

RESOLUTION NO. \_\_\_\_

**A RESOLUTION WAIVING FORMAL BIDDING REQUIREMENTS AND AUTHORIZING PAYMENT TO AT&T ENTERPRISES, LLC FOR THE PURCHASE AND MAINTAINENCE OF EQUIPMENT FOR THE NORTH LITTLE ROCK EMERGENCY SERVICES; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MULTIYEAR CONTRACT FOR THE SUBJECT SERVICES NOT TO EXCEED FIVE YEARS; AND FOR OTHER PURPOSES.**

WHEREAS, Ark. Code Ann. § 14-58-303 requires City purchases exceeding the amount of \$42,921 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, in order to maintain the City's public safety obligations, the North Little Rock Emergency Department has requested an enhanced 9-1-1 Service provisioned by AT&T Enterprises LLC ("AT&T") that utilizes AT&T Premises to house certain 9-1-1 Call Handling Equipment for purposes of receiving and transporting 9-1-1 calls from within a predetermined service area to authorized Public Safety Answering Points (PSAPs) identified by Customer; and

WHEREAS, the City is obligated to provide emergency services to its residents and to the residents of the City of Maumelle, and is in the best interests of the citizens for AT&T to provide the equipment and services more particularly described in the contract attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED 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 maintenance of equipment and services from AT&T Enterprises, LLC for North Little Rock Emergency Services; with all contracts/agreements to be reviewed by the Office of the City Attorney prior to execution.

SECTION 2: That the Mayor and City Clerk are authorized to enter into a multiyear contract (substantially similar to Exhibit A), not to exceed five (5) years, for the subject services.

SECTION 3: That the cost of the contract in the amount of a one-time payment of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000) for non-recurring costs and Seven Thousand Five Hundred and 00/100 Dollars (\$7,500), per month, which will be reimbursed by the Arkansas 91-1-1 Board, shall be paid from the Emergency Services Budget.

SECTION 3: That the provisions of this Resolution 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 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

\_\_\_\_\_

APPROVED:

\_\_\_\_\_

Mayor Terry C. Hartwick

SPONSOR:

\_\_\_\_\_

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 \_\_\_\_\_ A.M. \_\_\_\_\_ P.M.

By \_\_\_\_\_

DATE \_\_\_\_\_

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

RECEIVED BY \_\_\_\_\_



AT&T NG9-1-1 PSAP Solutions  
CPE Hosted NG9-1-1 Service Pricing Schedule

AT&T MA Reference Number: 148451UA

AT&T Pricing Schedule Number: \_\_\_\_\_

Customer ("Customer")	AT&T ("AT&T")
North Little Rock, AR	AT&T Enterprises, LLC
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Sales Contact
Name: Terry Hartwick Title: Mayor Street Address: 300 Main St.. City: North Little Rock State/Province: AR Zip Code: 72119 Country: USA Telephone: 501-975-8601 Fax: Email: mayor@nlr.ar.gov	Name: Justin L. Vaughn Street Address: 612 E Walnut City: Belton State/Province: MO Zip Code: 64012 Country: USA Telephone: 816-808-7264 Fax: Email: jv6080@att.com Sales/Branch Manager: Dustin Alexander SCVP Name: Mike Guerra Sales Strata: Sales Region: <u>With a copy to:</u> AT&T Enterprises L.L.C 208 S. Akard Street Dallas, Texas 75202 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code: _____	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

This Pricing Schedule consists of this Pricing Schedule and any Attachments hereto (e.g., Statement of Work ("SOW"); Scope of Work ("SCOW"); Inventory Schedule and Payment Terms; Bill of Material; Project Implementation Guide; Implementation Timeline; or Certificate of Acceptance) that currently, or may in the future, reference this Pricing Schedule. In the event of a conflict between this Pricing Schedule and any Attachments hereto, this Pricing Schedule shall take precedence.

