

RESOLUTION 2013-38

A RESOLUTION AWARDING THE CONSTRUCTION CONTRACT (COF CONTRACT NO 2013-0070) TO TEKLINKS IN THE AMOUNT OF \$61,540.19 FOR THE INSTALLATION OF ACCESS CONTROL SYSTEMS AT THE MUNICIPAL SERVICES COMPLEX, POLICE AND FIRE TRAINING CENTER AND FIRE STATIONS TWO (2) AND SIX (6)

WHEREAS, the access control systems have failed at the Municipal Services Complex and Fire Station Two (2) due to age and weather and the need for the installation of an access control system located at the Municipal Services Complex Training Center along with Fire Station Six (6);and

WHEREAS, it being determined that a system that works with current infrastructure already in use by the City Of Franklin was beneficial than an entirely different system; and

WHEREAS, on May 20th it was determined that the City of Franklin would enter into a Sole Source Agreement with TekLinks with the reason being they are a certified CISCO installer for an access control system that will work with current infrastructure and will become a system the City will use at all the municipal facilities.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that approval is granted for the sole source purchase agreement to TekLinks of Knoxville Tennessee (COF Contract No. 2013-0070) in the amount of Sixty One Thousand Five Hundred Forty Dollars and Nineteen/100 Dollars (\$61,540.19).

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE that the Facilities Project Manager is hereby authorized to have authority to review and approval the spending of all project funds included in the sole source purchase agreement for the installation of the Access Control Systems to be installed at the COF Municipal Services Complex, Municipal Services Complex Training Center and at Fire Stations Two (2) and Six (6) (COF Contract No. 2013-0070).

IT IS SO RESOLVED AND DONE on this 11th day of June, 2013

ATTEST:

CITY OF FRANKLIN, TENNESSE

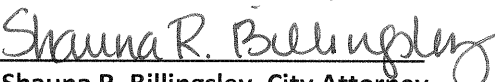
By: _____

By: _____

ERIC S. STUCKEY
City Administrator

Dr. Ken Moore
Mayor

Approved as to Form

By: 
Shauna R. Billingsley, City Attorney



HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

May 20, 2013

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator *Eric*
Brad Wilson, Project and Facilities Manager

SUBJECT: Consideration of sole-source purchase from TekLinks of Knoxville, Tn. in the total estimated amount of \$61,540.19 for the installation of access control systems that will control access and staff to particular facilities, for the Fire Department and Municipal Services Complex with a main controller that will work City wide, (COF Contract No. 2013-0070)

Purpose

The purpose of this procurement is to purchase an access control system that will work city wide with the City's current Cisco System.

Background

The purpose of this project is to update and provide access control at various City facilities. In recent years, the combination of breakdowns in current access controls at multiple locations and the future development of the City of Franklin Public Works require that the City purchase a new access system.

Staff is of the opinion that the proposed purchase, if authorized, would be a sole-source purchase. Evidence to support this opinion includes the fact that the services are only available from a dealer that is Cisco certified for the installation of the access control systems. Other services were considered, but the city has already purchased some equipment for the Traffic Operations Center (TOC) that makes it less expensive to purchase the remaining equipment. The purchase will provide access control and secure current facilities within the City of Franklin. Over the past two years, two of City facilities, Station 2 and the Municipal Services Complex, were damaged by lightning and a repair was completed. Over time, the patches have failed and there is currently no update to the software or hardware by the current supplier. Other systems as mentioned were considered but the City currently owns infrastructure that allows us to build off the Cisco platform.

The updated access system will grant access to personnel and allows administration to be able to see who is entering and exiting the facilities. The system also provides the ability to lock down a facility or terminate someone's access. In addition to providing access control at the Municipal Services Complex and Fire Station 2, control systems are also being purchased for the COF Training Center located on the Municipal Services Complex along with systems for COF Fire Station 6 located off of Cool Springs Blvd. Infrastructure at Station 6 was roughed in to allow for the system during the construction.

TekLinks has indicated in writing that the quoted pricing represents the best municipal pricing possible for the equipment and quantity indicated. Further, Brad Wilson (facilities and project manager) along with Mike Proctor (Communications and Systems Manager) is of the opinion that the quoted pricing is within what would be expected in the market place for this industry at this time.

