1	ORDINANCE NO
2	
3	AN ORDINANCE TO DISPENSE WITH THE REQUIREMENT OF
4	COMPETITIVE BIDS AND TO AUTHORIZE AN EXTENSION OF THE
5	SOFTWARE MAINTENANCE AGREEMENT WITH NORTHROP
6	GRUMMAN SYSTEMS CORPORATION, IN AN AMOUNT NOT TO
7	EXCEED ONE HUNDRED EIGHTY-THREE THOUSAND, EIGHT
8	HUNDRED ONE DOLLARS (\$183,801.00), PLUS TAXES, FOR AN
9	ADDITIONAL ONE (1)-YEAR OF EXTENDED SERVICE; TO DECLARE
10	AN EMERGENCY; AND FOR OTHER PURPOSES.
11	AN EMERGENCI, AND FOR OTHER I CRI OSES.
12	WHEREAS, the City uses a CAD/MIS System to manage its 911 Dispatch Operations; and,
13	WHEREAS, the City purchased the software program for this system from PRC Public Sector, Inc.,
14	("PRC") in 1996; and,
15	WHEREAS, PRC was purchased by Northrop Grumman Systems Corporation ("Northrop
16	Grumman") six (6) years ago; and,
17	WHEREAS, the City and Northrop Grumman entered into a five (5)-year Software Maintenance
18	Agreement (the "Agreement") effective December 1, 2009, whereby Northrop Grumman was to provide
19	Altaris Software Maintenance Services for the City's Computer-Aided Dispatch System; and,
20	WHEREAS, on April 1, 2015, the City and Northrop Grumman entered into an extension of the
21	Agreement, which expires on March 31, 2016; and,
22	WHEREAS, because this software is a Northrop Grumman proprietary application, only Northrop
23	Grumman is authorized to provide the necessary updates and maintenance service required to protect
24	against a shut-down of the 911 Dispatch System; and,
25	WHEREAS, the parties now desire to amend the Agreement to extend the term of the Agreement for
26	an additional renewal term of one (1)-year effective April 1, 2016; and,
27	WHEREAS, the Agreement may be terminated at any time by providing a thirty (30)-day written
28	notice of termination; and,
29	WHEREAS, the parties also desire to amend the Price and Payment schedule to the Agreement,
30	Exhibit A, and the on Demand Maintenance Services – ODMS – Exhibit B;
31	NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY
32	OF LITTLE ROCK, ARKANSAS:

1	Section 1. The City Manager is hereby authorized to execute an extension for one (1)-year of	the
2	Agreement with Northrop Grumman Systems Corporation, in a form to be approved by the C	ity
3	Attorney, for Software Maintenance Services for a total amount not to exceed One Hundred Eigh	ıty
4	Three Thousand, Eight Hundred One Dollars (\$183,801.00), plus taxes. The Agreement extens	ior
5	includes an amendment to the Price and Payment schedule to the Agreement, Exhibit A, and	ar
6	amendment to the on Demand Maintenance Services - ODMS - Exhibit B.	
7	Section 2. Because of the need to have periodic software maintenance performed by North	cor
8	Grumman technicians in order to comply with the Northrop Grumman Altaris Software Lice	nse
9	requirements and to protect the computer-aided dispatch system for essential 911 services, the Board	0
10	Directors declares that it is impractical and unfeasible to submit this matter to a competitive bid process	SS
11	and, therefore, waives competitive bidding.	
12	Section 3. Funds for the specific agreement extension authorized by this ordinance are available	ir
13	the Information Technology Department's Annual Operating Budget.	
14	Section 4. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase	, <b>O</b>
15	word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration	O
16	adjudication shall not affect the remaining portions of the ordinance which shall remain in full force a	ınc
17	effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of	the
18	ordinance.	
19	Section 5. Repealer. All ordinances and resolutions, and parts thereof, which are in conflict w	itl'
20	any provision of this ordinance are hereby repealed to the extent of such conflict.	
21	Section 6. Emergency. The need for immediate and uninterrupted software maintenance servi	ces
22	is necessary to protect the City's critical 911 Dispatch System for essential city services, and, therefore	re
23	is crucial to protect the public health, safety and welfare; an emergency is, therefore, declared to ex	cis
24	and this ordinance shall be in full force and effect from and after the date of its passage.	
25	PASSED: March 15, 2016	
26	ATTEST: APPROVED:	
27		
28		-
29	Susan Langley, City Clerk Mark Stodola, Mayor	
30	APPROVED AS TO LEGAL FORM:	
31		
32 33	Thomas M. Carpenter, City Attorney	
34		

## CAD Software Maintenance Agreement Between the City of Little Rock (Customer) and Northrop Grumman Systems Corporation

## PRICE AND PAYMENT SCHEDULE – EXHIBIT A

# April 1, 2016 to March 31, 2017

 NG Altaris Software Maintenance:
 \$76,560.00

 CAD – Police, Fire and EMS
 \$76,560.00

 Oracle
 \$59,776.00

 Escrow
 \$2,814.00

 DBA/SysAdmin Reporting and Patching
 \$44,651.00

 Total Due
 \$183,801.00

# Monthly Payment Schedule

#### DBA/SysAdmin CAD SW & Report & Monthly Due **UpFront Costs** Patching \$69,940.00 \$66,219.08 \$3,720.92 April-16 \$10,351.00 \$3,720.90 May-16 \$6,630.10 \$10,351.00 \$6,630.10 \$3,720.90 June-16 \$6,630.10 \$3,720.90 \$10,351.00 July-16 \$3,720.90 \$10,351.00 August-16 \$6,630.10 \$3,720.90 \$10,351.00 \$6,630.10 September-16 \$3,720.90 \$10,351.00 \$6,630.10 October-16 \$6,630.10 \$3,720.90 \$10,351.00 November-16 \$10,351.00 December-16 \$6,630.10 \$3,720.90 \$6,630.10 \$3,720.90 \$10,351.00 January-17 February-17 \$6,630.10 \$3,720.90 \$10,351.00 \$3,720.90 \$10,351.00 March-17 \$6,630.10 \$139,150.18 \$44,650.82 \$183,801.00 Total Due

· Please note first month includes upfront cost for Oracle, Escrow, and HCL.

## CAD Software Maintenance Agreement Between the City of Little Rock (Customer) and Northrop Grumman Systems Corporation

## 2. ON DEMAND MAINTENANCE SERVICES - ODMS - EXHIBIT B

ODMS is defined as forty (40) contiguous hours of Engineering and Programming labor services off-site for the "Altaris installed system" (System). Services to be performed by the Engineering and Programming staff are at the discretion of the Customer. It is advisable to transmit to NGC, prior to the NGC Programmer arriving on site, a list of work descriptions desired by the Customer. The ODMS to be performed by the NGC staff will be on a "best effort" basis. If the work is not complete or task finished by the NGC staff at the end of forty (40) hours, the Customer has the option to contract for additional ODMS or have NGC complete the work on a "time and materials" (T&M) basis. The additional ODMS or T&M work will have to be mutually agreed to and scheduled. ODMS work completed by NGC will then be transferred and maintained under the Master Maintenance Agreement.

The current rate for ODMS work is \$11,904 for a forty (40) hour block plus expenses. Customer has the option to have NGC staff on site. Travel is not included in the rates as defined as above. Travel shall be billed at cost plus 10%. NGC will provide a separate quote for each unit of ODMS requested.