



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/27/12		
Department:		Public Safety Communications		
Department Head		Ron Timmons		
Agenda Coordinator (include phone #): Sharron Mason - Ext. 7247				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas and Alcatel-Lucent USA, Inc., a sole source provider, to purchase services and products related to the Phase 7 upgrade and replacement of the existing microwave radio system in the amount of \$677,448.10; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,138,431	4,911,349	0	7,049,780
Encumbered/Expended Amount	-2,138,431	-449,952	0	-2,588,383
This Item	0	-677,448	0	-677,448
BALANCE	0	3,783,949	0	3,783,949
FUND(S): TECHNOLOGY IMPROVEMENTS				
<p>COMMENTS: Funds are available from the 2008 and 2009 sales of Tax Notes and 2010 sale of Certificates of Obligations. This item, in the amount of \$677,448, will leave a current year balance of \$3,783,949 for the microwave upgrade and radio and infrastructure replacement components of the Radio System Infrastructure Replacement project (project #'s 94204 and 94205).</p>				
<p>STRATEGIC PLAN GOAL: Hardware and software upgrades for the Radio System Infrastructure Replacement project relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff requests Council approval to purchase services and products related to the Phase 7 upgrade and replacement of the existing microwave radio system in the amount of \$677,448.10. City of Plano assigned Contract No. 2009-187-C.</p>				
List of Supporting Documents: Award Recommendation Memo, Resolution and Contract			Other Departments, Boards, Commissions or Agencies NA	



Date: 8/14/12

To: Sharron Mason, Purchasing

From: Jim Raney, PSC on behalf of Ron Goldsmith

Ref: Sole Source purchase Recommendation Memo

Public Safety Communications recommends the purchase from Alcatel-Lucent USA, Inc. of services and products related to the Phase 7 upgrade and replacement of the existing microwave radio system.

This agreement allows Alcatel-Lucent USA, Inc. to upgrade the existing system and reuse specific elements of the original design to minimize costs while maintaining the reliability level of the original system. The technical expertise required to achieve the project design is only available through Alcatel-Lucent USA, Inc. thereby constituting a sole source supplier. This upgrade will expand our existing bandwidth and provide more reliability for Police and Fire communications in the field.

Failure to approve this contract could result in hardware and software reliability issues in the microwave system resulting in poor communications and reliability for fire and police. These services are essential to the support of the City of Plano P25 radio system.

Alcatel-Lucent USA, Inc. is the sole source provider of these services and products for our microwave radio system.

The cost of these services is \$677,448.00 and funded from the CIP Project Funds.

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas and Alcatel-Lucent USA, Inc., a sole source provider, to purchase services and products related to the Phase 7 upgrade and replacement of the existing microwave radio system in the amount of \$677,448.10; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, The Public Safety Communications Department of the City of Plano utilizes a microwave radio system used by the City of Plano; and

WHEREAS, Alcatel-Lucent USA, Inc. is the sole source provider of services and products for the microwave radio system; and

WHEREAS, the City Council has been presented a proposed agreement for products and services related to the Phase 7 upgrade in the microwave radio system, which is incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee shall be authorized to execute it on behalf of the City of Plano.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The City Council hereby finds and determines that Alcatel-Lucent USA, Inc. is the sole source provider for the products and services related to the Phase 7 upgrade to the City's microwave radio system, and is exempt from the competitive bid requirements as provided in the Texas Local Government Code, Section 252.022(a)(7).

Section II. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section III. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section IV. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 27th day of August, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**CONTRACT BY AND BETWEEN CITY OF PLANO, TEXAS AND
ALCATEL-LUCENT USA, INC.
2009-187-C**

THIS CONTRACT is made and entered by and between **ALCATEL-LUCENT USA, INC.**, a Delaware corporation, whose address is 3400 W. Plano Pkwy., Plano, Texas 75075, hereinafter referred to as "Contractor" and the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.
SCOPE OF SERVICES**

The parties agree that Contractor shall perform such services as are further described in the Phase Seven Top Level Statement of Work attached hereto and incorporated herein as **Exhibit "A"**. The parties understand and agree that deviations or modifications in the Statement of Work may be authorized from time to time by City, but said authorization must be made in writing and signed by all parties.

The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Phase Seven Top Level Statement of Work (**Exhibit "A"**);
- (b) Pricing Guide (**Exhibit "B"**);
- (c) Engineering Services (**Exhibit "C"**);
- (d) The Network Diagrams for Pre and Post – Phase 7 Configuration on file with the Public Safety Communication Department of the City of Plano;
- (e) Insurance Requirements (**Exhibit "D"**); and
- (f) Affidavit of No Prohibited Interest (**Exhibit "E"**).

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

**II.
TIME OF COMPLETION**

Contractor agrees and covenants that all work hereunder shall begin upon receipt of the City's purchase order and will be completed by November 16, 2012.

III. WARRANTY

Alcatel-Lucent warrants to City that, for the applicable warranty period set forth herein, (a) Equipment and Software media purchased hereunder and manufactured by Alcatel-Lucent (including those manufactured for Alcatel-Lucent by a contract manufacturer and based on Alcatel-Lucent's specification), under normal use and service, will be free from defects in material and workmanship; (b) Equipment and Software will materially conform to Alcatel-Lucent's specifications in effect on the date of acceptance; and (c) Services will be performed in a professional and workmanlike manner. However, Alcatel-Lucent makes no warranty that any Software will operate uninterrupted or error free. With respect to Products or partial assembly of Products furnished by Alcatel-Lucent but not manufactured by Alcatel-Lucent, Alcatel-Lucent hereby assigns, to the extent permitted, the warranties given to Alcatel-Lucent by its vendors of such items.

The warranty periods applicable to Alcatel-Lucent Equipment and Software are 12 months and 90 days, respectively, other than the Digital Microwave Equipment that has a 36 month warranty. The warranty period for Equipment and Software begins on the date of shipment except if Alcatel-Lucent performs installation Services for any Equipment or Software, in which case the warranty period begins on the date of Acceptance. The warranty period for Services is 30 days from the date of completion.

If any Equipment is not as warranted in this Article, then (a) City shall obtain from Alcatel-Lucent a return authorization number, and return the Equipment at its expense, together with the authorization number and a detailed description of the problem, to Alcatel-Lucent's designated repair facility; and (b) Alcatel-Lucent shall repair or replace the Equipment and return it at Alcatel-Lucent's expense to City's point of shipment. Alcatel-Lucent shall assume the risk of loss or damage to any Equipment returned to Alcatel-Lucent for repair or replacement from receipt thereof until delivery to City's point of shipment. If any Software is not as warranted in this Article, then, upon notice from City, Alcatel-Lucent shall correct the Software by (c) electronic means or (d) delivery to City of suitable media chosen solely by Alcatel-Lucent. If Alcatel-Lucent ascertains that Equipment is not readily returnable for repair, then at its option, Alcatel-Lucent may elect to repair or replace the Equipment at City's site. In such instances, City, at its expense, shall make the Equipment accessible for repair or replacement and shall restore the site after Alcatel-Lucent has completed its repair or replacement. If, Alcatel-Lucent determines that it cannot, in a commercially reasonable manner, (i) repair or replace any Equipment, (ii) correct any Software, or (iii) correct any Services, then Alcatel-Lucent may, in its sole discretion, refund to City the Price of the Product or Services, less a reasonable adjustment for beneficial use. In repairing or replacing any Equipment, part of Equipment, or Software medium under this warranty, Alcatel-Lucent may use new, remanufactured, reconditioned, refurbished, or functionally equivalent Equipment, parts of Equipment, or Software medium. For any Equipment or parts thereof repaired, replaced or corrected under this Article, the warranty period applicable to the Equipment will continue for the longer of (i) the remainder of the original warranty period or (ii) 90 days after the date of shipment of the repaired or replaced Equipment. The warranty period for the corrected Software via fixes and/or patches will be the remaining period of the original warranty period.

Notwithstanding any provision of this Agreement to the contrary, Alcatel-Lucent has no obligation to repair or replace any Equipment, correct any Software, or correct any Services if (a) the Product or any Software has been modified, repaired or reworked by anyone other than Alcatel-Lucent; or (b) the defect is the result of (i) any improper storage, handling or use by anyone other than Alcatel-Lucent, (ii) failure to provide a suitable climatic environment, (iii) operator error, (iv) improper installation of Equipment by anyone other than Alcatel-Lucent, (v) use in a manner not in accordance with the Documentation, (vi) failure to implement any new releases or update to the Software, (vii) any use of the Product in conjunction with another non-Alcatel-Lucent product (except to the extent provided in the Documentation), (viii) consumable items, including fuses, light bulbs, motor brushes and the like, (ix) Products which have had their serial numbers or month and year of manufacture removed, altered, defaced, or deleted, or (x) any damage by power failure, fire, explosion or any act of God or other cause beyond Alcatel-Lucent's control. The warranties set forth in this Article are nontransferable.