Financial Impact

Services to be rendered pursuant to this purchase could be completed within 30 days after receipt of order. If the Board authorizes this purchase, then staff anticipates that this expenditure would be allocated to the City fiscal year 2013, the current fiscal year. The Fire Department currently has budgeted funds to provide for the repairs to access control for Fire Station No. 2 (located on Hwy 96 near Mack Hatcher) at a cost of \$15,444.50 and Fire Station 6 (located in east Cool Springs) for the new installation cost of \$14,858.32. Access control for the Municipal Services Complex will also be purchased with funds from Fiscal Year 2013 budget. Specifically, the Solid Waste Department will pay for sixty



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TENNESSEE

MEMORANDUM

percent or \$14,891.55 of the project with the Police and Fire Departments splitting equally the remainder forty percent of \$9,927.70 (\$4,963.85 each) for the repair. The Training facility will be split three (3) ways of \$6,418.13 or \$2,139.37 each between the Police, Fire, and Solid Waste Departments since all use the facility for different training matters.

Options

Standardizing to one access control system across the organization has practical benefits to the City. Alternative access control systems are available on the market place but, because the City already utilizes the Cisco system elsewhere expanding the City's usage of the Cisco System have been found by staff to be more cost effective than starting over with another system. Staff is not aware of any options to purchasing these services, nor is it aware of any options to purchasing these services other than from TekLinks, the only Cisco certified dealer available to service the City. Purchasing directly from Cisco is not permitted by Cisco.

Recommendation

Staff recommends that the City accept the pricing quoted by Teklinks of Knoxville, Tn. in the total estimated amount of \$61,540.19 for the purchase of the main frame and infrastructure equipment that will be used accordingly by the Fire, Police and Solid Waste Departments. Purchasing Manager Brian Wilcox is of the opinion that the proposed sole-source purchase appears to be justified, and that the staff recommendation appears to be made in a fair and impartial manner based upon the information available.

**CITY OF FRANKLIN, TENNESSEE
CONSTRUCTION/REPAIR AGREEMENT
COF Contract No 2013-0070**

This Construction/Repair Services Agreement (“Agreement”) is by and between the City of Franklin, Tennessee (“City”) and TEKLINKS (“Contractor”) who mutually agree as follows:

DECLARATIONS.

The City desires to retain the Contractor to provide the construction, repair and/or relocation services required for the completion of the City’s project hereinafter referenced as the Project. The Project is described as follows:

**(INSTALLATION OF ACCESS CONTROL SYSTEMS FOR THE CITY OF FRANKLIN,
SOLID WASTE DEPARTMENT, MUNICIPAL COMPLEX TRAINING
BUILDING AND FOR FIRE STATIONS 2 AND 6)**

1. The City has solicited proposals in accordance with the City’s purchasing policy for the work required to construct, repair and/or relocate certain City infrastructure improvements, namely [insert project description] (“Project”).
2. In response to the City’s solicitation for the Project, the Contractor submitted a bid/proposal dated **APRIL 23, 2013** along with his Scope of Work as detailed in Attachment A, which is attached hereto and hereby incorporated by reference as if fully set forth herein. Attachment A shall be considered as an integral part hereof.
3. The Contractor has also submitted an executed City Statement of License Certificate, Indemnification Agreement and a Certificate of Insurance that meets or exceeds the City’s Insurance Requirements, copies of which are attached hereto and hereby incorporated by reference as if fully set forth herein.
4. In the event of a conflict between the City’s solicitation for the Project and the Contractor’s submittals, the City solicitation shall supersede, except for any exception identified by the Contractor in his submittal and accepted at the time of award by the City.
5. The City’s award of this Agreement shall become effective upon the City Administrator’s approval of this Agreement as evidenced by his signature below on the date as indicated. Such approval has been authorized by the Franklin Board of Mayor and Aldermen by Resolution 2012-05 as approved on October 13, 2009.

BY: _____
Contractor’s Signature
Title: _____
Date: _____

BY: _____
Eric S. Stuckey
City Administrator
Date: _____

STANDARD CONTRACTING SERVICES TERMS AND CONDITIONS

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Contracting Services Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Contracting Services Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The Contractor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve the Contractor of its duties under these Standard Contracting Services Terms and Conditions.

2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the Contractor’s performance of all provisions of this Agreement.

3. Notices. Any notice provided pursuant to these Standard Contracting Services Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below, or such other address as either party may in the future specify in writing to the other:

In the Case of the City:	In the Case of the Contractor:
City of Franklin	_____
Attn: <u>BRAD WILSON</u>	Attn: _____
Re: (COF Contract No 2013-0070 ; <u>(Access Control system installation)</u> 109 Third Ave. South	_____
P.O. Box 305	_____
Franklin, TN 37065-0305	_____
FAX: <u>1-615-550-1969</u>	FAX: _____
E-Mail: <u>brad.wilson@franklintn.gov</u>	E-Mail: _____

4. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.

