



HAYWOOD COUNTY BOARD OF COMMISSIONERS

AGENDA REQUEST

***Must be presented to the County Manager's Office
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING***

DATE OF REQUEST: 11/04/2015

FROM: Chanda Morgan, EOC Supervisor, Jeff Haynes, Chief Deputy, and Julie Davis, Finance Director

MEETING DATE REQUESTED: 11/16/2015

SUBJECT: 911 Call taking system for new facility and upgrade to back up system to provide redundancy.

REQUEST: Approval of Resolution for the purchase of the main site CPE (customer premise equipment) and the backup site CPE upgrades, along with the charge for vendor support for both the main site and backup site, as well as the Centurian support for both sites, through the exception provided in the N.C.G.S. 143-129(e)(6) (iii).

BACKGROUND: The Haywood County E-911 department applied for, and received, a grant of \$2.7 million from the state 911 PSAP board. The call taking equipment costs came in higher than expected and, because of that, as well as the fact that this CPE is considered to be a qualifying expense of the use of the annual E-911 funding to the county, this amount was budgeted to be paid from the fund balance in the E-911 fund, outside of the grant.

The county is currently in the second year of a 5 year contract with Century Link for equipping and supporting the 911 call center. Purchasing equipment that is compatible with what we already have on hand is expected to save money and provide uninterrupted 9-E-911 service to the county citizens.

IMPLEMENTATION PLAN: In conjunction with the construction project, the equipment will be placed into the new facility and the current equipment will be upgraded.

FINANCIAL IMPACT STATEMENT: The total cost for the new main site equipment, upgrades to the current site, related vendor support and maintenance, as well as back maintenance due totals \$759,608. An amount of \$575,477 in the project and \$46,000 within the E-911 fund has been set aside for this purchase. A budget amendment for the difference of \$138,131 will need to be approved. There will be no General Fund revenues used to cover this expense.

PERSON MAKING PRESENTATION AT MEETING: Jeff Haynes

TITLE: Chief

PHONE NUMBER: 356-2851

E-MAIL: jhaynes@haywoodnc.net

BOARD OF COMMISSIONERS

MARK S. SWANGER, CHAIRMAN
J. W. "KIRK" KIRKPATRICK, III, VICE CHAIRMAN
L. KEVIN ENSLEY
BILL L. UPTON
MICHAEL T. SORRELLS



COUNTY MANAGER
IRA DOVE

COUNTY ATTORNEY
LEON M. KILLIAN, III

**RESOLUTION OF THE COUNTY OF HAYWOOD
AUTHORIZING THE PURCHASE OF CERTAIN INTRADO VIPER CALL-TAKING (911) EQUIPMENT
UTILIZING THE EXCEPTION PROVIDED IN N.C.G.S. 143-129 (e) (6) (iii)
TO STANDARDIZE AND MAINTAIN COMPATIBILITY WITH EXISTING EQUIPMENT**

WHEREAS, N.C.G.S. 143-129 details the procedures for letting of public contracts; and

WHEREAS, N.C.G.S. 143-129 (e) identifies exceptions to those procedures as they relate to procurement contracts; and

WHEREAS, item (6) of N.C.G.S. 143-129 (e) provides that formal bid procedures shall not apply to purchases of apparatus, supplies, materials or equipment when "(iii) standardization or compatibility is the overriding consideration"; and

WHEREAS, the Haywood County EOC/911 has an opportunity to purchase the necessary call taking equipment, that will be paid for from E-911 funds, for the new consolidated 911 Center located in the Law Enforcement Center (LEC); and it has been determined that a standard system that is compatible with the Century Link system that is currently in place in the current EOC is the overriding consideration, and

WHEREAS, it is essential to provide redundancy by upgrading the current Century Link call taking equipment for the current site, and

WHEREAS, Century Link can provide this equipment, upgrade, and maintenance with equipment that will standardize the EOC equipment and allow consistency between locations, which will allow for the current seat licenses to be utilized, and, more importantly, will allow Haywood County to stay fully operational providing the citizens of Haywood County 911 services during the transition from the current location to the new location at the LEC.