CUSTOMER	AT&T
By: _____ (by its authorized representative)	By: _____ (by its authorized representative)
(Typed or Printed Name)	(Typed or Printed Name)
(Title)	(Title)
(Date)	(Date)



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**SERVICE:** An enhanced 9-1-1 ("E 9-1-1") Service provisioned by AT&T that utilizes AT&T Premises to house certain E 9-1-1 Call Handling Equipment for purposes of receiving and transporting E 9-1-1 calls from within a predetermined service area to authorized Public Safety Answering Points (PSAPs) identified by Customer. As part of the Service, AT&T will install Customer End User Equipment identified in the Statement of Work at Customer PSAP Sites; will train Customer's employees on the use of the Customer End User Equipment; and will test the Customer End User Equipment and verify that it is operating as designed. AT&T will also provision the necessary network elements (set forth below) required to deliver E 9-1-1 calls to the Customer PSAP Sites. AT&T will be responsible for the maintenance of the Equipment necessary to provision the Service, as more fully described in the Statement of Work.

**SERVICE PROVIDER:** AT&T Enterprises, LLC.

**TERM:** The Pricing Schedule Term shall begin on Cutover and continue to the latter of: (a) 5 years from Cutover; or (b) until such time as no Service Components are provided to Customer under this Pricing Schedule.

**SERVICE COMPONENTS AND PRICING:** The following prices shall apply to the various Service Components offered as part of the Service. Any Service Components that are offered under an AT&T Tariff or Guidebook are offered under the terms and conditions set forth therein unless modified in this Pricing Schedule.

**Network Transport Components:** The 9-1-1 tariff prices apply to trunking between AT&T Premises and the Customer PSAP Sites.

**9-1-1 Database Components:** Customer will provide Enhanced 9-1-1 utilizing AT&T's Tandem/Selective Router and utilizing the Automatic Number Identification system and the Automatic Location identification system. The charges and terms and conditions for these features are listed in the AT&T Tariff or Guidebook, as may be modified from time to time.

**Other Components:** Customer will also order the following Service Components on terms and conditions set forth in the applicable AT&T Tariff or Guidebook.

- I. AT&T Bandwidth Services provided under an "AT&T Integrated Data Services Pricing Schedule"
- II. AT&T VPN Service provided under an "AT&T VPN Pricing Schedule"
- III. AT&T Managed Internet Service provided under an "AT&T Managed Internet Service Pricing Schedule"
- IV. AT&T Managed Router Solution provided under an "AT&T Managed Router Solution Pricing Schedule"
- V. Point-to-point DS-1 Service provided under an "ILEC Intrastate Services Pricing Schedule Pursuant to Custom Terms"

**Equipment and Maintenance:** The rates and charges for Equipment (consisting of Customer End User Equipment and Call Handling Equipment) and maintenance of the Equipment are as follows:

Site Name	Address	City	State	Quantity of Positions	Non-Recurring Costs	Monthly Recurring Costs
North Little Rock, AR		North Little Rock	AR	10	\$ 350,000.00	\$ 7,500.00
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					\$	\$
Total Charges					\$ 350,000.00	\$ 7,500.00



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**ADDITIONAL TERMS AND CONDITIONS**

**1. Definitions**

**"AT&T E9-1-1 Hosted Service"** means the Service as described above, provided on the terms and conditions set forth herein.

**"AT&T Premises"** means an AT&T owned or operated facility specified in an Order where E9-1-1 Call Handling Equipment will be installed, and certain elements of the Service are performed.

**"Call Handling Equipment"** means the equipment and Licensed Software that AT&T will acquire and install at AT&T Premise(s) for purpose of providing the Services to be provisioned under this Pricing Schedule.

**"Customer Premises"** means Customer's facility or location specified in an Order where the Equipment will be installed, or Services performed. Customer Premises will be deemed Site(s) for purposes of the Agreement.

**"Cutover"** means (i) for a Service, when the Service is first provisioned or made available to Customer's use at any Site; and/or (ii) for Equipment, when it is delivered to a carrier for shipment, or if AT&T provides installation as part of the Services, then upon AT&T's installation of the Equipment and acceptance by Customer.

**"Customer End User Equipment"** means the equipment and Licensed Software that AT&T licenses or leases, as applicable, to Customer or for which AT&T provides Services as provided hereunder that is installed at a Site. Ownership of, and title to, Customer End User Equipment shall at all times remain with AT&T. Upon termination of this Pricing Schedule, AT&T shall have the right to re-possess the Customer End User Equipment at a mutually agreeable date and time.