5. **Waiver.** Neither party's failure nor delay to exercise any of its rights or powers under these Standard Contracting Services Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

6. **Warranties/Limitation of Liability/Waiver.** The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by the Contractor to limit its liability shall be void and unenforceable.

7. **Severability.** If any term or provision of these Standard Contracting Services Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Contracting Services Terms and Conditions will not be affected.

8. **Precedence.** In the event of conflict between the provisions of these Standard Contracting Services Terms and Conditions and any contract, agreement or other document which these Standard Contracting Services Terms and Conditions may accompany, the provisions of these Standard Contracting Services Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Contracting Services Terms and Conditions.

9. **Indemnification.** The Contractor agrees to indemnify and hold the City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by the Contractor's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of the Contractor and the City, they shall be borne by each party in proportion to its own negligence. The terms and conditions of this paragraph shall survive completion of this Agreement.

10. **Additions/Modifications.** If seeking any addition or modification to this Agreement, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Agreement, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Agreement or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Agreement and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

11. **Applicable Law; Choice of Forum/Venue.** These Standard Contracting Services Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

12. Termination. Either party may terminate these Standard Contracting Services Terms and Conditions, with or without cause, upon thirty (30) days' notice to the other. Upon termination by the Contractor, the City shall be entitled to retain ownership of any and all goods and equipment purchased and work completed. Upon termination by the City, the Contractor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased and/or services already rendered. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

13. Breach. Upon deliberate breach of these Standard Contracting Services Terms and Conditions, or of any contract, agreement or other document which these Standard Contracting Services Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Contracting Services Terms and Conditions without notice, with all of the remedies it would have in the event of termination under Section 12 (Termination) above, and may also have such other remedies as it may be entitled to in law or in equity.

14. Default. If the Contractor fails to perform or comply with any provision of these Standard Contracting Services Terms and Conditions, or of any contract, agreement or other document which these Standard Contracting Services Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by the Contractor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the contractor that submitted the next lowest and best responsive and responsible bid, or the contractor that submitted the next best proposal, if that contractor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting Contractor liable for all damages provided by law, including cost of cover.

15. Entire Agreement. These Standard Contracting Services Terms and Conditions, including any contract, agreement or other document which these Standard Contracting Services Terms and Conditions may accompany, constitutes the entire Agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Contracting Services Terms and Conditions. The terms and conditions of these Standard Contracting Services Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Contracting Services Terms and Conditions by section number and signed by an authorized representative of each party.

16. Survival. These Standard Contracting Services Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Contracting Services Terms and Conditions may accompany.



Michael Butler
 Knoxville TN 37931
 Phone: 865.607.8383
 Email: Mibutler@teklinks.com
<http://www.teklinks.com>

Remittance Address:
 TekLinks, Inc.
 PO Box 830674
 MSC #703
 Birmingham, AL 35283

QUOTATION

Quote To:

City of Franklin
 Mike Proctor
 109 3rd Ave S

Ship To:

City of Franklin
 Mike Proctor
 109 3rd Ave S

Quote #: AAAQ58321
Date: 04/23/13
Sales Rep: MiButler

Franklin TN 37064-251

Phone:

Qty	Description	List Price	Unit Price	Ext. Price
CITY OF FRANKLIN: SECURITY QUOTE				
SOLID WASTE FACILITY - Gate Access/Head End				
1	MSP 1-RU Cisco Physical Security MultiService Platform Assy.	\$3,824.00	\$2,101.10	\$2,101.10
1	SMARTNET 8X5XNBD MSP 1-RU Cisco Physi	\$268.00	\$219.76	\$219.76
1	CIVS C16 Power Cable North America	\$0.00	\$0.00	\$0.00
1	Cisco PAM Software Version 1.X (MSP)	\$8,000.00	\$4,395.60	\$4,395.60
1	SW APP SUPP Cisco PAM Software Version 1.X (MSP)	\$1,200.00	\$659.34	\$659.34
1	1TB SATA Drive for CIVS-MSP	\$0.00	\$0.00	\$0.00
3	Cisco Physical Access Gateway	\$950.00	\$521.98	\$1,565.94
3	SMARTNET 8X5XNBD Cisco Physical Access	\$76.00	\$62.32	\$186.96
3	Cisco Physical Access Gateway Software Version 1.0	\$0.00	\$0.00	\$0.00
1	Cisco PAM Badge Designer and Enroller License	\$2,000.00	\$1,098.90	\$1,098.90
3	UPASS REACH READER UHF 900MHZ	\$1,900.00	\$1,565.93	\$4,697.79
3	12/24 VAC 4AMP Power Supply	\$572.00	\$471.43	\$1,414.29
1	Composit Cable for Access Control	\$1,260.00	\$1,038.46	\$1,038.46
1	CAT6	\$460.00	\$379.12	\$379.12
3	Equipment box	\$43.00	\$33.44	\$100.32
PROFESSIONAL SERVICES				
33	Installation Services	\$100.00	\$82.42	\$2,719.86
16	Professional Services for Programming	\$150.00	\$137.36	\$2,197.76
12	Project Management	\$125.00	\$104.40	\$1,252.80
4	Travel Expense	\$200.00	\$197.81	\$791.24
	SubTotal			\$24,819.24