Warranty does not include: Alcatel-Lucent assisting in diagnostic efforts; access to Alcatel-Lucent's technical support web sites, databases, or tools; Product integration; on-site assistance; or Documentation updates. These Services are available during and after the warranty period at Alcatel-Lucent's published prices.

EXCEPT AS PROVIDED OTHERWISE HEREIN, THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE FOR PRODUCTS AND SERVICES IS THE EXCLUSIVE WARRANTY. ALCATEL-LUCENT DISCLAIMS ALL OTHER WARRANTIES IMPLIED OR STATUTORY INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE REMEDY PROVIDED UNDER THIS SECTION THIS IS CITY'S EXCLUSIVE REMEDY FOR FAILURE OF PRODUCTS OR SERVICES TO CONFORM TO THE WARRANTY.

IV. PAYMENT

Total compensation for Contractor's work on the Project shall be in an amount not to exceed the sum of **SIX HUNDRED SEVENTY SEVEN THOUSAND FOUR HUNDRED FORTY EIGHT AND 10/100 DOLLARS (\$677,448.10)** as set out in **Exhibit "B"**.

All payments for goods and services will be processed within 30 days after the goods are provided, the services completed, or a correct invoice is received, whichever is later, in accordance with the Texas "prompt payment law," set forth in Texas Government Code chapter 2251. The Parties agree that no prompt or early payment discount is applicable to the total compensation for Contractor's work on the project.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end

of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

V.

PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to section **VII. INDEMNIFICATION** and section **XIII. COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

VI.

LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

VII.

INDEMNIFICATION

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT) OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE

SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

IN ADDITION TO CONTRACTOR'S INTELLECUTAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR'S OPINION IS LIKELY TO OCCUR, CONTRACTOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT CITY A REIMBURSEMENT FOR THE PRODUCT. CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

THE INTELLECTUAL PROPERTY INFRINGEMENT IDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PARTY. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR PURSUANT TO PARAGRAPH 3 IN THE HEREIN INDEMNIFICATION SECTION.

**VIII.
LIMITATION OF LIABILITY**

Alcatel-Lucent and City acknowledge that they have negotiated the Price (among other things) in consideration of their agreement to limit certain of Alcatel-Lucent's liabilities. In no event is Alcatel-Lucent or any of its suppliers or licensors liable for any indirect, special, exemplary, consequential or incidental damages (including lost profits, lost revenues and other economic losses), however caused and regardless of whether such damages are foreseeable or whether Alcatel-Lucent has been advised of their possibility.

Except for a claim for personal injury, loss of life and/or property damage caused in whole or in part, directly or indirectly by Alcatel-Lucent, Alcatel-Lucent's liability will be limited to actual damages. **ALCATEL-LUCENT'S CUMULATIVE LIABILITY FOR ALL CLAIMS, LOSSES, DAMAGES AND EXPENSES, EXCEPT FOR CLAIMS FOR PERSONAL INJURY, LOSS OF LIFE AND/OR PROPERTY DAMAGE, OF CITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THREE TIMES THE CONTRACT VALUE.**

**IX.
INSTALLATION, VERIFICATION AND ACCEPTANCE**

If Alcatel-Lucent performs installation Services for any Product, then, upon completion of the installation, Alcatel-Lucent shall perform its acceptance tests for the Product in accordance with the Project Specific Statement of Work, Articles 7.5 HOP Acceptance and 8.0 Acceptance Plan. City may witness these verification tests. When Alcatel-Lucent has completed all of its verification tests for any Product to the satisfaction of Alcatel-Lucent and City, then Alcatel-Lucent shall deliver to City an Equipment and Software Verification certificate. Upon receipt of this certificate, (a) the Product shall be deemed to have been accepted by City, and (b) any failure by Alcatel-Lucent to perform the related installation Services in accordance with this Agreement shall be deemed to have been waived. If City undertakes any commercially beneficial use of any Product prior to the completion of Alcatel-Lucent's verification tests, then (a) the Product shall be deemed to have been accepted by City, and (b) the failure by Alcatel-Lucent to perform the related installation Services in accordance with this Agreement shall be deemed to have been waived.

If Alcatel-Lucent does not perform installation Services for any Product, then the Product shall be deemed to have been accepted by City when the related risk of loss or damage passes to City under this Agreement.

Documentation shall be deemed to have been accepted by City when the related risk of loss or damage passes to City under this Agreement.

**X.
SOFTWARE**

Upon delivery of any Software, Alcatel-Lucent grants to The City, and The City accepts, a nonexclusive, nontransferable license to use the portions of the Software (including any methods or concepts utilized therein) for which activation has been authorized by Alcatel-Lucent, solely on or with a single unit or arrangement of Equipment for which the Software was delivered. The City may make one copy of any Software for backup and archival purposes if the copy contains all of the Alcatel-Lucent proprietary notices contained in the original Software. All copies of all Software shall be Confidential Information. If Alcatel-Lucent modifies, updates or replaces any Software, or if The City discontinues the use of any Product, then, within 30 days thereafter, The City shall deliver to Alcatel-Lucent, or certify in writing to Alcatel-Lucent the destruction of, all Software superseded or discontinued as a result thereof.

**XI.
CONFIDENTIAL INFORMATION**

If Alcatel-Lucent delivers to City any information or data marked or identified as confidential or proprietary ("Confidential Information") including software, then City shall not: (a) disclose or otherwise make available the Confidential Information to any third party except in accordance with applicable law; (b) modify, copy, transmit, alter, merge, decompile, disassemble, reverse engineer, or adapt any portion of the Confidential Information (except to the extent otherwise expressly permitted by this Agreement), or (c) use the Confidential Information for any purpose except to operate and maintain any Product.

If City delivers to Alcatel-Lucent any information or data marked or identified as confidential or proprietary ("Confidential Information") in connection with operation and/or maintenance of any Product for City, Alcatel agrees to treat the information as confidential or proprietary in accordance with the terms set forth above regarding City treatment of Alcatel-Lucent's Confidential Information.

Subject to notification requirements specified in applicable Public Records or Public Meetings laws, City further agrees that Alcatel-Lucent will be provided with Notice, in the event that release of this Agreement or any Confidential Information has been requested. If a public disclosure of Confidential Information is requested, City shall notify Alcatel-Lucent in writing of such request. Alcatel-Lucent may seek a protective order, at its own expense and in a court of competent jurisdiction. City will reasonably cooperate with Alcatel in such action, but is under no obligation to obtain or seek any court protection.

Notwithstanding any provisions contained in this section, City may disclose Confidential Information in accordance with applicable law.

The rights and obligations under this Article shall survive the expiration of the term or sooner termination of this Agreement.

XII.
DELIVERY AND RISK OF LOSS

Care, custody and control of and risk of loss with respect to the project including responsibility for products and services associated with the scope of work shall remain solely with the Contractor until final acceptance of the project by City.

XIII.
COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and **shall indemnify and save harmless City against any claim related to or arising from the violation of any such laws, ordinances and regulations whether by Contractor, its employees, officers, agents, subcontractors, or representatives.** If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

XIV.
ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

XV.
INDEPENDENT CONTRACTOR

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

XVI.
INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "D"** attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate

verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

**XVII.
HINDRANCES AND DELAYS**

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

**XVIII.
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents it is aware of all applicable laws, City's Charter, and the City's Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest required by City of Plano, as attached and incorporated herein as **Exhibit "E"**.

**XIX.
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XX.
TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

**XXI.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

**XXII.
AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto.

**XXIII.
CONTRACT INTERPRETATION**

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

**XXIV.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XXV.
NOTICES**

Unless notified otherwise in writing, all notices, including notice of disputes, claims and controversies, are required to be given to the parties in writing and delivered in person or sent via certified mail to the other parties at the following respective addresses:

Plano Representative:
City of Plano
Director of Public Safety Communications
P.O. Box 860358
Plano Texas 75086-0358

City agrees that all notices or communications to Contractor permitted or required under this Agreement shall be addressed to Contractor at the following address:

Alcatel-Lucent Representative:
Alcatel-Lucent USA, Inc.
Attn: Patrick Stewart
3400 W. Plano Pkwy.
Plano, Texas 75075

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

**XXVI.
IMMUNITY**

In the execution of this Agreement, City does not waive, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

**XXVII.
DISPUTE RESOLUTION**

In the event of a dispute regarding any aspect of this Agreement, the parties shall refer the dispute to outside non-binding mediation for resolution prior to engaging in litigation. All parties shall share equally in the cost of a certified mediator and each party shall be responsible for their own attorney fees.

**XXVIII.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**XXIX.
GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

**XXX.
COUNTERPARTS**

This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

**XXXI.
EXHIBITS**

Any exhibits to this Agreement are incorporated herein by reference for the purposes wherever reference is made to the same.

