

RESOLUTION NO. 2020-102

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, WAIVING COMPETITIVE BIDDING REQUIREMENTS TO AWARD A CONTRACT TO AT&T CORPORATION, FOR THE UPGRADE OF THE 911 PRIMARY CENTER PHONE SYSTEM, WHICH INCLUDES WITHOUT LIMITATION, HARDWARE AND SOFTWARE INSTALLATION, CONFIGURATION, TRAINING, MAINTENANCE AND SUPPORT, FOR A TERM OF FIVE YEARS; AUTHORIZING THE EXPENDITURE OF THE SUM OF \$241,750.00 FOR THE FIRST YEAR, AND \$90,936.00 FOR EACH SUBSEQUENT YEAR, PAYABLE IN MONTHLY INSTALLMENTS, FOR A TOTAL PROJECT AMOUNT NOT TO EXCEED \$605,494.00, FOR SERVICES RENDERED PURSUANT TO THE SCOPE OF WORK AND PRICING SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1", AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN MASTER SERVICES AGREEMENT No. 153555UA; AND FURTHER AUTHORIZING THE MAYOR AND THE CITY CLERK, ON BEHALF OF THE CITY TO EXECUTE THE SCOPE OF WORK AND PRICING SCHEDULE ATTACHED HERETO AS EXHIBIT "1"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about May 27, 2016, the City of Hialeah entered into Master Services Agreement No. 153555UA with AT&T Corporation, for the maintenance and support of the City's current 911 Primary Center Phone System; and

WHEREAS, pursuant to Section 2-816 of the City of Hialeah Code of Ordinances, the City Council may waive competitive bidding, if not inconsistent with state law, when it finds that it is impracticable or not advantageous to the City to utilize competitive bidding; and

WHEREAS, it is advantageous to the City to award this contract to AT&T Corporation, the vendor most familiar with our current 911 Primary Center Phone System and local needs, as it is the vendor currently supporting and maintaining the City's 911 System, with the proven experience, capacity and knowledge of 911 system design, and layout; and

WHEREAS, AT&T Corporation is also the 911 Local Network provider, 911 Data Services provider, Local Dial-Tone provider, and 911 Services provider in the South Florida area;

WHEREAS, AT&T Corporation has agreed to upgrade the City's 911 Primary Center Phone System, which includes without limitation, hardware and software installation, configuration, training, maintenance and support, for a term of five years, for compensation in an amount not to exceed \$605,494.00, which includes the sum of \$241,750.00 for the first year,

and \$90,936.00 for each subsequent year, payable in monthly installments, as more specifically provided for in the Scope of Work and Pricing Schedule, attached hereto as Exhibit "1", under the terms and conditions included in the Master Services Agreement No. 153555UA; and

WHEREAS, the City Council finds it is in the best interest of the City to award this contract to AT&T Corporation to efficiently and successfully upgrade the City's 911 Primary Center Phone System, which will allow enhanced communication between the public and 911, improve response times by limiting delays and misdirected calls, improve information accuracy, and provide more reliable public service, while managing resources effectively and maximizing the City's capability to protect the public's health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby waives competitive bidding requirements to award a contract to AT&T Corporation, for the upgrade of the 911 Primary Center Phone System, which includes without limitation, hardware and software installation, configuration, training, maintenance and support, for a term of five years.

Section 3. The City of Hialeah, Florida hereby authorizes the expenditure of the sum \$241,750.00 for the first year, and \$90,936.00 for each subsequent year, payable in monthly installments, for a total project amount not to exceed \$605,494.00, for services rendered pursuant to the Scope of Work and Pricing Schedule attached hereto and made a part hereof as Exhibit "1", and in accordance with the terms and conditions set forth in Master Services Agreement No. 153555UA.

Section 4. The City of Hialeah, Florida hereby authorizes the Mayor and City Clerk, on behalf of the City, to execute the Scope of Work and Pricing Schedule attached hereto as Exhibit "1". The City Council hereby approves, adopts and ratifies all prior actions, approvals,

payments and other actions whatsoever taken by the Mayor, or his designee, on behalf of the City in the performance of this agreement.

Section 5: This resolution shall become effective when approved by majority vote of the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

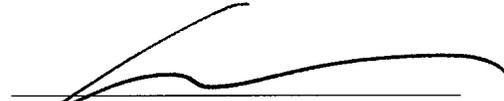
PASSED AND ADOPTED this 11 day of August, 2020.


