



HISTORIC  
FRANKLIN  
TENNESSEE

ITEM #21  
BOMA  
06/25/13

## MEMORANDUM

June 14, 2013

**TO:** Board of Mayor and Aldermen

**FROM:** Eric S. Stuckey, City Administrator *E.S.*  
Russell Truell, Assistant City Administrator / CFO  
David Rahinsky, Chief of Police  
Brian Wilcox, Purchasing Manager

**SUBJECT:** Consideration of contract award to Presidio Networked Solutions of Brentwood, TN in the total amount of \$38,958.25 for supply, delivery, installation and prescribed service of video surveillance equipment at the City's Police Department headquarters (Contract No. 2013-0084)

### Purpose

The purpose of this procurement is to purchase the supply, delivery, installation and prescribed service of video surveillance equipment at the City's Police Department headquarters. The new equipment would replace existing equipment that is no longer meeting the needs of the Police Department and components of which are out of service and not repairable.

### Background

The City has obtained a quote from Presidio Networked Solutions of Brentwood, TN. The quote is based on Tennessee Department of General Services statewide contract 385, contract no. 34841. Presidio is the currently named vendor for this particular statewide contract. The City's IT Department would assist with the installation.

### Financial Impact

The quote from Presidio is in the total amount of \$38,958.25 for supply, delivery, installation and prescribed service of video surveillance equipment at the City's Police Department headquarters. If authorized, this expenditure would be allocated to the City's General Fund budget for the Police Department (budget line item 110-83540-42100).

### Options

Staff is of the opinion that the video surveillance equipment that has been quoted by Presidio would meet the needs of the City. However, another option would be for the City to conduct its own competitive solicitation for bids instead of utilizing competitive pricing established by Tennessee Department of General Services.

### Recommendation

Staff recommends that the City accept the quote and approve the contract, contingent upon Law Department and City Administrator approval, from Presidio Networked Solutions of Brentwood, TN in the total amount of \$38,958.25 for supply, delivery, installation and prescribed service of video surveillance equipment at the City's Police Department headquarters. Purchasing Manager Brian Wilcox is of the opinion that the staff recommendation appears to be made in a fair and impartial manner based upon the information available. The City would be basing this procurement on competitive pricing provided to the Tennessee Department of General Services.

# PRESIDIO™

Quote #: 11362674-03  
 Date: 05/21/2013  
 Page: 1 of 2

Title: City of Franklin - Video Surveillance - 30 Days

To: Mike Proctor  
 City of Franklin  
 P.O. Box 295  
 Franklin, TN 37064

From: Krystal Frick  
 Presidio Networked Solutions  
 12 Cadillac Drive  
 Suite 130  
 Brentwood, TN 37027

Phone: 615-550-6604  
 Email: MikeP@franklin.tn.gov

Phone: 407.641.0547  
 Fax: 615.866.5763  
 Email: kfrick@presidio.com  
 Account Manager: Jeffrey Hodges

#	Part #	Description	Qty	Price	Ext Price
<b>Cisco Video Surveillance Manager (VSM)</b>					
1	CPS-MSP-2RU-K9	MSP 2-RU Cisco Physical Security MultiService Platform Assy.	1.00	\$5,815.31	\$5,815.31
2	CON-SNT-CPSMSP2	SMARTNET 8X5XNBD MSP 2-RU Cisco Physical Security MultiSe	1.00 for 12 mo(s)	\$736.10	\$736.10
3	CIVS-CAB-16-AC	CIVS C16 Power Cable North America	1.00	\$0.00	\$0.00
4	CPS-VSM-SW6.3	CPS-VSM Video Surveillance Manager v6.3 SW Mfg Image	1.00	\$0.00	\$0.00
5	CIVS-MS-SW6.3	CIVS-MS Media Server v6.3 Software Lic. with Hardware	1.00	\$556.95	\$556.95
6	CON-SAS-VSMSS63	SW APP SUPP CIVS-MS Media Server v6.3 Software Lic	1.00 for 12 mo(s)	\$85.85	\$85.85
7	CIVS-MS-1SCFL	1 Stream Connection Feature License for Media Server	4.00	\$152.75	\$611.00
8	CON-SAS-VSMFL1	SW APP SUPP CIVS-MS-1SCFL	4.00 for 12 mo(s)	\$23.80	\$95.20
9	CIVS-VM-1DFL	Cisco VS Virtual Matrix Client License, 1 client	2.00	\$235.00	\$470.00
10	CON-SAS-VSMCL1	SW APP SUPP CIVS-VM-1DFL	2.00 for 12 mo(s)	\$36.55	\$73.10
11	CPS-HDD-12TB-BNDL	6x2TB Hard-Drive Bundle for PhySec MSP 2-RU	2.00	\$3,760.00	\$7,520.00
12	CIVS-PS-900	Redundant 900W Power Supply for CIVS-MSP 2RU, 4RU	1.00	\$410.78	\$410.78
13	CIVS-CAB-16-AC	CIVS C16 Power Cable North America	1.00	\$0.00	\$0.00
<b>Total [Cisco Video Surveillance Manager (VSM)]:</b>					<b>\$16,374.29</b>
<b>Encoders - Main Floor South</b>					
14	0267-004	Axis 291U Blade Encoder Rack, 3-Blade, 1U	1.00	\$331.59	\$331.59
15	0289-001	Axis Q7406 Blade Encoder, 6-Port, D1, H.264, PTZ (for 291 & Q7900)	1.00	\$1,245.76	\$1,245.76
<b>Total [Encoders - Main Floor South]:</b>					<b>\$1,577.35</b>
<b>Encoders - Main Floor North</b>					
16	0267-004	Axis 291U Blade Encoder Rack, 3-Blade, 1U	2.00	\$331.59	\$663.18
17	0289-001	Axis Q7406 Blade Encoder, 6-Port, D1, H.264, PTZ (for 291 & Q7900)	6.00	\$1,245.76	\$7,474.56
<b>Total [Encoders - Main Floor North]:</b>					<b>\$8,137.74</b>
<b>Basement</b>					
18	0267-004	Axis 291U Blade Encoder Rack, 3-Blade, 1U	1.00	\$331.59	\$331.59
19	0289-001	Axis Q7406 Blade Encoder, 6-Port, D1, H.264, PTZ (for 291 & Q7900)	3.00	\$1,245.76	\$3,737.28
<b>Total [Basement]:</b>					<b>\$4,068.87</b>
<b>Presidio Services</b>					