Qty	Description	List Price	Unit Price	Ext. Price
FIRESTATION #2				
8	Cisco Physical Access Gateway	\$950.00	\$522.50	\$4,180.00
8	SMARTNET 8X5XNBD Cisco Physical Access	\$76.00	\$62.32	\$498.56
8	Cisco Physical Access Gateway Software Version 1.0	\$0.00	\$0.00	\$0.00
4	ISOPROX II,PROG,GLOSS,25 PACK	\$167.98	\$138.45	\$553.80
2	1TB SATA Drive for CIVS-MSP	\$892.00	\$490.60	\$981.20
PROFESSIONAL SERVICES				
64	Installation Services	\$100.00	\$82.42	\$5,274.88
8	Professional Services for Programming	\$150.00	\$137.36	\$1,098.88
16	Project Management	\$100.00	\$82.42	\$1,318.72
7	Travel Expense	\$200.00	\$219.78	\$1,538.46
	SubTotal			\$15,444.50
FIRE TRAINING CENTER				
1	Cisco Physical Access Gateway	\$950.00	\$522.50	\$522.50
1	SMARTNET 8X5XNBD Cisco Physical Access	\$76.00	\$62.32	\$62.32
1	Cisco Physical Access Gateway Software Version 1.0	\$0.00	\$0.00	\$0.00
2	ISOPROX II,PROG,GLOSS,25 PACK	\$167.98	\$138.45	\$276.90
1	Magnetic Door Lock	\$739.44	\$609.43	\$609.43
1	Door Contact	\$9.95	\$8.20	\$8.20
1	Request to Exit PIR	\$144.00	\$118.68	\$118.68
1	HID Card Reader	\$520.00	\$428.57	\$428.57
1	12/24 VAC 4AMP Power Supply	\$572.00	\$471.43	\$471.43
2	12V 7AH Battery	\$30.00	\$24.73	\$49.46
1	Composit Cable for Access Control	\$1,260.00	\$1,038.46	\$1,038.46
1	CAT6	\$460.00	\$379.12	\$379.12
1	Equipment Box	\$43.00	\$35.44	\$35.44
PROFESSIONAL SERVICES				
16	Installation Services	\$100.00	\$82.42	\$1,318.72
4	Professional Services for Programming	\$150.00	\$137.36	\$549.44
4	Project Management	\$100.00	\$82.42	\$329.68
1	Travel Expense	\$200.00	\$219.78	\$219.78
	SubTotal			\$6,418.13

Qty	Description	List Price	Unit Price	Ext. Price
FIRESTATION #6				
4	Cisco Physical Access Gateway	\$950.00	\$522.50	\$2,090.00
4	SMARTNET 8X5XNBD Cisco Physical Access	\$76.00	\$62.32	\$249.28
4	Cisco Physical Access Gateway Software Version 1.0	\$0.00	\$0.00	\$0.00
2	ISOPROX II,PROG,GLOSS,25 PACK	\$167.98	\$138.45	\$276.90
4	Magnetic Door Lock	\$739.44	\$609.43	\$2,437.72
8	Door Contact	\$9.95	\$8.20	\$65.60
4	Request to Exit PIR	\$144.00	\$118.68	\$474.72
4	HID Card Reader	\$520.00	\$428.57	\$1,714.28
2	12/24 VAC 4AMP Power Supply	\$572.00	\$471.43	\$942.86
4	12V 7AH Battery	\$30.00	\$24.73	\$98.92
1	Composit Cable for Access Control	\$1,260.00	\$1,038.46	\$1,038.46
1	CAT6	\$460.00	\$379.12	\$379.12
1	Equipment Box	\$43.00	\$35.44	\$35.44
PROFESSIONAL SERVICES				
32	Installation Services	\$100.00	\$82.42	\$2,637.44
8	Professional Services for Programming	\$150.00	\$137.36	\$1,098.88
8	Project Management	\$100.00	\$82.42	\$659.36
3	Travel Expense	\$200.00	\$219.78	\$659.34
	SubTotal			\$14,858.32
			Total	\$61,540.19