Oscar De la Rosa
Council Vice-President

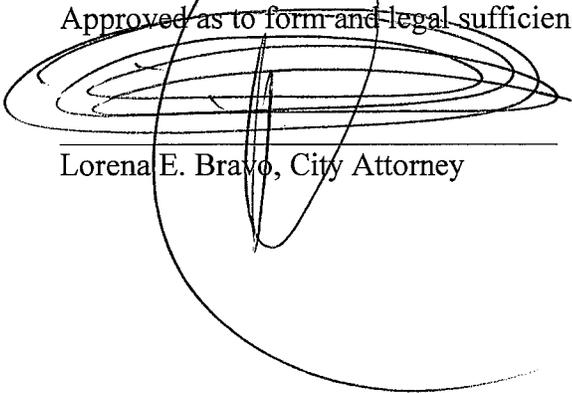
Attest:

Approved on this 25 day of August, 2020.


Marbelys Fatjo, City Clerk


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


Lorena E. Bravo, City Attorney

Resolution was adopted by 6-0-1 vote with Councilmembers, Cue-Fuente, De la Rosa, Garcia-Roves, Perez, Tundidor, and Zogby, voting "Yes" and with Council President Hernandez absent.



Pricing Schedule

Case Number FL20-0543-00

AT&T MA Reference No. 153555UA

| | |
|--|--|
| Customer City of Hialeah Street Address: 501 Palm Avenue 2nd Floor City: Hialeah State/Province: FL Zip Code: 33010- Country: USA | AT&T The applicable AT&T ILEC Service-Providing Affiliate |
| Customer Contact (for notices) | AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary Contact AT&T |
| Name: Ricardo Suarez Title: Chief Information Officer Street Address: 501 Palm Avenue 2nd Floor City: Hialeah State/Province: FL Zip Code: 33010- Country: USA Telephone: 305-883-8051 Fax: - - Email: rsuarez@hialeahFL.GOV Customer Account Number or Master Account Number: | Name: Darren Light Street Address: 11760 US Hwy 1 City: North Palm Beach State/Province: FL Zip Code: 33408- Country: USA Telephone: 407-456-1643 Fax: - - Email: dl4389@att.com Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com |

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Please sign by 10/2/2020.

| | |
|---|---|
| Customer (by its authorized representative) | AT&T (by its authorized representative) |
| By: | By: |
| Name: Carlos Hernandez | Name: |
| Title: Mayor | Title: |
| Date: | Date: |





Pricing Schedule

Case Number FL20-0543-00
Option 1 of 1

This Pricing Schedule provides a one-time charge for purchase and installation of E911 Public Safety Answering Point (PSAP) equipment and software. The monthly rate for maintenance is also provided.

This Agreement is for sixty (60) months. The service interval will be negotiated.

Upon mutual agreement of the parties, Customer may renew this Agreement to provide for an upgrade of the E911 equipment/service. An Upgrade is defined as a replacement of existing equipment to available newer technology at the time of the request.



Pricing Schedule

Case Number FL20-0543-00
Option 1 of 1

RATES AND CHARGES

| | <u>Rate Elements</u> | <u>Non-Recurring</u> | <u>Monthly Rate</u> | <u>USOC</u> |
|---|--|----------------------|---------------------|-------------|
| 1 | Infrastructure Capitalization Charge-Equipment | \$100.00 | \$.00 | WEENW |
| 2 | Infrastructure Capitalization Charge-Professional Services | \$100.00 | \$.00 | WEENY |
| 3 | E911 Equipment | \$93,621.00 | \$1,785.00 | WXX3D |
| 4 | Software | \$8,616.00 | \$167.00 | WXX3E |
| 5 | Hardware Maintenance | \$.00 | \$625.00 | WXX3F |
| 6 | Software Maintenance | \$.00 | \$440.00 | WXX3G |
| 7 | Help Desk | \$.00 | \$867.00 | WXX3H |
| 8 | SMA/Evergreen | \$.00 | \$2,709.00 | WXX3J |



Pricing Schedule

Case Number FL20-0543-00
Option 1 of 1

RATES AND CHARGES

| | | | | |
|----|--|-------------|----------|-------|
| 9 | Installation | \$36,799.00 | \$711.00 | WXX3K |
| 10 | Training | \$11,578.00 | \$224.00 | WXX3L |
| 11 | Infrastructure Capitalization Charge- Equipment | \$0.00 | \$25.00 | WXX97 |
| 12 | Infrastructure Capitalization Charge- Professional Services | \$0.00 | \$25.00 | WXX98 |