**"Equipment"** unless otherwise defined, means Customer End User Equipment and Call Handling Equipment.

**"Order"** means any purchase order issued by Customer for Equipment or Services that references this Pricing Schedule, is signed by Customer's authorized representative, and is accepted by AT&T. Orders will be deemed Attachments to this Pricing Schedule once accepted by AT&T.

**"PSAP"** means a Public Safety Answering Point. The location of a PSAP will be deemed a Site for purposes of the Agreement.

**"Statement of Work"** or **"SOW"** means the attached statement(s) of work and/or other ordering documents that describe materials and Services to be provided pursuant to this Pricing Schedule. On occasion, SOWs may be entitled Statement of Work (SOW), Scope of Work (SCOW) or Pre-Installation Guide (PIG).

**2. Scope**

AT&T will procure the Equipment and provision the Service as specified in this Pricing Schedule and any attachments hereto.

**3. Customer End User Equipment; Delivery and Installation by AT&T**

AT&T will deliver the Customer End User Equipment FOB origin, prepaid and add. Title to the Customer End User Equipment and all risk of loss to the Customer End User Equipment shall pass to Customer at the time of delivery to the carrier for shipment. Origin is defined as the manufacturer's site when the Customer End User Equipment is shipped

directly to Customer Site and as AT&T's staging facility when AT&T performs staging on the Customer End User Equipment before delivery to Customer. Customer acknowledges and agrees that AT&T's ability to provide Customer End User Equipment during the term of this Pricing Schedule is contingent upon the supply and delivery schedules of the Customer End User Equipment manufacturer(s). AT&T shall have no liability for delays in any delivery schedule. Customer End User Equipment is described in the SOW attached hereto.

**4. AT&T Call Handling Equipment**

AT&T shall have no liability for delays in any delivery schedule pertaining to AT&T Call Handling Equipment. AT&T is solely responsible for the installation of AT&T Call Handling Equipment on AT&T Premises.

**5. Customer Responsibilities for Installation Services at Customer Premise(s)**

AT&T's obligations under this Pricing Schedule and the timely fulfillment thereof, are contingent upon timely receipt from Customer of all reasonably necessary assistance and cooperation in all matters relating to this Pricing Schedule, including reasonable access to relevant personnel, records, information, and facilities. Customer shall provide AT&T, in a timely fashion, with all information reasonably required for the performance of the Services by AT&T. Customer represents that all information presently known to be necessary to AT&T's understanding of the Services to be performed have been disclosed or provided to AT&T and Customer will keep AT&T timely informed of any new information which may be necessary to AT&T's understanding of the Services to be performed. Customer shall provide AT&T with reasonable access to the premises necessary for the performance of the Services required under this Pricing Schedule as more fully described in Section 3.1 of the Master Agreement. In the event of Customer's failure to perform its responsibilities hereunder, AT&T may, at AT&T's option, assume or fulfill any and/or all of Customer's responsibilities, directly or through contract with third parties. In such instance, it shall be considered an increase in the scope of the Services. AT&T may charge Customer all charges incurred by AT&T due to Customer's failure to timely fulfill its obligations under this Section.

Notwithstanding any other part of this Pricing Schedule: (a) AT&T shall have the right to suspend performance or to pursue any other remedies provided for under the Agreement where Customer delays or fails to comply with this provision; and (b) where any of the measures described above are unreasonably expensive, Customer may request that AT&T suspend its performance until such time as an alternative remedy or course of performance is secured or agreed upon; provided, however, that AT&T may terminate this Pricing Schedule or an Order where any such suspension lasts longer than thirty (30) days.

**6. Invoicing and Payment Terms**

Invoices for all Customer End User Equipment and AT&T Call Handling Equipment will be issued upon Customer's Acceptance of the Services and Customer End User Equipment, as defined in Section 7 hereof, on a PSAP-by-PSAP basis. Invoices for maintenance Services will be issued pursuant to the terms of the Master Agreement.



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**7. Initial Acceptance of Services and Customer End User Equipment**

On a PSAP-by-PSAP basis, Customer shall have a designated staff member on-site at the initial completion of Services and installation of the Customer End User Equipment to sign the acceptance document, acknowledging the Services were performed in accordance with the SOW and are complete as to each PSAP. If any installation Services are incomplete or nonconforming at the time of initial installation, Customer must provide written notice to AT&T identifying such installation Services within ten (10) business days of notice by AT&T of completion of said Services at a PSAP, or else Customer waives remedy. Upon written notification, AT&T will then have thirty (30) business days to re-perform or complete the nonconforming installation Services. If AT&T is unable to, or fails to, correct such nonconformance in all material respects, AT&T may, as AT&T's sole liability and Customer's sole remedy, refund to Customer all amounts paid by Customer for the nonconforming portion of the installation Services.