**XXXII.
SURVIVAL OF COVENANTS**

Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties; pertaining to a period of time following the termination of this Agreement shall survive termination.

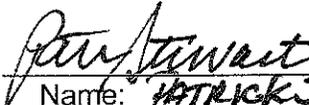
**XXXIII.
EFFECTIVE DATE**

This Contract shall be effective from and after execution by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

ALCATEL-LUCENT USA, INC.

DATE: Aug 1, 2012

By: 
Name: PATRICK STEWART
Title: Contract Management

CITY OF PLANO, TEXAS

DATE: _____

By: _____
BRUCE D. GLASSCOCK
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

PHASE SEVEN NETWORK TOP LEVEL STATEMENT OF WORK

Referenced Documents:

1. Alcatel-Lucent Pricing Summary for City of Plano Phase 7 Network Project
2. Engineering Services Proposal from Alcatel-Lucent IPD Network Design Engineering
3. Network Diagram – Pre-Phase 7 Configuration
4. Network Diagram – Post-Phase 7 Configuration

Major Tasks to be accomplished in Phase 7:

- Microwave Upgrades:
 1. Upgrade Comm Parkway to Ridgeway microwave from 50 Mb/sec to 150 Mb/sec. Upgrade existing 50 MB Ethernet radio to 150 MB Ethernet radio. Test and verify. Includes required test equipment. Replace existing PADX6-65A with new UXA6-W57A RF. Remove abandoned waveguide on horizontal polarity. Modify existing 7705 GigE interface for additional bandwidth.
 2. Upgrade Allen Water Tower to Ridgeview microwave from 50 Mb/sec to 150 Mb/sec. Upgrade existing 50 MB Ethernet radio to 150 MB Ethernet radio. Modify 7750 GigE interface for additional bandwidth. Test and verify. Includes required test equipment. Reuse existing antennas in current configuration.
 3. Upgrade Avenue K to Schoolhouse microwave from 50 Mb/sec to 150 Mb/sec. Test and verify. Includes required test equipment. Reuse existing antenna but install new feedhorn to make the antenna a PAD6-59B. Modify existing 7705 GigE interface for additional bandwidth.
 4. Upgrade Avenue N to Radio Shop microwave from 50 Mb/sec to 150 Mb/sec. Upgrade existing 50 MB Ethernet radio to 150 MB Ethernet radio. Test and verify. Includes required test equipment. Rotate existing feedhorn on Andrew VHLP-2-11 to horizontal polarity. Modify 7750 GigE interface for additional bandwidth.
 5. Upgrade Ave K to Radio Shop microwave from 50 Mb/sec to 2 x 50 Mb/sec. Install new second 50 MB Ethernet radio channel in MDR-8711E-50 "B" side on parallel path with existing 50 MB Ethernet radio. Test and verify. Includes required test equipment. Reuse existing antenna but change polarity to horizontal. Install and provision additional GigE interface on the 7705.
 6. Make Ave N to Ave K microwave hop hot-standby (currently not). Upgrade to hot standby and install and provision additional GigE interface on the 7705. Test and verify. Includes required test equipment. Reuse of existing frequency and existing antenna in current configuration.
 7. Use spares as much as possible on the Avenue N to Avenue K and Avenue N to Ridgeway upgrades.

8. Make Ave N to Ridgeview microwave hop hot-standby (currently not). Upgrade existing AVN-RID MDR-8706E-50 NS to MDR- 8706E-150 HS. Install and provision additional GigE interface on the 7705. Test and verify. Reuse existing antennas in current configuration.
9. Upgrade 5620 SAM to R9.x
 - a. Upgrade memory on Sun server to support 5620 SAM R9.x
 - b. Rebuild 5620 SAM database from scratch with remote support from IPD
10. Upgrade 7705 SAR-8 to R5.x
 - a. Upgrade 12 Nodes: Ave N, Ave K Dispatch, Radio Shop, Schoolhouse, Ridgeview, Comm Parkway, Allen Water Tower, Plano Pkwy, Dog House, Wylie, Murphy Water Tower, and Allen City Hall.
 - b. Upgrades will be done on-site.
11. Purchase 7705 SAR-8 (R5.x) at Avenue K Dispatch
 - a. Installation of new Ave K Tower switch. This new switch duplicates the hardware configuration of the existing Ave K Tower switch.
 - b. Installation and configuration services for VPLS at new Avenue K Tower switch.
 - c. Hot cutover from original 3.0R3 Ave K Tower switch to 5.0 switch.
 - d. Move switch with Ave K Tower CSMs running 3.0R3 to Avenue K Dispatch for installation into the ring (not as a spur).
 - e. Migration and configure services for Ave K Dispatch.
 - f. Identify and migrate circuit drops from Avenue K Tower to Avenue K Dispatch.
 - g. Purchase tech support for new 7705 SAR-8.
12. Provide pricing for Spares so there are two of everything
13. Purchase test equipment

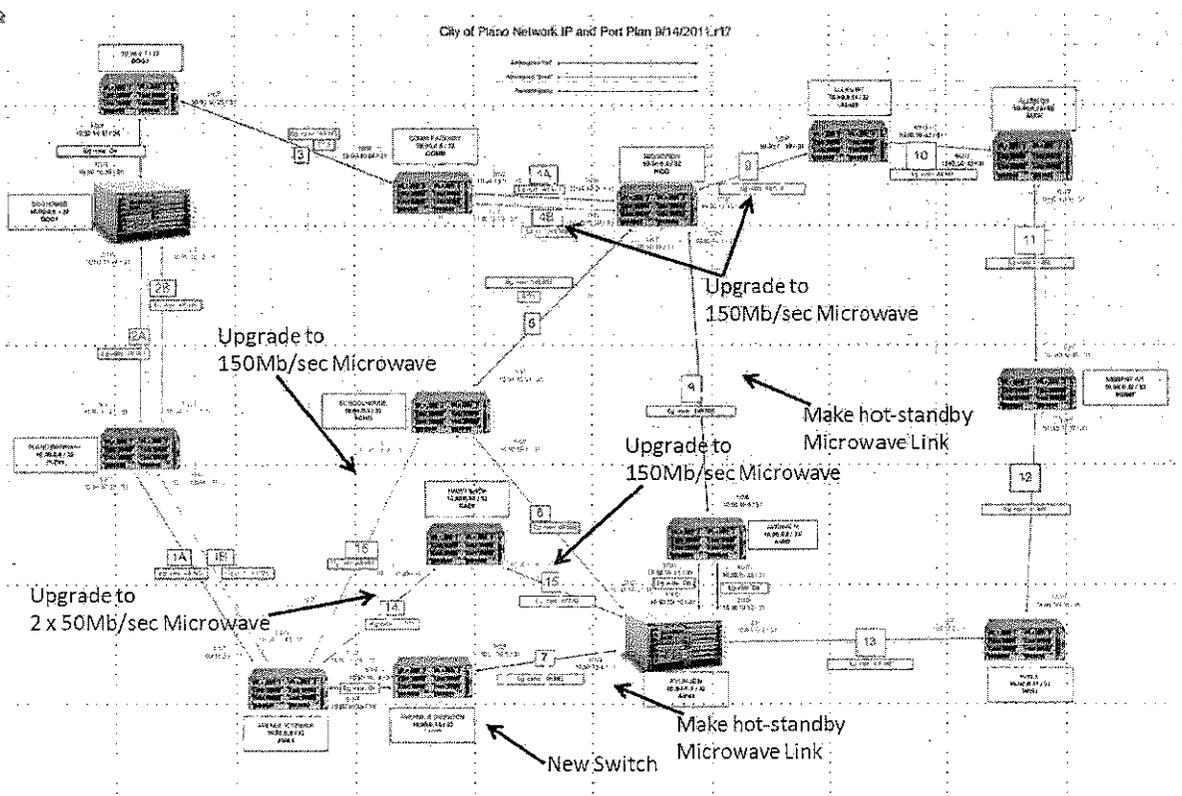


Figure 1 - Major changes in Phase 7



City of Plano
Phase 7

Wade Clark
Account Director, Alcatel-Lucent
Phone Number: (214) 326-3293
wade.clark@alcatel-lucent.com

Phillip Taylor
Sr.Sales Engineer, Alcatel-Lucent
Phone Number: (612) 849-1981
jon.masvga@alcatel-lucent.com

Quote # 11US141114F1

Notes:

1. Equipment lead time is 8 weeks or sooner after receipt of order.
2. This offer is presented per Alcatel-Lucent Standard Terms and Agreement unless covered under a separate purchase agreement between Alcatel-Lucent and the Customer.

