

# MEMORANDUM

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December 8, 2011

TO: Capital Investment Committee

FROM: Eric S. Stuckey, City Administrator  
Russ Truell, Assistant City Administrator  
Kevin E. Comstock; ITS Project Manager  
Fred Banner; Director of Municipal Information Technology  
Paul Holzen, P.E. Interim Director of Engineering  
David Parker, P.E.; City Engineer/CIP Executive

SUBJECT: Consideration of the Service Agreement for the Installation of Video Management Software and Hardware for use by multiple City Departments (COF Contract 2011-0143)

### **Purpose**

The purpose of this memorandum is to provide the Capital Investment Committee (CIC) and the Board of Mayor and Aldermen (BOMA) with information to consider a Service Agreement to install Video Management Software and Hardware previously authorized.

### **Background**

The City of Franklin is in the process of converting the Traffic Operations Center (TOC) from an analog video network to a digital video network. The current and subsequent Franklin ITS (ARRA) project and other TOC projects will be able to utilize this conversion immediately. The conversion also provides the platform for other departments such as Water/Wastewater, Parks and Police the ability to use video surveillance equipment of their own.

### **Financial Impact**

The Service Agreement does not involve a monetary increase above what is already approved. This is authorization to proceed with the work.

### **Recommendation**

Staff recommends approval of this service agreement.

CUSTOMER INFORMATION		PRESIDIO Job ID:
<i>Company Name</i> City of Franklin, TN		<i>Name and Title of Person Requesting Service</i> Kevin Comstock, ITS Project Manager
<i>Address</i> 109 Third Avenue South		<i>Email Address</i> kevinc@franklintn.gov
<i>City, State and Zip</i> Franklin, TN 37064		<i>Phone/Fax</i> 615-791-3218
<i>Authorizing PO</i>		
<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.		
<p><b>Project Objectives:</b> Presidio Networked Solutions (PNS) is pleased to provide City of Franklin (COFT) this service agreement to implement Cisco VSM for the Traffic Operations department. This agreement defines the primary responsibilities and anticipated tasks associated with the project which are as follows:</p> <p><b>COFT Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Meet all prerequisites listed under the <b>Note</b> section of the price quotation.</li> <li>• Provide Cat6 UTP cable and 100Mbps PoE network connectivity for all indoor cameras.</li> <li>• Provide Cat6 UTP cable, 16/2 cable and 100Mbps network connectivity for all outdoor cameras.</li> <li>• Mount, align and focus all cameras at desired locations: <ul style="list-style-type: none"> <li>○ (3) Cisco 2621V at City Hall</li> <li>○ (20) Vicon Surveyor VFT PTZ at Traffic Intersections (w/ Axis 282 embedded encoders)</li> </ul> </li> <li>• Provide 120VAC power, 4-post 19" rack space and 1Gbps network connectivity for all Cisco VSM appliances.</li> <li>• Provide client workstations that meet Cisco VSM baseline specifications.</li> <li>• Configure desired VLAN and IP Addressing as well as ACL and QoS (if required) on all network equipment used for video.</li> <li>• Provide network design/parameters to PNS for configuration of video equipment.</li> </ul> <p><b>PNS Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Install latest firmware and configure network settings on cameras: <ul style="list-style-type: none"> <li>○ (3) Cisco 2621V</li> </ul> </li> <li>• Provide installation instructions for mounting and aligning network cameras.</li> <li>• Configure network parameters and install latest OS (if applicable) and latest software on Cisco VSM appliances: <ul style="list-style-type: none"> <li>○ (1) 2RU MSP for VSMS in Traffic Operations Center</li> <li>○ (1) 4RU MSP for VSMS in IT Data Center</li> <li>○ (1) 2RU MSP for VSOM in IT Data Center</li> </ul> </li> <li>• Configure Cisco VSM appliances for bonded/teamed NICs (if applicable).</li> <li>• Configure Cisco VSM camera feeds for all new cameras at desired encoding, resolution and frame rate: <ul style="list-style-type: none"> <li>○ (3) Cisco 2621V: H.264, 4CIF, 768-1500kbps</li> <li>○ (20) Axis 282: MPEG-4, 4CIF, 3000kbps (30 fps)</li> </ul> </li> <li>• Configure Cisco VSM recording/archiving of new camera feeds for desired retention and motion detection (if applicable): <ul style="list-style-type: none"> <li>○ (3) Cisco 2621V: 7 days</li> <li>○ (20) Axis 282: 0 days (NO Traffic recording)</li> </ul> </li> <li>• Configure Cisco VSM camera groups and views.</li> <li>• Configure Cisco VSM roles and users.</li> <li>• Test Cisco VSM functionality: <ul style="list-style-type: none"> <li>○ Test all new camera feeds for proper view and focus.</li> <li>○ Verify all new camera feeds are recording at desired resolution, frame rate and retention.</li> <li>○ Verify all new cameras can be viewed and video exported from &lt;=5 workstations that meet baseline specifications.</li> </ul> </li> <li>• Provide operator and administrator training to appropriate staff.</li> <li>• Provide all project documentation (detailed design document, drawings, etc.) within 30 days of project acceptance.</li> </ul> <p><b>Project Locations:</b> IT Data Center &amp; Traffic Operations Center 109 Third Avenue South, Suite 142 Franklin, TN 37064</p>		

[Empty large rectangular box for notes or specifications]

**ACCEPTANCE CONDITIONS**

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.