**8. Licensed Software**

Software is provided subject to the particular licensor's standard software license that accompanies Customer End User Equipment. The standard software license is a separate agreement between Customer and the licensor. Customer's assent to the terms and conditions of this Pricing Schedule binds Customer to the terms and conditions of the licensor's standard software license, as if the terms and conditions of the licensor's standard software agreement were fully set forth in this Pricing Schedule, and Customer shall comply with the terms and conditions of the licensor's standard license and associated documentation.

**9. Limited Warranty, Limitation of Liability and Limitation of Remedy.**

**In addition to any similar protections set forth under the Master Agreement, the following provisions apply to Services and Equipment offered under this Pricing Schedule:**

**9.1 WARRANTIES.**

(a) **Equipment.** The Equipment will be provided to Customer on an "As Is" basis. (i) AT&T DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, TITLE< NON INFRINGEMENT, OR ARISING BY VIRTUE OF USAGE OF TRADE). (ii) AT&T WILL NOT HAVE ANY OBLIGATION OR BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCOMFORMITY IN ANY EQUIPMENT OR ANY OF THE SERVICES. AT&T DOES NOT WARRANT THAT THE OPERATION OF EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE. AT&T HAS NO WARRANTY OBLIGATION FOR EQUIPMENT THAT CUSTOMER ACQUIRES THROUGH AT&T AND EQUIPMENT THAT IS NOT MANUFACTURED BY AT&T AND THAT DOES NOT BEAR AN AT&T LOGO OR COPYRIGHT NOTICE. Customer, not AT&T, is responsible for selecting Equipment to achieve its intended results and for promptly verifying that the Equipment performs as specified by the manufacturer

or licensor.

(b) **Manufacturer's Warranty:** Notwithstanding the disclaimer set forth in the subsection (a) of this section, AT&T shall pass through to Customer any hardware warranties available from Equipment manufacturers and subsection (a) does not negate any software warranty that Customer may obtain directly from the licensor under the particular licensor's standard software license.

**9.2 WORKMANSHIP WARRANTY**(a) The provision of Services and any deliverables under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains, as well as any standards set forth in any Attachments, including, but not limited to, any SOWs. No other warranties are provided by AT&T under this Pricing Schedule.

(b) **Further Disclaimer as to Information Provided by Customer.** The Services, as described herein and any Attachments, are based upon, among other things, information provided by CUSTOMER. IN THIS REGARD, AT&T MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED TO AT&T BY CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (I) NONE OF THE INFORMATION FURNISHED BY CUSTOMER IN CONNECTION WITH AT&T SERVICES AND/OR DELIVERABLES HAS BEEN INDEPENDENTLY VERIFIED BY AT&T AND (II) AT&T EXPRESSLY DISCLAIMS, AND WILL NOT BE SUBJECT TO, ANY LIABILITY WHICH MAY BE BASED ON SUCH INFORMATION, OR ANY ERRORS OR OMISSIONS IN SUCH INFORMATION, WHETHER OR NOT AT&T KNEW OR SHOULD HAVE KNOWN OF ANY SUCH ERRORS OR OMISSIONS, OR WAS RESPONSIBLE FOR OR PARTICIPATED IN THEIR INCLUSION IN OR OMISSION FROM THE SERVICES AND/OR DELIVERABLES. If AT&T does become aware of any errors or omissions in information are made or provided by Customer, AT&T will promptly notify Customer, in writing, of such errors and omissions.

**10. Storage of Equipment**

AT&T and/or its designated subcontractors may store a reasonable amount of Equipment, materials, tools, and other items necessary for the performance of the Services on a Site or in such other secure location(s) as Customer may designate, at no charge. Customer will take reasonable precautions to protect and maintain the integrity of any such items and will accept delivery of any such items delivered to Customer's Site when AT&T personnel are not available to accept delivery and place or direct the placement of such items on the Site or other secure location(s). In the event Customer accepts delivery of any items under this Pricing Schedule, Customer will promptly notify AT&T of the delivery and location of the items delivered.