City of Plano
 Phase 7
 April 4, 2012
 Quote # 11US141114F1

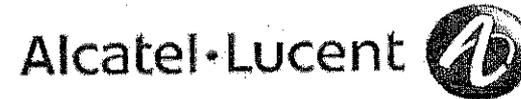


EXHIBIT B
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Pricing Summary

Category	Item Description	Price		
		Year 1	Year 2	Year 3
Microwave				
Microwave Hardware and Software		\$ 228,245.60		
Transmission Engineering Services		\$ 13,542.00		
	Microwave Total:	\$ 241,787.60		
MPLS Routers				
7705 SAR-8 - Ave K Dispatch		\$ 26,852.50		
Ave K - Tower - SFPs		\$ 2,070.00		
	MPLS Router Total:	\$ 28,922.50		
Firmware and Software Upgrades				
5620 SAM Upgrade to R9.x	All Sites	\$ 22,125.00		
7705 SAR-8 Upgrade to R5	All Sites	\$ 4,500.00		
	Firmware and Software Upgrades Total:	\$ 26,625.00		
Project Services				
System Engineering		\$ 4,284.00		
Upgrade AVN1-AVK1 MW to 150 MB assumes reuse of frequency and existing antennas		\$ 5,814.00		
5620 SAM network database upgrade and update configuration		\$ 1,454.00		
MPLS network port, link, IP and MPLS provisioning		\$ 4,207.00		
Upgrade and reconfigure 7705 SAR for link change to Avenue N and add link to Avenue K		\$ 2,104.00		
7705 SAR Installation and Test		\$ 2,907.00		

City of Plano
Phase 7
 April 4, 2012
 Quote # 11US141114F1



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 PAGE 3 OF 22

Upgrade AVK-SCH MW to 150 MB including associated tower work		\$	8,722.00		
TSM Database Update to Match Network Changes		\$	1,454.00		
Install new RAD-AVK MW to 50 MB MDR-8706E including associated tower work		\$	4,361.00		
Upgrade RAD-AVN MW to 150 MB including associated tower work		\$	13,083.00		
Upgrade existing AVN-RID MDR-8706E-NS to MDR-8706E-HS		\$	2,908.00		
Circuit Provisioning and Migration		\$	2,907.00		
Upgrade COM-RID MW to 150 MB including associated tower work		\$	15,989.00		
Sun X4140 memory upgrade to 16 GB		\$	1,698.00		
Upgrade 7750 SAR node from R3 to R5		\$	17,448.00		
System Reroute Testing		\$	2,907.00		
Upgrade ALW-RID MW to 150 MB		\$	5,814.00		
5620 SAM Upgrade - Remote Support	Network Design & Engineering	\$	15,000.00		
Remote Design and Integration Services	Network Design & Engineering	\$	23,800.00		
D&I Project Management (NOT PMO/CFPM)		\$	8,934.00		
Project Management	OI Code: 300295284	\$	8,930.00		
Project Services Total:		\$	154,725.00		
Spares					
7750 and 7705 SAR-8 Spares		\$	86,570.00		
Microwave Spares		\$	25,641.00		

City of Plano
 Phase 7
 April 4, 2012
 Quote # 11US141114F1



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 EXHIBIT

		Spares Total:	\$ 112,211.00		
Test Equipment					
Anritsu MS2723C Spectrum Analyzer			\$ 36,158.00		
Agilent 53147A MW Counter / Power Meter			\$ 41,338.00		
Sunset MTT Basic Color Chassis / Accessories			\$ 37,156.00		
Accessories			\$ 12,650.00		
		Test Equipment Total:	\$ 127,302.00		
Management Adjustment					
One Time Management Adjustment for 7705 SAR-8 upgrades to R5			\$ (14,125.00)		
		1st Year Project Total:	\$	677,448.10	
			Year 1	Year 2	Year 3
Options					

Pricing Notes:

Ordering Instructions: E-Mail PO to ordernow@alcatel-lucent.com and reference the Alcatel-Lucent Quote # on cover sheet.

City of Plano

Phase 7

April 4, 2012

Quote # 11US141114F1



1. The terms and conditions, including planning pricing, of the items provided under this Proposal or subsequent agreements are subject to future negotiations and future agreement on the terms and conditions which would any sale. *There are no penalties, liquidated damages or other remedies associated with changes to the pricing.*
2. Prices are valid for 60 days.
3. This pricing is valid only for the equipment, equipment features, and services explicitly described within this proposal. *Any equipment item, equipment feature, installation item, or service not explicitly described in this bid is not included in this pricing, and any addition of such will require a revised proposal with modified pricing. Please review all sections of this bid carefully for details as to what this proposal includes, and what assumptions have been made.*
4. Pricing is based on attached Scope Of Work, Assumptions, Detailed Equipment List and/or Design Configurations.
5. Taxes, transportation, ancillary material, travel and living expenses are excluded.

EXHIBIT B
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City of Plano
Phase 7
 April 4, 2012
 Quote # 11US141114F1



EXHIBIT B PAGE 6 OF 22

7705 SAR-8 Site Location	16 Port T1	8 Port GE/FE	4 Port DS3	Total I/F Cards	Primary Clock	Secondary Clock	External Clock
Allen Courthouse	1	2		3	1/5/1 Adaptive	shutdown	shutdown
Allen Water Tower	1	2		3	source-port 1/5/1	shutdown	5MHz
Avenue K - Tower Site	1	4		5	1/5/1 Adaptive	shutdown	shutdown
Avenue N	2	2		4	source-port 1/5/9	shutdown	10Mhz
Comm Parkway	1	2	1	4	1/5/1 Adaptive	shutdown	5MHz
Doghouse	2	2		4	source-port 1/5/1	shutdown	5MHz
Murphy Water Tower	1	2		3	1/5/1 Adaptive	shutdown	5MHz
Plano Parkway	1	2		3	1/5/1 Adaptive	shutdown	5MHz
Radio Shop	1	2		3	1/5/1 Adaptive	shutdown	shutdown
Ridgeview	1	3		4	source-port 1/5/1	shutdown	5MHz
Schoolhouse	1	3		4	1/5/1 Adaptive	shutdown	5MHz
Wylie	1	2		3	1/5/1 Adaptive	shutdown	5MHz
Card Totals	14	28	1	43			

Number of 7705 SAR-8s:	12
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Taken from config files provided by Daryl White (DAWCOM) 9/15/2011

7750 SR-7 Site Location	MDA - 7750 10-PT GE MDA-XP SFP
Avenue N	2
Doghouse	2
Spare	1
Number of MDAs:	5

Number of 7750 SR-7s	3
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Taken from config files provided by Daryl White (DAWCOM) 9/15/2011

5620 SAM Licensing*	
Release	8
Platform	Solaris

* see email from Anna Knight 9/29/2011

City of Plano

Phase 7

April 4, 2012

Quote # 11US141114F1



Primary Hostid	17c3bd81
Secondary Hostid	<none>
5620 SAM-E Base Product	1
5620 SAM-A	Yes
5620 SAM-P	Yes
5620 SAM Mobile	Yes
5620 SAM Operator Positions	5
5620 SAM - Ops Included	5
5620 SAM E/A/P - 7750	4
5620 SAM E/A/P - 7705 SAR-8	12
5620 SAM E/A/P - 7705 SAR-8 Card	20
Solaris Version	Solaris 10.0
Hardware Platform Type	Sunfire X4140
Number of Servers	1
Number of CPUs	2
Number of Cores per CPU	4
CPU Speed	2.347 GHz
Memory Size (GB)	8 GB
Disk Size (GB)	146 GB
Number of Disks	4

Purchased under ALU Sales Order Number 4541842800. The server was originally purchased as part of the City of Houston / Greater Harris County project and was turned over to PAWM / City of Plano because it was surplus on the original project.