Pricing Schedule

Case Number FL20-0543-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. The Customer must subscribe to additional elements set forth in this Agreement within the first twelve (12) months of acceptance of the Agreement. The addition of elements after the initial twelve (12) month period will require a new Special Service Arrangement.
2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.
3. This Agreement does not cover the following:
 - damages caused by disasters such as fire, flood, wind, lightning or earthquake.
 - damages caused by unauthorized disconnects or de-powering of the equipment.
 - damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
 - damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
 - damage during shipment other than original shipment to the Customer.
 - damage caused by consumables or spilled liquids, impact with other objects.
 - damage caused by any other abuse, misuse, mishandling, misapplication.
 - damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 4 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.
5. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.
6. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

7. SPECIAL TERMS AND CONDITIONS FOR PSAP – LAN CONFIGURATIONS OR INSTALLATIONS

CUSTOMER WARRANTS TO AT&T AND ALL 911 EMERGENCY SERVICE USERS THAT THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER, OR PREVIOUSLY SUPPLIED BY AT&T, IS NOT CONNECTED AND WILL NOT BE CONNECTED TO ANY LOCAL AREA NETWORK ("LAN") OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CRIME INFORMATION CENTER NETWORK ("CIC") OR SIMILAR NETWORK; PROVIDED, HOWEVER, THAT CUSTOMER MAY CONNECT SAID EQUIPMENT AND/OR SERVICES TO THE CIC OR SIMILAR NETWORK IF AND ONLY IF SUCH CONNECTION IS EXPRESSLY APPROVED IN WRITING BY AT&T, WHICH APPROVAL SHALL BE IN AT&T'S SOLE DISCRETION. AT&T RELIES ON THIS REPRESENTATION BY CUSTOMER IN AGREEING TO INSTALL AND/OR MAINTAIN SAID EQUIPMENT AND ALL SERVICES THEREON.

AT&T MAINTAINS A STRICT POLICY ("PSAP NETWORK SECURITY POLICY") THAT IT WILL INSTALL 911 EQUIPMENT ONLY IN A SECURE PSAP LAN, AND ONLY WHERE SUCH LANS ARE NOT CONNECTED TO ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL. AT&T WILL NOT INSTALL OR TERMINATE A PSAP LAN TO A FIREWALL. AT&T WILL IDENTIFY THE DEMARCATION POINT FOR THE PSAP LAN,



Pricing Schedule

Case Number FL20-0543-00
Option 1 of 1

BEYOND WHICH CUSTOMER AGREES THAT AT&T IS NOT RESPONSIBLE. IN THE EVENT CUSTOMER CONNECTS ITS PSAP LAN TO ANY OTHER COMPUTER NETWORK, CONTRARY TO AT&T'S EXPRESS PSAP NETWORK SECURITY POLICY (WHICH CUSTOMER ACKNOWLEDGES IT HAS RECEIVED AND READ), AND THE PSAP LAN IS INFECTED OR DAMAGED AS A RESULT OF SUCH ACTIONS, THEN ALL WARRANTIES, AND MAINTENANCE AND SERVICE PROVISIONS OF THIS AGREEMENT SHALL BE NULL AND VOID AND AT&T DISCLAIMS ANY LIABILITY WHATSOEVER RELATING TO ANY PSAP LAN WHICH CUSTOMER OR ITS AGENTS CONNECT TO ANY OTHER COMPUTER NETWORK CONTRARY TO THE PSAP NETWORK SECURITY POLICY.

UNDER SUCH CIRCUMSTANCES, AT&T WILL PROVIDE REPAIR SERVICES FOR THE PSAP LAN AT CUSTOMER'S REQUEST, WHICH WILL BE BILLED ON A TIME AND MATERIALS BASIS AT AT&T'S THEN-PREVAILING SERVICES RATES. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD AT&T HARMLESS FOR ANY DAMAGES TO OR CLAIMS BY ANY THIRD PARTY AGAINST AT&T WHICH ARISE IN WHOLE OR IN PART FROM CUSTOMER'S CONNECTION OF THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER TO ANY LAN OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CIC.

8. In the event that all or any part of this Agreement is terminated at the Customer's request prior to the expiration of the Agreement term, the Customer will be required to pay the applicable termination charge as stated in this Agreement. The Agreement provisions concerning termination liability shall be inapplicable to any state, county, parish, or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

1. a statute;
2. an ordinance;
3. a policy directive; or
4. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Absent any official statute, ordinance, policy directive, or constitutional provision, the Customer shall be responsible for the termination charge.

All trademarks or service marks contained herein are the property of the respective owners.

END OF ARRANGEMENT AGREEMENT OPTION 1