**11. Amendments; Termination**

Customer will be charged for any additions, deletions, or changes ("Change") in the Equipment and/or Services. If Customer desires a Change, Customer will notify AT&T by written request, and AT&T will provide Customer a revised Bill of Materials and/or Statement of Work reflecting the Equipment, Service and price changes shipping dates,



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Cutover dates, and other terms. Any increase or decrease in the price occasioned by a Change will be added to/subtracted from the amount of Customer's invoice. After the Effective Date of this Pricing Schedule, any changes to an Order or SOW requested by Customer will be processed as a "Change Order". If AT&T does not receive the executed change documents within 30 (thirty) days, no changes will be made to the original document. This Pricing Schedule may be amended or modified only by written instrument signed by an authorized representative of each party.

If Customer changes the work schedule in a SOW or if compliance with such schedule becomes impractical, due to no fault of AT&T, AT&T reserves the right to reevaluate and amend the pricing for Equipment and Services or to submit change notice for any additional costs incurred as a consequence of such changes.

Either party may terminate this Agreement in whole or in part by giving the other party at least thirty (30) days' prior written notice. Either Party may terminate an Order or Change Order by giving the other Party written notice prior to Cutover. In the event Customer terminates an Order or Change Order: (i) prior to the date of delivery of any Equipment, Customer shall pay as a cancellation fee, and not as a penalty, an amount equal to twenty percent (20%) of the total purchase price of the Equipment cancelled (and once Equipment is delivered to Customer, the relevant Order(s) may not be cancelled); and (ii) Customer shall be liable for an amount equal to fifty percent (50%) of the fees for Services for the remaining term of this Pricing Schedule (or any applicable Order) plus any non-recoverable costs including, but not limited to, amounts incurred by AT&T in connection with the provisioning of cancelled Equipment and Services. Upon termination, Customer agrees to pay all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any costs or expenses (including restocking fees) incurred by AT&T in connection with the performance of the Order. In the event the Customer terminates an Order or Change Order prior to Cutover, the Customer shall be liable for all expenses incurred by AT&T under that Order or Change. Upon termination, Customer agrees to pay AT&T all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any nonrecoverable restocking fees or other costs incurred by AT&T. Such payment will constitute a full and complete discharge of Customer's payment obligations. Termination will also constitute a full and complete discharge of AT&T's obligations. Any Order in progress or requested prior to the termination of this Pricing Schedule will be completed and Customer agree to pay AT&T for the Services performed and/or any Equipment delivered or installed under the Order.

Customer will only be liable for the charges incurred in connection with termination as described in this Section 11. Customer shall not be responsible for any other termination charges specified in the Master Agreement.

## **12. Termination of Purchase Order; Suspension of Service**

Except as otherwise expressly provided in this Pricing Schedule, Order(s) may not be terminated, suspended or canceled unless: a) the other party is in material breach of or default under such Order, and such breach or default continues for a period of thirty (30) days after the

giving of written notice by the party not in breach or default; or b) any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an order, ruling, regulation, directive, decree or judgment which restricts or prohibits either party from continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under such Order or this Agreement.

## **13. General Provisions**

AT&T is entitled to increased compensation and/or time for completion where AT&T encounters concealed physical conditions which differ materially from those indicated in any documents provided under this Agreement or otherwise represented by Customer, or latent physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent in the installation and/or maintenance activities contemplated by this Pricing Schedule, where such conditions would materially interfere with, delay or increase cost of performance under this Pricing Schedule.

All intellectual property in all Services and Equipment shall be the sole and exclusive property of AT&T or its suppliers.

### **Attachments:**

- |   |                          |
|---|--------------------------|
| 1. Statements of Work e.g. SOW, SCOW, FIG       | <input type="checkbox"/> |
| 2. Bill of Materials for Equipment and Services | <input type="checkbox"/> |
| 3. Invoicing Schedule and Payment Terms         | <input type="checkbox"/> |
| 4. Implementation Timeline                      | <input type="checkbox"/> |
| 5. Certificate of Acceptance                    | <input type="checkbox"/> |
| 6. Other: [            ]                        | <input type="checkbox"/> |