EXHIBIT B
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City of Plano
Phase 7
April 4, 2012
Quote # 11US141114F1



ALCATEL-LUCENT USA, INC.
3400 W. Plano Pkwy.
Plano, TX 75075

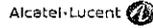
City of Plano
PRICING SUMMARY
Phase 7
Contract # N/A
STARS # 11US141114F1
April 4, 2012

PROJECT EQUIPMENT		
MDR-8000 RADIOS		\$ 228,246
PROJECT EQUIPMENT TOTAL		\$ 228,246

PROJECT SERVICES		
TRANSMISSION ENGINEERING		\$ 13,542
PROJECT SERVICES TOTAL		\$ 13,542

PROJECT SPARES & TEST EQUIPMENT		
RADIO SPARE MODULES MDR-8000		\$ 25,641
PROJECT SPARES TOTAL		\$ 25,641

PROJECT EQUIPMENT, SERVICES, & SPARES TOTAL		\$ 267,429
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ALCATEL-LUCENT USA, INC.
3400 W. Plano Pkwy
Plano, TX 75075

Customer: City of Plano
Project: Phase 7
STARS No: 11051411491
Date: April 4, 2012
Prepared by: Barry Jones
Phone: (972) 477-4351
Email: barry.jones@alcatel-lucent.com

Number of Parts: 7
Number of Sites: 7

B
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Part Number	Description	Unit Price	Quantity	System Line Item Extended	AVE N to RIDGEVIEW Upgrade to HS		AVE N to AVE K Upgrade to 150 MHz vml to HS		AVE N to RADIO SHOP Upgrade to 150 MHz		AVE K to RADIO SHOP Add new 50 MHz Channel		AVE K to SCHOOL HOUSE Upgrade to 150 MHz		RIDGEVIEW to ALLEN BT Upgrade to 150 MHz		RIDGEVIEW to COMBIS PARKWAY Upgrade to 150 MHz			
					Part Number	Description	Unit Price	Quantity	Part Number	Description	Unit Price	Quantity	Part Number	Description	Unit Price	Quantity	Part Number	Description	Unit Price	Quantity
600000001	Frequency Change Kit, Outdoor, 10, 6 GHz	\$488.00	4	\$1,952.00																
600000002	Frequency Change Kit, Outdoor, MS, 12 GHz	\$882.00	6	\$5,292.00																
600000003	Frequency Change Kit, Dual Channel Filter, 12 GHz	\$1,896.00	2	\$3,792.00																
600000004	Outdoor Board & Crystal Assembly	\$188.50	32	\$5,832.00																
600000005	Control Key, 50 Mbps	\$2,684.00	4	\$10,736.00																
600000006	Control Key, 150 Mbps	\$2,478.00	28	\$69,384.00																
600000007	Control Key, 150 Mbps with Ethernet UD module - provides up to 16 DS1s with Ethernet enabled (includes EMS with Remote Provisioning)	\$3,110.00																		
600000008	Power Supply Assy	\$1,410.00	6	\$8,460.00																
600000009	UD Interface, 100 Mbps Ethernet	\$1,890.00	6	\$11,340.00																
600000010	Power Cable, 6'	\$66.60	6	\$399.60																
600000011	Transmitter, 6 GHz	\$17,205.00	1	\$17,205.00																
600000012	Receiver, 6 GHz	\$2,220.00	6	\$13,320.00																
600000013	Transmitter, 10.7-11.7 GHz	\$2,220.00	2	\$4,440.00																
600000014	Receiver, 10.7-11.7 GHz	\$2,405.00	2	\$4,810.00																
600000015	Receiver, 11.2-11.7 GHz	\$2,405.00	2	\$4,810.00																
600000016	Power Amplifier, +22 dBm, 6 GHz	\$2,880.00	2	\$5,760.00																
600000017	Power Amplifier, +23 dBm, 6 GHz	\$3,700.00	2	\$7,400.00																
600000018	Power Amplifier, +23 dBm, 10.7-11.7 GHz	\$2,109.00	1	\$2,109.00																
600000019	Power Amplifier, +23 dBm, 10.7-11.7 GHz	\$2,109.00	1	\$2,109.00																
600000020	Power Amplifier, +23 dBm, 10.7-11.7 GHz	\$4,810.00	2	\$9,620.00																
600000021	Power Amplifier, +23 dBm, 11.2-11.7 GHz	\$4,810.00	1	\$4,810.00																
600000022	SW, 480 Amp, multi-mode, 350 meter	\$629.00	10	\$6,290.00																
600000023	Optical Cable, duplex, LC to LC, 2 meter, multi-mode	\$148.00	1	\$148.00																
600000024	Optical Cable, duplex, LC to LC, 2 meter, multi-mode	\$148.00	6	\$888.00																
600000025	Optical Cable, duplex, LC to LC, 5 meter, multi-mode	\$148.00	2	\$296.00																
600000026	CABLE ASSY*COAX*28mm, SMA STRAIGHT MALE	\$27.00	4	\$108.00																
600000027	CABLE ASSY*COAX*28mm, SMA STRAIGHT MALE	\$40.70																		
600000028	CABLE ASSY*COAX*28mm, SMA STRAIGHT MALE	\$55.50																		
600000029	CABLE ASSY*COAX*28mm, SMA STRAIGHT MALE	\$55.50	4	\$222.00																
600000030	CABLE ASSY*COAX*28mm, SMA STRAIGHT MALE	\$55.50	4	\$222.00																
600000031	SW SWICH	\$29.00	4	\$116.00																
HARDWARE TOTAL					\$253,886.60	\$17,974.60	\$17,974.60	\$25,448.60	\$25,448.60	\$8,964.00	\$8,964.00	\$20,194.60	\$20,194.60	\$12,432.00	\$12,432.00	\$12,987.00	\$12,987.00	\$16,132.00	\$16,132.00	\$25,641.00

City of Plano
 Phase 7
 April 4, 2012
 Quote # 11US141114F1



ALCATEL-LUCENT USA, INC.
 3400 W. Plano Pkwy
 Plano, TX 75075

Customer: City of Plano
Project: Phase 7
STARS No: 11US141114F1
Date: April 4, 2012

EXHIBIT B PAGE 10 OF 22

Part Number	Description	Unit Sell Price	System Quantity Extended	System Line Item Extended
TRANSMISSION ENGINEERING SERVICES				
PATH DESIGN				
SVC-KWIE-ENGR	System Map (1-25 paths) (per Map)	\$100.00	1	\$100.00
SVC-KWIE-ENGR	Path Design (per Path)	\$150.00	5	\$750.00
SVC-KWIE-ENGR	Path Performance Calculations (per Path)	\$150.00	5	\$750.00
U.S. DOMESTIC FREQUENCY SELECTION / COORDINATION				
SVC-KWIE-ENGR	Frequency Selection (per Path)	\$850.00	5	\$4,250.00
SVC-KWIE-ENGR	Normal 30-day Prior Coordination (per System)	\$310.00	1	\$310.00
SVC-KWIE-ENGR	Expedited Prior Coordination (1st path) (per Path)	\$917.00	1	\$917.00
SVC-KWIE-ENGR	Expedited Prior Coordination (2nd path+) (per Path)	\$190.00	4	\$760.00
FCC LICENSE APPLICATION				
SVC-KWIE-ENGR	FCC License Application (Form 601) (per Site)	\$465.00	7	\$3,255.00
TECHNICAL SUPPORT / CONSULTING				
SVC-KWIE-ENGR	Transmission Systems Engineer (per Hour)	\$175.00	14	\$2,450.00
SERVICES TOTAL				\$13,542.00

City of Plano
 Phase 7
 April 4, 2012
 Quote # 11US141114F1



For Avenue K Dispatch Center

EXHIBIT B
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Control and Service Cards		Qty	List Price	Discounted Price	Extended Discounted Price	Power Required per unit (Watts)	Total Power Required (Watts)
3HE02774AA	CONTROL SWITCH MODULE (CSM)	2	\$2,600.00	\$ 1,300.00	\$ 2,600.00	17	34
3HE02778AB	FAN MODULE SAR-8 EXT. TEMP -48VDC	1	\$500.00	\$ 250.00	\$ 250.00	28	28
Interface and Application Cards							
3HE02775AA	16 PORT T1/E1 ASAP CARD	2	\$4,200.00	\$ 2,100.00	\$ 4,200.00	17	34
3HE02776AA	8 PORT GE/FE ETHERNET CARD	4	\$5,200.00	\$ 2,600.00	\$ 10,400.00	20	80
Miscellaneous							
3HE04708AA	CF - 8G COMPACT FLASH	2	\$3,000.00	\$ 1,500.00	\$ 3,000.00		
3HE02784EA	SAR RELEASE 5.0 OS LICENSE	1	\$850.00	\$ 425.00	\$ 425.00		
Panels, Cables and Connectors							
3HE03394AA	32 PORT T1/E1 RJ45 PANEL	1	\$1,000.00	\$ 500.00	\$ 500.00		
3HE03400AA	POWER CABLE (4M)	2	\$150.00	\$ 75.00	\$ 150.00		
3HE00027CA	SFP - GIGE SX - LC ROHS 6/6 DDM -40/85C	8	\$345.00	\$ 172.50	\$ 1,380.00		
3HE03397AA	T1/E1 CABLE FOR DISTRIBUTION PANEL 1M	2	\$200.00	\$ 100.00	\$ 200.00		
Shelves and Switching Fabric							
3HE02773AA	SAR-8 SHELF	1	\$1,000.00	\$ 500.00	\$ 500.00		
5620 SAM Licenses							
3HE03603KA	5620 SAM-E/A/P R9.0 LICENSE-7705 SAR-8	1	\$ 2,475.00	\$ 1,237.50	\$ 1,237.50		
3HE03605KA	5620 SAM-EAP R9 ADDL-7705 SAR-8/18 CARDS	4	\$ 425.00	\$ 212.50	\$ 850.00		
AC Power Converter							
3HE05838AA	250W 120/240V AC power converter	2	\$ 860.00	\$ 430.00	\$ 860.00		
3HE05837AA	7705 AC power converter pigtail - D-sub	2	\$ 300.00	\$ 150.00	\$ 300.00		
					Total:	\$ 26,852.50	176