# PRESIDIO™

, all per the Service Agreement attached hereto as Exhibit A and incorporated as if set forth herein

Quote #: 11362674-03  
Date: 05/21/2013  
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20 PS-SVC-FF	Fixed Fee for Presidio employee labor Design review and encoder configuration, Video Hardware and software implementation Training and project documentation.	1.00	\$8,800.00	\$8,800.00
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Deliverable: completion

, as well as the City of Franklin, TN Standard Procurement Terms and Conditions as attached hereto as Exhibit B and incorporated as if set forth herein,

**Total [Presidio Services]: \$8,800.00**

**Sub Total: \$38,958.25**

State of Tennessee Cisco Contract SWC#385 Contract #34841

**Grand Total: \$38,958.25**

TERMS AND CONDITIONS OF THE REFERENCED CONTRACT APPLY TO THIS QUOTE

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature by Ken Moore, MD, Mayor

Date

Presidio Representative

Date

Approved As To Form for the City of Franklin:

Attorney for the City of Franklin

Date

**Presidio Networked Solutions, Inc. ("Presidio") Service Agreement ("SA") v2.1**

<b>CUSTOMER INFORMATION</b>		<i>PRESIDIO Solution Arch Name (130371001):</i>												
<i>Company Name</i> <b>City of Franklin</b>	<i>Name and Title of Person Requesting Service</i> <b>Mike Proctor, Communications Systems Manager</b>													
<i>Address</i> <b>900 Columbia Avenue</b>	<i>Email Address</i> <b>mikep@franklintn.gov</b>													
<i>City, State and Zip</i> <b>Franklin, TN 37064</b>	<i>Phone/Fax</i> <b>615.550.6604</b>	<i>Authorizing PO</i> <span style="border: 1px solid red; padding: 2px;"><b>not applicable</b></span>												
<b>DESCRIPTION OF SERVICES</b>														
Customer agrees the services described below comprise the complete scope of tasks authorized under this agreement. Additional sheets may be attached if necessary. Any services beyond this scope require an additional authorized Service Agreement prior to commencement.														
Project Name: City of Franklin – Cisco VSM Expansion														
<i>Presidio Responsibilities:</i>														
<ol style="list-style-type: none"> <li>1. Pre-configure one (1) Axis Q7406 encoder blade on one (1) 291U encoder rack for the main floor south analog cameras with customer-provided network parameters</li> <li>2. Pre-configure six (6) Axis Q7406 encoder blades on two (2) 291U encoder racks for the main floor north analog cameras with customer-provided network parameters</li> <li>3. Pre-configure three (3) Axis Q7406 encoder blades on one (1) 291U encoder rack for the basement analog cameras with customer-provided network parameters</li> <li>4. Configure one (1) 2RU 12TB Cisco Multi-Service Platform to latest VSM version as Media Server and implement into existing Operations Manager environment</li> <li>5. Configure VSMS servers for bonded/teamed NICs (if desired)</li> <li>6. Configure camera feeds for live viewing of 52 analog cameras with H.264, 4CIF, and 5FPS</li> <li>7. Configure recording/archiving of camera feeds for a retention period of 30 days</li> <li>8. Configure VSM camera groups, views, and monitors</li> <li>9. Configure VSM users and roles</li> <li>10. Configure SNMP listener for trap destination for proxy, archiver, and RAID monitoring</li> <li>11. Provider knowledge transfer to City of Franklin IT staff</li> <li>12. Test full VSMS functionality</li> <li>13. Provide and maintain, until project completion, the attached Certificate of Liability Insurance</li> </ol>														
<i>Customer Responsibilities:</i>														
<ol style="list-style-type: none"> <li>1. Install all necessary low-voltage cabling for encoders and server: A) place category 5e (or greater) UTP from one (1) Gigabit switch ports to server and encoder locations (100m maximum); B) terminate UTP to RJ-45 plugs following the EIA-568B standard and testing for continuity and compliance; and C) clearly label all wiring with closet, patch panel, and port number</li> <li>2. Mount, align, and focus all cameras in desired locations</li> <li>3. Mount all servers and encoders in four-post 19" racks</li> <li>4. Provide 120VAC power and proper HVAC environment for servers and encoder chassis</li> <li>5. Provide client workstation that meets Cisco VSM baseline specifications</li> <li>6. Configure desired VLAN and IP addressing as well as access control lists (ACLs) and quality of service (QoS), if desired, on all network equipment used for video</li> <li>7. Provide network parameters to Presidio for pre-configuration of equipment</li> <li>8. Presidio will not deploy an on-site engineer until all of the above are complete</li> </ol>														
<b>ACCEPTANCE CONDITIONS</b>														
Customer agrees that the following conditions defined the complete set of acceptance criteria associated with this effort. Customer agrees to provide timely review and acceptance for efforts submitted by PRESIDIO as being complete.														
<input checked="" type="checkbox"/> Upon completion of the hours identified in this Specification Service Agreement <input type="checkbox"/> Other (specify): <span style="border: 1px solid red; padding: 2px;"><b>to Customer's satisfaction</b></span>														
<b>PRICE AND PAYMENT TERMS</b>														