NOW, THEREFORE, BE IT RESOLVED that the Haywood County Board of Commissioners, in general session on November 16, 2015, hereby authorizes the EOC staff of Haywood County to purchase equipment from CenturyLink, per the quotes provided, as permitted under N.C.G.S. 143-129 (e) (6) exception for equipment standardization and compatibility.

ADOPTED this 16th day of November 2015.

Mark S. Swanger, Chairman
Haywood County Board of Commissioners

ATTEST:

Ira L. Dove, County Manager
Clerk to the Board of Commissioners

Products and Services Agreement

This Products and Services Agreement ("Agreement") between CENTURYLINK SALES SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and HAYWOOD COUNTY ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

1. **PRODUCTS.** CenturyLink will sell to Customer the Products listed on the Products List, attached and incorporated by this reference.
2. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference.
3. **TERM.** This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
4. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
5. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
6. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

DECLINE: Customer and CenturyLink acknowledge that CenturyLink offered Customer CenturyLink™ CenturionSM Maintenance Service to support the Products and Customer declined.

CUSTOMER INITIALS _____ CENTURYLINK INITIALS _____

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

HAYWOOD COUNTY

By: _____
Printed: _____
Title: _____
Date: _____

By: _____
Printed: _____
Title: _____
Date: _____

Address for Notices: Sales Administration
665 Lexington Avenue
Mailstop: OHMANB0107
Mansfield, OH 44907

Customer Address: CENTURYLINK 555 LAKE
BORDER DR C/O MONICA
GASKIN
APOPKA, FL 32703-5815

And if related to a dispute to:
CenturyLink
Attn: Legal Department
1801 California Street, #900
Denver, CO 80202
Fax: (888) 778-0054

Address for Notices (if different from above):

Sales Rep: Rob Robinson
Sales Rep Phone: 828-431-7820

PRODUCTS LIST

1. **PRODUCTS.** CenturyLink will provide to Customer those Products identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The entity providing Products to Customer is the applicable CenturyLink local operating company supporting Customer's location. Customer can also locate the name of any CenturyLink local operating company by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. CenturyLink sells Products under the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of specific Products and Services, all as posted at http://about.centurylink.com/legal/rates_conditions.html.

CenturyLink Price Quote Number(s): 15-009844, 15-009844, 15-009844, 15-009844

2. **PRICING.**

- 2.1 **Per Unit Price.** CenturyLink will charge Customer the per unit price listed for each Product described in each Price Quote.
- 2.2 **Non-recurring Charges ("NRCs") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer the NRCs or NRRs listed on each Price Quote, including charges related to CenturyLink labor and shipping of the Products to Customer. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
- 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer related to the Products.
- 2.4 **Additional Payment Requirements.** CenturyLink reserves the right to require Customer's payment of the amounts listed above as described below:

Down Payment Due	0.00%
Amount Due Upon Delivery of Products	0.00%
Amount Due Upon Customer Acceptance of Products	100.00%

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CenturyLink Price Quote Number(s): 15-009844, 15-009844

2. **PRICING.**
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 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs or Local Terms of Service, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence. CenturyLink may modify its Tariffs or Local Terms of Service from time to time.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.



JCW Pricing Tool 6.01

Quote Number# 15-009844

Account Manager: Robert Robinson

Customer Legal Name: Haywood County Customer Billing Name: Haywood County Customer Address: 420 N MAIN ST , WAYNESVILLE, NC 28786 Date Prepared: October 27, 2015 Quote Expires: December 15, 2015 Quote Number: 15-009844				Centurion Maintenance Coverage: <u>Extended</u> Contract Term: 36			
QTY	Item	Total Non-Recurring Price	Annual Price - Year 1	Annual Price - Year 2+	Total Annual Price - Y1	Total Annual Price - Y2+	Total Term Price
	CPE - (Includes Shipping and Misc costs)	\$ 294,157.47			\$ 26,778.68	\$ 53,557.38	\$ 80,336.06
	Labor	\$ 23,467.20					
	On-Site Tech		\$ -	\$ -			
	Vendor Support	\$ 65,400.00	\$ -	\$ -			
Total Prices		\$ 383,024.67	\$ -	\$ -	\$ 26,778.68	\$ 53,557.38	\$ 80,336.06

Prices shown on this page represent recurring and nonrecurring charges for items as described. These prices do not include recurring or nonrecurring charges for taxes, duties, tariffs, or telecommunication services.



