on an "as is" basis. WSI does not warrant that the Equipment and Software will operate uninterrupted or error free or that all defects will be corrected or that they will meet customer's requirements or will operate in combinations with other equipment, software, or data not provided by WSI. **WSI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, EQUIPMENT, AND SYSTEM. WSI DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORTS, NON-INFRINGEMENT OR WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. In lieu of such warranties, WSI shall provide all of the services stated herein throughout the term.**

ARTICLE II

GENERAL TERMS AND CONDITIONS

A. WSI RESERVES the right to modify or delete any term or condition of this

Agreement by giving a 30-day prior notice to Customer, in which case Customer may terminate this Agreement by giving WSI written notice of its intent to terminate within 30 days of its receipt of notice from WSI regarding the change, in which case WSI will provide a pro-rata refund of pre-paid Technical Services Fees for the remainder of the Term.

B. LIABILITY DISCLAIMERS WSI shall not be liable or held responsible for any delay in or failure or defect of performance under this Agreement, or be liable for any other consequence, damage, injury, or loss, caused by or resulting from any act, event, occurrence, or cause beyond the reasonable control of WSI, including (without limitation) acts of God, war, fires, hurricanes, explosions, floods, strikes, major mechanical breakdown, system malfunctions, interruption of utility services, acts of any unit of government or agency thereof, work stoppage, breakdown, virus contamination, theft, loss of data, lack of available parts from the manufacturer, loss caused by power failures, loss caused by lack of Customer equipment or software backups, or work done due to lack of proper training of Customer's personnel. Customer is expected to insure the Equipment, Software, and System and to backup all data, voice and video files and to protect the computer from incoming virus damage. Service calls that are caused by any of the foregoing exclusions shall be invoiced at the currently published time and materials rates.

To the fullest extent permitted by law:

- 1) WSI and its officers, directors, employees, shareholders, agents and representatives shall not be liable to customer or any other party for incidental, special, exemplary or consequential damages (including, without limitation, loss of anticipated profits, loss of data, and loss of goodwill) arising out of or related to this Agreement or the goods and services provided, even if advised in advance of the possibility.
- 2) Except with respect to damages caused by WSI's willful misconduct, WSI's liability (including attorneys' fees) to customer or any third party arising out of or related to this Agreement and the goods and services provided shall, for any and all causes and claims, regardless of the form of action, whether based on contract, tort, negligence, strict liability, indemnification or otherwise, in the aggregate not exceed the price paid by Customer for the particular goods or services involved prior to such claim's accrual under which such damages arose.

C. CUSTOMER RESPONSIBILITY It is the responsibility of the Customer to have trained personnel operating the Equipment who have basic PC knowledge. Additional training is available from WSI for an additional charge as new people are hired to run the Equipment. The Customer shall make the Equipment available to the service department representative as soon as a representative arrives on-site and agrees to

allow the WSI technical services representative access to the Equipment, immediately upon arrival. Any delays will be charged for at our regularly published service rates. Access will be given to him/her for as long as it takes to repair and adequately test the Equipment.

D. FORCE MAJEURE If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of inclement weather, strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this section shall at no time operate to excuse Customer from any obligations for payment when due, and all amounts shall be paid by Customer to WSI when due.

E. GOVERNING LAW; VENUE This Agreement and any matters and disputes related thereto shall be governed by and construed in accordance with the laws of the State of Indiana without regard to the choice of law principles thereof. Any cause of action arising hereunder may only be brought in a federal or state court located in Marion County, Indiana. Each party expressly agrees that Marion County shall be deemed to be a county of preferred venue and each such party waives any entitlement each might

otherwise have to a transfer of venue out of Marion County under any preferred venue requirements of Indiana Trial Rule 75 or any other venue rules or laws which may be applicable. The parties hereby submit to the exclusive jurisdiction of the Indiana courts.

F. SEVERABILITY In the event that any of the provisions of this Agreement is held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions had not been included in this Agreement, and this Agreement shall be construed by adding a valid provision which effectuates the intent of the invalid provision as nearly as lawfully possible.

G. EXECUTION AND DELIVERY Each of the persons who has signed this Agreement represents and warrants that he or she has been duly authorized to sign this Agreement by all necessary action on the part of the entity on whose behalf he or she has signed this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and part of one and the same Agreement. Delivery of an executed copy of this Agreement by facsimile transmission or email shall constitute effective and binding execution and delivery thereof and the signatures thereon shall be deemed to be original signatures for all purposes.

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