O-21- 49

ORDINANCE NO. _____

AN ORDINANCE WAIVING FORMAL BIDDING REQUIREMENTS AND AUTHORIZING PAYMENT TO MILSOFT UTILITY SOLUTIONS FOR THE PURCHASE AND INSTALLATION OF INTEGRATED OUTAGE MANAGEMENT SOFTWARE FOR THE NORTH LITTLE ROCK ELECTRIC DEPARTMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Ark. Code Ann. § 14-58-303 requires City purchases exceeding the amount of $20,000 to follow statutory procedures of local advertisement and opening of sealed bids which may only be waived in exceptional situations where bidding is deemed not feasible or practical; and

WHEREAS, the North Little Rock Electric Department ("NLRED") wishes to implement an outage management software to the current mapping, metering, customer service, supervisory control and data acquisition, and customer notification software; and

WHEREAS, Milsoft Utility Solutions, 4400 Buffalo Gap Road, Suite 5150, Abilene, Texas 79606 ("Milsoft") also provides the software that NLRED uses for Geographic Information System (GIS) mapping software, with which the company's outage management software can be integrated; and

WHEREAS, the cost of using Milsoft's software would be significantly less than a public bid, which would require new training, labor, and other resources; and

WHEREAS, the cost of the purchase and installation will Eighty Eight Thousand Dollars and 00/100 Cents ($88,000.00) (see Quote from Milsoft attached hereto as Exhibit A).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That formal bidding is hereby waived in connection with the purchase and installation of outage management software for the North Little Rock Electric Department.

SECTION 2: That payment for Milsoft Utility Solutions is hereby authorized in the amount of $88,000.00, and the cost shall be paid from the NLRED's 2021 Budget.

SECTION 3: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4: That the provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 5: It is hereby found and determined that the purchase for the North Little Rock Electric Department is in the best interest of the City of North Little Rock, and is necessary for the immediate preservation of the public health, safety and welfare; THEREFORE, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

Terry C. Hartwick By AF

Mayor Terry C. Hartwick

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 11:05 A.M. _____ P.M.

By Amy Fields

DATE 12-8-21

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED BY S. Ussery

EXHIBIT

A

MILSOFT® Utility Solutions

Schedule A

Quote Number:	49916
Date Created:	9-01-2020
Account Manager:	Julie Henry
E-mail:	julie.henry@milsoft.com
Phone:	(800) 344-5647
Valid Until:	07/31/2021

Bill To	Ship To
Eric Heinrichs North Little Rock Electric Department 1400 W Maryland Ave. N Little Rock, AR, 72120 USA	Eric Heinrichs North Little Rock Electric Department 1400 W Maryland Ave. N Little Rock, AR 72120 USA

Outage Management

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	DisSPatch® Site License DisSPatch® offers an effective way to quickly detect, analyze and respond to power outages. Includes Enhanced Crew Management. Support program available - See Terms & Conditions. * Optimal performance contingent upon hardware specification adherence.	$55,000.00	$55,000.00

Subtotal:	$55,000.00
Total:	$55,000.00

Milsoft Communications

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	Milsoft Customer Outage Alerts Milsoft Customer Outage Alerts provides email, text*, and voice** notifications to external customers based on parameters set by the Milsoft customer. Notifications can be configured to send automatically or manually, based on outage criteria from Milsoft DisSPatch. Includes Milsoft two-way texting configuration, and (2) hours of web training. Additional training is available for $250/hr. Support program available - see Terms and Conditions *Texting requires a 3rd party gateway (i.e., TextPower) provider to ensure compliance with all FCC, FTC, CTIA, and MMA regulations (sold separately) **Voice notifications require Milsoft IVR (Hosted or On-site).	$5,000.00	$5,000.00
1.00	Milsoft Personnel Notification Milsoft Personnel Notification provides email or text* and voice** notifications to personnel based on parameters set by the Milsoft customer. Includes Milsoft one-way texting configuration and one hour web training. Additional training is available for $250/hour. Support program available - see Terms & Conditions *Texting requires a 3rd party gateway (i.e., TextPower) provider to ensure compliance with all FCC, FTC, CTIA, and MMA regulations (sold separately) **Voice notifications require Milsoft IVR (Hosted or On-site).	$5,000.00	$5,000.00

Subtotal:	$10,000.00
Total:	$10,000.00

Training

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	Initial OMS Setup / Training Includes: three (3) days of initial on-site OMS training, software installation and configuration, and all travel-related expenses. Recommended: two (2) days of follow-up training, 90-180 days after implementation (not included). Support program not available.	$15,000.00	$15,000.00
1.00	Training OMS w/System 2 Day On-site: Follow Up Two (2) days of onsite OMS training and all related travel expenses. Curriculum chosen by Customer. Support program not available. A DisSPatch Test System will be included for six months at no charge. The Test system includes: A single, stand-alone license of DisSPatch® for Training, Modeling, and Simulation of the outage system. - see Terms and Conditions	$8,000.00	$8,000.00

Subtotal:	$23,000.00
Total:	$23,000.00

Grand Total

Subtotal:	$88,000.00
Total:	$88,000.00

Quote Acceptance:

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer's contract for procurement of the Product, Training, Service and Support Program as described when applicable.

Terms & Conditions - DisSPatch® Site License

Payment Terms

- Payment due upon receipt of invoice
- 75% invoiced upon quote acceptance
- 25% invoiced upon installation or (120) days after quote acceptance, whichever occurs first
- Payment must be in USD

Price Exclusions

- Hardware
- Microsoft® SQL Server™
- Costs incurred as a result of Customer requested changes
- Custom Reports
- Support Program
    - Annual support at the rate of 20% of the full list price
    - Support invoiced separately upon completed installation
- Initial Training or Configuration
- Any pre-installation site visit expenses

Terms & Conditions –Milsoft Customer Outage Alerts, Personnel Notifications

Payment Terms

- Payment due upon receipt of invoice
- 100% invoiced upon quote acceptance
- Payment must be in USD

Price Exclusion

- Gateway Provider sold separately (by 3rd Party)
- Milsoft IVR and/or DisSPatch sold separately (by Milsoft)
- Support Program
    - Annual support at the rate of 20% of the retail price
    - Annual support invoiced separately upon install

Terms & Conditions - Training (Initial, Follow-Up)

Payment Terms:

- Payment due upon receipt of invoice
- Payment must be made in USD
- 75% invoiced upon quote acceptance
- 25% invoiced upon training completion or one year from signed quote

Price Exclusion

- Costs incurred as a result of Customer requested changes

Terms & Conditions - DisSPatch OMS Follow-Up Training with a Test / Study Seat

Payment Terms:

- Payment due upon receipt of invoice
- Payment must be made in USD
- 75% invoiced upon quote acceptance
- 25% invoiced upon training completion or one year from signed quote

Price Inclusion

- Training as quoted includes a single designated Test / Study seat of DisSPatch OMS for use during training and for a period not to exceed 6 months following.
- If the Customer wishes to maintain the Test / Study seat of DisSPatch OMS following this initial period, a separate quote will be provided for the seat reflecting a 50% discount from the current retail price at that time.

Price Exclusion

- Costs incurred as a result of Customer requested changes

Account Name: _____

Accepted By: _____

Printed Name: _____

Date: _____

PO# (if applicable): _____