Customer agrees to provide reasonable access to facilities, equipment, and personnel necessary to complete this effort. Unless otherwise noted, all work shall be performed during normal business hours (8AM – 5PM M-F excluding holidays) at the location indicated. Work outside this time will be billed at the After Hours Rate. Travel expenses are estimated and include, but are not limited to mileage, hotels, meals, airfare, rental car, parking fees, taxis and tolls. PRESIDIO will invoice upon completion. Customer agrees to make timely payment for services rendered, including partial payments prior to final acceptance, if necessary.														
<input type="checkbox"/> <b>Time and Materials (T&amp;M)</b> - Services will be provided on a time, materials, and expense basis. Customer understands the estimate provided is a good faith estimate, but may be exceeded. Minimum daily charge is 4 hours per day.	<input checked="" type="checkbox"/> <b>Fixed Price</b> - Services will be provided on a fixed price basis. If provided, time estimates are for planning and scheduling purposes only.													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;">Hours Estimate</td><td style="width: 50%;"></td></tr> <tr><td>Hourly Rate</td><td></td></tr> <tr><td>Estimated Total</td><td></td></tr> </table>	Hours Estimate		Hourly Rate		Estimated Total		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;">Kickoff</td><td style="width: 50%;">\$0.00</td></tr> <tr><td>Completion</td><td>\$8,800.00</td></tr> <tr><td><b>Total</b></td><td><b>\$8,800.00</b></td></tr> </table>		Kickoff	\$0.00	Completion	\$8,800.00	<b>Total</b>	<b>\$8,800.00</b>
Hours Estimate														
Hourly Rate														
Estimated Total														
Kickoff	\$0.00													
Completion	\$8,800.00													
<b>Total</b>	<b>\$8,800.00</b>													
Travel will be billed as: <input type="checkbox"/> Actual Expenses <input type="checkbox"/> Fixed Price \$ _____ <input checked="" type="checkbox"/> N/A														

**Presidio Networked Solutions, Inc. ("Presidio") Service Agreement ("SA") v2.1**

This agreement is effective upon acceptance by PRESIDIO. Customer agrees not to solicit or hire any Presidio employee for the duration of this agreement and 12 months after its completion. ~~The entire liability of Presidio and Customer's exclusive remedy arising out of or in any way related to this agreement shall be limited to the total value of this agreement.~~ Presidio shall not be liable nor shall Presidio indemnify Customer for, and Customer releases Presidio from any claims of patent infringement, including contributory infringement or inducement to infringe, based on or related to the Equipment, Services or any information provided by Presidio. Unless otherwise specified, this agreement is valid for one calendar year from the date of signature or until hours are expended (T&M) or milestones are completed (Fixed Price).

<i>Customer Signature – Authorization to Proceed</i>	<i>Date</i>
<i>PRESIDIO Signature – Authorization to Proceed</i>	<i>Date</i>
<i>Customer Signature – Final Acceptance</i>	<i>Date</i>

## Standard Procurement Terms and Conditions City of Franklin, Tennessee

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1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement 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) City business 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 set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. n/a - n/a

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: [purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)

In the case of Vendor:

Presidio Networked Solutions

Attn: Krystal Frick

12 Cadillac Dr., Suite 130

Brentwood, TN 37027

FAX: 615/866-5763

E-mail: [kfrick@presidio.com](mailto:kfrick@presidio.com)

## Standard Procurement Terms and Conditions

### City of Franklin, Tennessee

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5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor 's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. 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.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement 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.
9. Warranties/Limitation of Liability/Waiver. 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 Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, 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 Contract, 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 Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement 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.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor 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. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30<sup>th</sup> calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.



## Standard Procurement Terms and Conditions City of Franklin, Tennessee

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16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 (“Severability”) above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement 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 Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor 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 vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement 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 Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.