JCW Pricing Tool 6.01

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QTY	Item	Total Non-Recurring Price	Annual Price - Year 1	Annual Price - Year 2+	Total Annual Price - Y1	Total Annual Price - Y2+	Total Term Price
	CPE - (Includes Shipping and Misc costs)	\$ 131,415.02			\$ 12,302.73	\$ 24,605.47	\$ 36,908.20
	Labor	\$ 14,420.00					
	On-Site Tech		\$ -	\$ -			
	Vendor Support	\$ 30,533.33	\$ -	\$ -			
Total Prices		\$ 176,368.35	\$ -	\$ -	\$ 12,302.73	\$ 24,605.47	\$ 36,908.20

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AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

HAYWOOD COUNTY

By: _____
 Printed: _____
 Title: _____
 Date: _____

By: _____
 Printed: _____
 Title: _____
 Date: _____

Address for Notices: Sales Administration
 665 Lexington Avenue
 Mailstop: OHMANB0107
 Mansfield, OH 44907

Customer Address: CENTURYLINK 555 LAKE
 BORDER DR C/O MONICA
 GASKIN
 AOPKA, FL 32703-5815

And if related to a dispute to:
 CenturyLink
 Attn: Legal Department
 1801 California Street, #900
 Denver, CO 80202
 Fax: (888) 778-0054

Address for Notices (if different from above):

Sales Rep: Rob Robinson
 Sales Rep Phone: 828-431-7820

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CenturyLink Price Quote Number(s): 15-009843

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CenturyLink Price Quote Number(s): 13-009927, 13-0099274

2. **PRICING.**

2.1 **Monthly Recurring Charges ("MRCs") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.

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3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs or Local Terms of Service, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence. CenturyLink may modify its Tariffs or Local Terms of Service from time to time.

4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.

5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.



JCW Pricing Tool 6.01

Quote Number# 15-009843

Account Manager: Robert Robinson

Customer Legal Name: Haywood County Customer Billing Name: Haywood County Customer Address: 420 N MAIN ST , WAYNESVILLE, NC 28786 Date Prepared: October 27, 2015 Quote Expires: December 15, 2015 Quote Number: 15-009843				Centurion Maintenance Coverage: Contract Term:			
QTY	Item	Total Non-Recurring Price	Annual Price - Year 1	Annual Price - Year 2+	Total Annual Price - Y1	Total Annual Price - Y2+	Total Term Price
	CPE - (Includes Shipping and Misc costs)	\$ -			\$ -	\$ -	\$ -
	Labor	\$ -					
	On-Site Tech		\$ -	\$ -			
	Vendor Support	\$ 37,215.19	\$ -	\$ -			
Total Prices		\$ 37,215.19	\$ -	\$ -	\$ -	\$ -	\$ -

Prices shown on this page represent recurring and nonrecurring charges for items as described. These prices do not include recurring or nonrecurring charges for taxes, duties, tariffs, or telecommunication services.



JCW Pricing Tool 5.34

Quote Number# 13-009927

Account Manager: Lee Canipe

Customer Legal Name: Haywood County Customer Billing Name: Haywood County Customer Address: 420 N MAIN ST , WAYNESVILLE, NC 28786 Date Prepared: October 27, 2015 Quote Expires: December 15, 2015 Quote Number: 13-009927				Centurion Maintenance Coverage: <u>Extended</u> Contract Term: 12			
QTY	Item	Total Non-Recurring Price	Annual Price - Year 1	Annual Price - Year 2+	Total Annual Price - Y1	Total Annual Price - Y2+	Total Term Price
	CPE - (Includes Shipping and Misc costs)	\$ -			\$ 16,994.62	\$ -	\$ 16,994.62
	Labor	\$ 10,153.44					
	On-Site Tech		\$ -	\$ -			
	Vendor Support	\$ 18,607.54	\$ -	\$ -			
Total Prices		\$ 28,760.98	\$ -	\$ -	\$ 16,994.62	\$ -	\$ 16,994.62

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