City of Plano
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 April 4, 2012
 Quote # 11US141114F1



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Part Number	Description	Quantity	GLP	Discounted Price	Extended Discounted Price
3HE00205KA	5620 SAM R9.0 / 5650 CPAM R5.0 S/W KIT	1	\$ 250.00	\$ 125.00	\$ 125.00
3HE00981KB	5620 SAM-E BASE PROD.-SOLARIS UPG - R9.0	1	\$ 12,500.00	\$ 6,250.00	\$ 6,250.00
3HE00756KB	5620 SAM-E/A/P Lic Upg- R9.0-7750/10 MDA	4	\$ 3,100.00	\$ 1,550.00	\$ 6,200.00
3HE03603KB	5620 SAM-E/A/P LIC UPG - R9.0-7705 SAR-8	12	\$ 1,237.50	\$ 618.75	\$ 7,425.00
3HE03605KB	5620 SAMEAP LIC UPG-R9.0 ADDL-7705 CARDS	20	\$ 212.50	\$ 106.25	\$ 2,125.00
				Total	\$ 22,125.00

Notes	Detailed Description
3HE00205KA	For upgrades to 5620 SAM, the following parts are req'd: (3.1) 5620 SAM-E License Upgrades for 7750 etc. (3.2) The following parts may also be req'd: (3.2a) 5620 SAM-O License Upgrades (3.2b) Combined SAM-E/A/P License Upgrades (3.2c) 5620 SAM Redundancy License Upgrade (3.2d) 5620 SAM - Add'l DB MCORE and/or DCORE CPU License Upgrade (3.2e) 5620 SAM-E Base Product Upgrade.
3HE00756KB	5620 SAM-E/A/P License Upgrade to R9.0 - for any Alcatel 7750/7710 Series Router MDA. Order this part number to upgrade any release of existing 5620 SAM-E/A/P License for 7750/7710 MDA to R9.0. Notes: (1) One license is required for each 7750/7710 MDA in the system. (2) Includes upgrades for all licensed Operator Positions. (3) Please refer to the DVD-ROM Media kit description for a listing of all required components to upgrade the 5620 SAM. This P/N is not to be used for 5620 SAM-E/A/P R9.0 CMAs.
3HE03603KB	5620 SAM-E/A/P License Upgrade to R9.0 - for any 7705 SAR-8 with 2 Cards. Order this part number to upgrade any release of existing 5620 SAM-E/A/P License for 7705 SAR-8 with 2 Cards to R7.0. Notes: (1) One license is required for each 7705 SAR-8 with 2 Cards in the system. If the 7705 SAR-8 has more than 2 Cards you need to order the Additional SAM -E/A/P 7705 SAR-8 Cards Upgrade P/N 3HE03605KB.
3HE03605KB	5620 SAM-E/A/P License Upgrade to R9.0 - for any additional 7705 SAR-8/18 Cards. Order this part number to upgrade any release of existing 5620 SAM-E/A/P License for the Additional 7705 SAR-8/18 Cards to 9.0. Notes: (1) One license is required for each additional 7705 SAR-8/18 Card in the system.

City of Plano
Phase 7
April 4, 2012
Quote # 11US141114F1



Part Number	Description	Quantity	GLP	Discounted Price	Extended Discounted Price
3HE02785EA	SAR RELEASE 5.0 OS UPGRADE	12	\$ 750.00	\$ 375.00	\$ 4,500.00
				Total	\$ 4,500.00

EXHIBIT B
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City of Plano
Phase 7
April 4, 2012
Quote # 11US141114F1



Quote #: 11DS1024-1-E

Item	Part Number	Amount (US\$)	Additional Comments
5620 SAM Upgrade - Remote	3HE02934AA	\$15,000	
Remote Design and Integration Services	3HE02941AA	\$23,800	Avenue K 7705 changes, migrations, design/documentation changes, remote support.
TOTAL		\$38,800	

See SOW/Quote document, "PAWM IPD NDE Engineering Services VPLS Design Migration Upgrade 23Mar2012 DS E"

EXHIBIT B
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City of Plano		
Phase 7		
April 4, 2012		
Quote # 11US141114F1		
Alcatel-Lucent		
ALCATEL USA MARKETING, INC. 3400 W. Plano Pkwy. Plano, TX 75075		
City of Plano, Texas		
PRICING SUMMARY		
Microwave Test Equipment		
11US141114F1		
April 4, 2012		
INSTALLATION & TEST SERVICES		SELL PRICE
0001	System Engineering	\$ 4,284.00
0002	Upgrade AVN1-AVK1 MW to 150 MB assumes reuse of frequency and existing antenna	\$ 5,814.00
0003	5620 SAM network database upgrade and update configuration	\$ 1,454.00
0004	MPLS network port, link, IP and MPLS provisioning	\$ 4,207.00
0005	Upgrade and reconfigure 7705 SAR for link change to Avenue N and add link to Avenue	\$ 2,104.00
0006	7705 SAR Installation and Test	\$ 2,907.00
0007	Upgrade AVK-SCH MW to 150 MB including associated tower work	\$ 8,722.00
0008	TSM Database Update to Match Network Changes	\$ 1,454.00
0009	Install new RAD-AVK MW to 50 MB MDR-8706E including associated tower work	\$ 4,361.00
0010	Upgrade RAD-AVN MW to 150 MB including associated tower work	\$ 13,083.00
0011	Upgrade existing AVN-RID MDR-8706E-NS to MDR-8706E-HS	\$ 2,908.00
0012	Circuit Provisioning and Migration	\$ 2,907.00
0013	Upgrade COM-RID MW to 150 MB including associated tower work	\$ 15,989.00
0014	Sun X4140 memory upgrade to 16 GB	\$ 1,698.00
0015	Upgrade 7750 SAR node from R3 to R5	\$ 17,448.00
0016	System Reroute Testing	\$ 2,907.00
0017	Upgrade ALW-RID MW to 150 MB	\$ 5,814.00
0018	D&I Project Management (NOT PMO/CFPM)	\$ 8,934.00
		\$ 106,995.00
TEST EQUIPMENT		
0001	Agilent N9343C Handheld Spectrum Analyzer	\$ 36,158.00
0002	Agilent 53147A MW Counter / Power Meter	\$ 41,338.00
0003	Sunset MTT Basic Color Chassi / Accessories	\$ 37,156.00
0004	Accessories	\$ 12,650.00
		\$ 127,302.00
INSTALLATION, TEST SERVICES AND TEST EQUIPMENT TOTAL		\$ 136,236.00

EXHIBIT B
PAGE 16 OF 22

City of Plano

Phase 7

April 4, 2012

Quote # 11US141114F1

Alcatel-Lucent



Part Number	Description	Qty	GLP	Discounted Unit Price	Extended Discounted Price
3HE01171AA	SF/CPM - 7750 SR-7 200G SF/CPM-2	2	\$ 33,000.00	\$ 16,500.00	\$ 33,000.00
3HE03611AA	MDA - 7750 10-PT GE MDA-XP SFP	2	\$ 50,000.00	\$ 25,000.00	\$ 50,000.00
3HE00190AA	FLT - 7x50 SR/ESS-7 AIR FILTER	2	\$ 90.00	\$ 45.00	\$ 90.00
3HE05180AA	FAN - 7750 SR-7 Enhanced Fan Tray	1	\$ 4,800.00	\$ 2,400.00	\$ 2,400.00
3HE03394AA	32 PORT T1/E1 RJ45 PANEL	1	\$ 1,000.00	\$ 500.00	\$ 500.00
3HE05838AA	250W 120/240V AC power converter	1	\$ 860.00	\$ 430.00	\$ 430.00
3HE05837AA	7705 AC power converter pigtail - D-sub	1	\$ 300.00	\$ 150.00	\$ 150.00
				Total Spares:	\$ 86,570.00

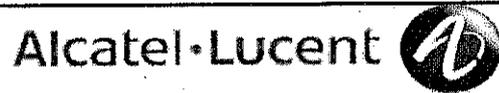
EXHIBIT B PAGE 18 OF 22

City of Plano

Phase 7

April 4, 2012

Quote # 11US141114F1



ALCATEL-LUCENT USA

3400 W. Plano Pkwy

Plano, TX 75075

Customer: City of Plano, Texas

Project: Microwave Test Equipment

Bid No: 11US141114F1

Date: March 21, 2012

Document Prepared By : Micheal D. Galloway

B

EXHIBIT

PAGE 19 OF 22

					PROJECT	
ITEM	ORDERABLE ITEM NUMBER/Vendor	MANUFACTURER P/N	DESCRIPTION	UNIT PRICE	QTY	Extended Price
TEST EQUIPMENT						
1	Agilent N9343C Handheld Spectrum Analyzer					
1001		N9343C	Agilent N9343C Handheld Spectrum Analyzer 1M-13.6GHz	\$25,692	1	\$25,692
1002		N9343C-P13	PreAmplifier 1MHz - 13.6GHz	\$2,189	1	\$2,189
1003		N9343C-SIM	Spectrogram record and playback	\$2,502	1	\$2,502
1004		N9343C-1DN	Automotive 12V DC Charger	\$405	1	\$405.00
1005		N9343-1TC	Soft Carrying Case	\$244	1	\$244
1006		AT-R-50C-011-5	5 Year Extended Service Calibration	\$2,743	1	\$2,743
1007		AT-R-51B-001-5C	5 Year Extended Service Warranty	\$2,156	1	\$2,156.00
1008		1550 / foam	Pelican Hard Case / weatherproof / foam	\$227	1	\$227.00
					Anritsu MS2723C Spectrum Analyzer	
					\$36,158	

ITEM	ORDERABLE ITEM NUMBER/Vendor	MANUFACTURER P/N	DESCRIPTION	UNIT PRICE	QTY	Extended Price
2	Agilent 53147A MW Counter / Power Meter					
1001		53147A	Agilent 53147A MW Counter / Power Meter	\$20,416	1	\$20,416.00
1002		53147A-001	High Stability Oven Timebase	\$1,819	1	\$1,819.00
1003		53147A-002	Internal Batteries and DC Power Input	\$1,819	1	\$1,819.00
1004		53147A-007	Soft Carrying Case	\$483	1	\$483.00
1005		8481D	Low Power Sensor -70 to -20 dBm	\$2,562	1	\$2,562.00
1006		8481A	Medium Power Sensor -35 to +20 dBm	\$2,177	1	\$2,177.00
1007		8481H	High Power Sensor -15 to +35 dBm	\$2,872	1	\$2,872.00
1008		11730B	Power Sensor Cable x 10'	\$270	1	\$270.00
1009		53147A-R-51B-001-	Agilent 53147A ext serv plan 5 year warranty	\$1,590	1	\$1,590.00
1010		R-50C-011-5	Agilent 53147A ext serv plan 5 year calibration	\$1,950	1	\$1,950.00
1011		8481A-R-51B-001-5	Agilent 8481A ext serv plan 5 year warranty	\$230	1	\$230.00
1012		8481A-R-50C-011-5	Agilent 8481A ext serv plan 5 year calibration	\$1,481	1	\$1,481.00
1013		8481A-R-51B-001-5	Agilent 8481H ext serv plan 5 year warranty	\$247	1	\$247.00
1014		8481A-R-50C-011-5	Agilent 8481H ext serv plan 5 year calibration	\$1,481	1	\$1,481.00
1015		8481D-R-51B-001-5	Agilent 8481D ext serv plan 5 year warranty	\$230	1	\$230.00
1016		8481D-R-50C-011-5	Agilent 8481D ext serv plan 5 year calibration	\$1,481	1	\$1,481.00
1017		1650 / foam	Pelican Hard Case / foam	\$230	1	\$230.00
Agilent 53147A MW Counter / Power Meter Total						\$41,338.00

ITEM	ORDERABLE ITEM NUMBER/Vendor	MANUFACTURER P/N	DESCRIPTION	UNIT PRICE	QTY	Extended Price
3	Sunset MTT Basic Color Chassi / Accessories					
1001		SSMTT-C	Sunset MTT Basic Color Chassi	\$1,553	2	\$3,106.00
1002		SSMTT-C-EW2	Sunset MTT Chassis 2 Year Extended Warranty	\$141	2	\$282.00
1003		SSMTT-6B	VF T1MS Module	\$2,730	2	\$5,460.00
1004		SSMTT-6B-EW2	VF T1MS Module 2 Year Extended Warranty	\$247	2	\$494.00
1005		SSDSL-8	Dual T1 Module	\$3,581	2	\$7,162.00
1006		SSDSL-8-EW2	Dual T1 Module 2 Year Extended Warranty	\$323	2	\$646.00
1007		SSMTT-50	GigE Module	\$4,524	2	\$9,048.00
1008		SSMTT-50-1000T	GigE Software Option for Electrical Interface	\$780	2	\$1,560.00
1009		SSMTT-50-1000X	GigE Software Option for Optical Interface	\$1,014	2	\$2,028.00
1010		SSMTT-50-EW2	GigE Module 2 Year Extended Warranty	\$414	2	\$828.00
1011		SS101	Carrying Case	\$133	2	\$266.00
1012		SVC-L1	Service Level Contract Level 1 Support / Yearly	\$819	2	\$1,638.00
1013		SA580-850	SFP GigE 850nm MM	\$328	4	\$1,312.00
1014		SA580-1310	SFP GigE 1310nm SM	\$796	4	\$3,184.00
1015		SA148	SFP Optics Container	\$71	2	\$142.00
Sunset MTT Basic Color Chassi / Accessories Total						\$37,156.00

ITEM	ORDERABLE ITEM NUMBER/Vendor	MANUFACTURER P/N	DESCRIPTION	UNIT PRICE	QTY	Extended Price
4	Accessories					
1001	Telect	040-1000-006	Bantam - Bantam Jumpers x 6'	\$15	12	\$180.00
1002	Huber Suhner	84,004,007	RF Jumpers x 6' SMA-SMA ST18/SMA _m /SMA _m /72	\$118	2	\$236.00
1003	Huber Suhner	84,004,595	RF Jumpers x 6' SMA-N ST18/SMA _m /Nm/72	\$161	2	\$322.00
1004	Narda	55	Adapter SMA-F to N-M	\$175	2	\$350.00
1005	Narda	56	Adapter SMA-m to N-m	\$175	2	\$350.00
1006	Narda	57	Adapter SMA-m to N-f	\$175	2	\$350.00
1007	Narda	58	Adapter SMA-f to N-f	\$175	2	\$350.00
1008	Narda	59	Adapter SMA-f to SMA-f	\$175	2	\$350.00
1009	Narda	76	Adapter N-m to N-m	\$164	2	\$328.00
1010	Narda	77	Adapter N-f to N-f	\$164	2	\$328.00
1011	Narda	60B	Adapter SMA-m to SMA-m	\$175	2	\$350.00
1012	Narda	4745-69	Step Attenuator 1-69 dB	\$3,103	2	\$6,206.00
1013	Narda	4779-3	Fixed Attenuator 2W 3 dB SMA-m to SMA-f	\$220	2	\$440.00
1014	Narda	4779-10	Fixed Attenuator 2W 10 dB SMA-m to SMA-f	\$220	2	\$440.00
1015	Narda	4779-20	Fixed Attenuator 2W 20 dB SMA-m to SMA-f	\$220	2	\$440.00
1016	Narda	4779-30	Fixed Attenuator 2W 30 dB SMA-m to SMA-f	\$289	2	\$578.00
1017	Narda	4779-30	Fixed Attenuator 2W 50 dB SMA-m to SMA-f	\$308	2	\$616.00
1018	Huber Suhner	22,543,130	SMA Torque Wrench	\$94	2	\$188.00
1019	Pomona	4935-BB-60	Test Cable SMA-BNC x 6'	\$74	2	\$148.00
1020	FiberOptic.com		LC-LC SM Duplex x 6'	\$25	2	\$50.00
1021	FiberOptic.com		LC-LC MM Duplex x 6'	\$25	2	\$50.00
Accessories Total						\$12,650.00
TEST EQUIPMENT TOTAL						\$127,302.00

Engineering Services For: City of Plano, Texas

A Proposal From Alcatel-Lucent IPD Network Design Engineering
NDE Quote #: 11DS1024-1-E STARS Quote #: 11US141114F1

March 23rd, 2012

Introduction

Alcatel-Lucent IPD Network Design Engineering is pleased to provide a proposal to the city of Plano, Texas, to provide design and configuration services on the "P/A/W/M" Alcatel-Lucent based IP/MPLS network.

This proposal defines the tasks required to change perform the following list is changes in the network:

1. Upgrade of the network – this SoW is to provide remote support to onsite resource
 - a. 5620 SAM to R9.0
2. Change the existing Design Guide to now include Avenue K Tower R5.0 7705 SAR.
3. VPLS services conversion from E-Pipe for "Mobile Data System" Video Security System" services.
4. Provide PAWM with a VPLS migration strategy document, that outlines how they would migrate an existing multiple E-Pipe Services to a VPLS Service.

Service Descriptions

1. 5620 SAM Removal/Integration Services

The 5620 SAM Removal/Integration Service will be delivered remotely to the PAWM location by a 5620 SAM Expert, and may cover the following removal/installation:

- 5620 SAM Server (Single server system)
- 5620 SAM Database
- 5620 SAM Auxiliary
- 5620 SAM Client Delegate
- Redundant setup
- Distributed system

Prior to the removal/install of 5620 SAM R9.0, the 5620 SAM expert will:

1. Gather workstation hardware and OS specifications
2. NAT and firewall information, if applicable
3. Licence information for Solaris
4. Verify hardware and software compatibility with 5620 SAM R9.0
5. Appropriate file system configuration and sizes
6. User information, scope and span

Key elements of this Network Design Engineering offering include the following:

1. Removal of existing 5620 SAM R9.0 and db
2. Solaris OS patches necessary for 5620 SAM R9.0
3. Database installation
4. 5620 SAM Server installation
5. 5620 SAM Auxiliary (if applicable)

6. 5620 SAM Client Delegate (if applicable)
7. Discover the routers in the network
8. Check to ensure all recommended backup, restore and resync's follow design and best practices
9. Test the activity switch mechanism for redundancy
10. Respond to question related to 5620 SAM installation and operation

Alcatel-Lucent Deliverables:

- Removal of existing 5620 SAM R8.0
- Installation of R9.0 SAM

2. Remote Design and Integration Service

The Design and Integration Service will provide PAWM with access to an Alcatel-Lucent SR Subject Matter Expert (SME) to address the addition of VPLS Services and a new 7705 SAR spur to the PAWM network when the SAM and nodal upgrades are complete.

The service will provide remote support to PAWM with the following attributes:

1. Alcatel-Lucent SME will gather all IP/MPLS network requirements relating to the new VPLS service and network configuration changes.
2. Alcatel-Lucent SME will gather all IP/MPLS network requirements relating to the new R5.0 7705 SAR at Avenue K Tower in the PAWM network, based on the existing network design.
3. Move existing Avenue K Tower R3.0 7705 SAR to Avenue K Dispatch site, in the design.
4. Alcatel-Lucent SME will create a new VPLS design for the "Mobile Data System" and "Video Security System" services, based on the gathered requirements.
5. New VPLS requirements will be captured as modifications to the existing Design Guide for the PAWM IP/MPLS network.
6. Alcatel-Lucent SME will create a Migration Strategy document that will outline for PAWM what will be required to migrate one of their existing multiple E-Pipe services to a new VPLS Service.

Alcatel-Lucent Deliverables:

- Modification to the existing PAWM Detailed Design, reflecting the new VPLS Service and the addition of a new R5.0 7705 SAR at Avenue K Tower.
- Creation of a Migration Strategy document that outlines to PAWM how to migrate their existing L2 E-Pipe services to the new VPLS service.

Customer Requirements

1. PAWM must have an active Maintenance Agreement in place with Alcatel-Lucent for Americas TAC support.
2. Provide Alcatel-Lucent VPN access to the 7750 SR/7705 SAR nodes, OR 5620 SAM, with an available operator access profile.
3. Provide Alcatel-Lucent with IP connectivity to each of the 7750 SR/7705 SAR nodes which require the services outlined in this proposal.
4. This quote does not include the software and/or license keys for all the major and minor releases. These must be purchased separately.
5. PAWM must complete a Customer Acceptance (CA) form, supplied by Alcatel-Lucent, with the completion of each service outlined in this proposal, to trigger invoicing.

Invoicing Milestones

1. Invoicing will be issued once all the above Alcatel-Lucent Deliverables have been completed.
2. PAWM or onsite customer representative is required to complete a Customer Acceptance (CA) form supplied by the Alcatel-Lucent IPD NDE SME, to complete the invoicing process.

Pricing

Item	Part Number	Amount (US\$)	Additional Comments
5620 SAM Upgrade - Remote	3HE02934AA	\$15,000	
Remote Design and Integration Services	3HE02941AA	\$23,800	Avenue K 7705 changes, migrations, design/documentation changes, remote support.
TOTAL		\$38,800	

Terms and Conditions

1. This quotation is valid for 60 days from the date of issue.
2. Payment terms are 30 days from date of invoice.
3. All prices are in US\$ and exclude all taxes and delivery charges.
4. Any direct expenses associated with the delivery of the services detailed herein are in addition to the service prices outlined above, and will be charged to the customer at cost. Direct expenses are limited to reasonable and actual expenses in accordance to Alcatel-Lucent expense policy.
5. All quotations and orders are subject to Alcatel-Lucent's standard terms and conditions applicable to the product or service included in the quotation unless otherwise agreed in writing.
6. This quote does not guarantee a delivery schedule. Delivery times are arranged by mutual agreement. Alcatel-Lucent typically requires a minimum of **30 days from receipt of P.O.** until service commencement to accommodate the necessary resource scheduling.
7. If delays to product schedule, once established, are caused by the customer, additional charges may be incurred.

INSURANCE REQUIREMENTS

1.0 General Provisions

- 1.1 The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2 Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.
- 1.3 The Contractor agrees that the insurance requirements specified in this section do not reduce the liability Contractor has assumed in any indemnification/hold harmless section of this contract.
- 1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Contractor to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5 Insurance coverage required by this section shall:
- 1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City
 - 1.5.2 Be with an insurer possessing an A-VII. A. M. Best Rating
- 1.6 **Subcontractor Insurance.** If the contractor utilizes the services of another company or subcontractor, affiliate or non-affiliate, in order to fulfill the requirements covered under this Agreement, then those other companies or subcontractors must comply with the insurance provisions within this Agreement.

2.0 Minimum Insurance Coverage & Limits

2.1 Commercial General Liability. Contractor shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.

2.1.1 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.1.2 City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability using **ISO additional insured endorsement CG 20 10 and CG 20 37** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Contractor.

2.1.3 Limits of Insurance

- 2.1.3.1 \$1,000,000 Per Occurrence
- 2.1.3.2 \$1,000,000 Personal/Advertising Injury
- 2.1.3.3 \$2,000,000 General Aggregate
- 2.1.3.4 \$2,000,000 Products/Completed Operations Aggregate

2.2 Commercial Automobile Liability. Contractor shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

2.2.1 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.2.2 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the provided in ISO form CA 00 01.

2.2.3 Contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Contractor pursuant to this section or under any applicable automobile physical damage coverage.

2.3 **Workers' Compensation & Employer Liability.** Contractor shall maintain workers' compensation insurance in amounts required by appropriate state statute. The employers liability limit and, if necessary, commercial umbrella coverage shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

2.3.1 Contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under contractor's workers' compensation and employers liability or commercial umbrella liability insurance. Contractor must cause a **waiver of subrogation** to be effected under its workers' compensation coverage using endorsement WC 00 03 13.

3.0 Evidence of Insurance

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, including for subcontractors cited in Section 1.6, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5 The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:

3.5.1 List each insurers' NAIC Number or FEIN

3.5.2 List **contract number, project name/number**, name of event, location (building name, building address, etc.), date(s) of event or service being performed

3.5.3 State insurance is on a primary basis and non-contributory with any insurance/or self-insurance carried by City

3.5.4 Specifically list reference to all endorsements required herein

- 3.5.5 List the specific number of days cancellation provided pursuant to policy language for notice of cancellation on certificate
- 3.5.7 List City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.certs@Marsh.com Fax: 212-948-0500	CONTACT NAME: PHONE (A/C No, Ext): FAX (A/C No): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Alcatel-Lucent USA Inc. 600 Mountain Ave. Murray Hill, NJ 07974	INSURER A: HDI-Gerling America Insurance Company	NAIC # 41343
	INSURER B: Liberty Mutual Insurance Company	23043
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** NYC-006122725-25 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLD11471-02	01/01/2012	01/01/2013	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 6,000,000
							PRODUCTS - COMP/OP AGG	\$ 6,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2-621-093048-072	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PHYSICAL DAMAGE	\$ SELF INSURED
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA7-C2D-093048-012 (AOS) WC7-C21-093048-022 (OR, WI)	01/01/2012 01/01/2012	01/01/2013 01/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Plano is included as additional insured.
 The insurer agrees to waive its rights of subrogation against the certificate holder under the Workers' Compensation and Employers' Liability insurance policy where allowed by law.

CERTIFICATE HOLDER Plano Public Safety Communications 1520 Ave. K, Suite 010 Attn: Terri Manning Plano, TX 75074	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Henry Swayne
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AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of **ALCATEL-LUCENT USA, INC.**, a Delaware corporation, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **ALCATEL-LUCENT USA, INC.**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

“No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council.”

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

ALCATEL-LUCENT USA, INC.

By: *Patrick Stewart*
Signature

Patrick STEWART
Print Name

Contract Management
Title

Aug 1, 2012
Date

STATE OF Texas §

COUNTY OF Collin §

SUBSCRIBED AND SWORN TO before me this 1 day of August, 2012.

Sue Jordan
Notary Public, State of Texas