- Upon completion of the tasks identified in this Specification
- Other (specify):

**PRICE AND PAYMENT TERMS**

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 at the location indicated. 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, but no less often than monthly. Customer agrees to make timely payment for services rendered, including partial payments prior to final acceptance. Purchase orders are accepted via fax at 407.650.0999. Attn: Purchasing.

	Estimate	Actual
Hours:		
Hourly rate:		
Travel:		
Other:		
<b>Total:</b>		\$10,500

**Time and Materials** - 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 with prior written notification.

**Fixed Price** - Services will be provided on a not to exceed fixed price basis. If provided, time estimates are for planning and scheduling purposes only.

- NET20
- NET30
- % upon order, balance upon acceptance
- MasterCard/Visa: \_\_\_\_\_ Exp: \_\_\_\_\_

**AUTHORIZATION**

Signature endorsement of this agreement binds PRESIDIO and the Customer to our Standard Terms and Conditions provided on page 2. This agreement and the associated Terms and Conditions are effective upon acceptance by PRESIDIO.

Customer Signature - <i>[Signature]</i> - Proceed	Date
PRESIDIO Signature - Authorization to Proceed <i>[Signature]</i>	Date: 11/18/11
Customer Signature - Final Acceptance <i>[Signature]</i>	Date

**APPROVED AS TO FORM**  
**by City Attorney's Office**

By: *[Signature]*

Date: 10/27/11

## Standard Terms and Conditions

### I. AGREEMENT (REV PRS011-0603281)

The Terms and Conditions defined herein supplement the corresponding Purchase Order, Quote, Statement of Work, Proposal or other written specification ("Specification") with respect to the purchase of Products and Services by Customer ("Customer") and govern all matters between Presidio Networked Solutions, Inc. ("Presidio") and the Customer with respect to this subject. The combination of the corresponding Specification and these Terms and Conditions shall define the complete "Agreement" between parties. In the event of any conflict, the terms and conditions defined in this document shall prevail. The term of this Agreement shall continue from date of submission of the Specification by Presidio until Customer has made payment for all corresponding Products and Services.

### II. PURCHASE AND PAYMENT

When Customer has requested Presidio to procure products or provide services, whether by oral, telephonic, electronic, written or other means, then Customer's acceptance of (i) any products delivered FOB Origin; or (ii) any services performed constitutes agreement by Customer to make full payment for any invoices presented for these products or services in accordance with the payment terms defined on the corresponding Specification (in the absence of such terms, terms are NET30). Refurbished equipment orders are non-cancelable and require prepayment at time of order placement. Presidio reserves the right to invoice Customer upon and for each service rendered or product delivered, but no less frequently than monthly. Customer cannot refuse to make payment for partial delivery of services or products. Customer shall pay all charges on terms established by Presidio including reasonable charges for shipping, handling and insurance on any products delivered. For Specifications where a trade-in credit is provided, Presidio shall invoice for and Customer shall be responsible to pay for the trade-in value of any equipment not received by Presidio within 60 days of Customer's receipt of corresponding new equipment.

In the event Presidio purchases equipment, software or services on Customer's behalf or at Customer's direction in contemplation of entering into a third party leasing relationship, Customer shall issue a conditional Purchase Order to Presidio for the purchase of such equipment, software or services. In the event (i) Customer does not enter into the lease agreement within the contemplated time period, (ii) Customer suffers a material adverse change (in Presidio's sole discretion) or (iii) the third-party lessor should withdraw or revoke its approval for the lease, upon demand, Customer will immediately pay Presidio for any and all hardware, software or services so purchased on Customer's behalf, at the price set forth in the applicable Purchase Order.

If Customer fails to pay an invoice when due per the stated payment terms, Customer shall pay interest of 1.5% per month on the outstanding amount from the due date until the payment date. If Presidio undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including specifically all reasonable legal or collection agency fees. If Customer is in arrears on any invoice, Presidio may, on giving notice, apply any deposit thereto and withhold or cancel further performance of services or delivery of products until all arrearages are brought current.

Written notice of any disputed charge must be received by Presidio within 30 days of the date of issuance of the invoice in question or Customer forfeits the right to dispute the charge. This notice must include the invoice number in dispute, the items and amounts disputed and a complete description of the basis for Customer withholding payment. Notice of any disputed charge does not release Customer from the obligation of paying any remaining balance of the invoice under the terms specified. Upon resolution of the disputed charge, Presidio will issue a credit memo or Customer will pay the total amount outstanding referenced by the dispute. Any disputed charge resolved in Presidio's favor shall be liable to accrue late payment fees based on the terms of purchase.

### III. RETURNS

Due to Manufacturers' restrictions, Presidio reserves the right to refuse a product for return. Certain items such as software, special orders including distribution orders, refurbished equipment, and discontinued products are sold "as is" and cannot be returned. Returns, if possible, are subject to current manufacturer's policies and require a Return Merchandise Authorization (RMA) number in advance of the return. Returns without an RMA will be refused. COD shipments will be refused. If a returned product is not defective, Presidio reserves the right to assess a 10% restocking charge. Final acceptance of the return is conditional upon receipt of the product in "like new" condition with all parts, packing materials, seals and documentation intact. Presidio reserves the right to refuse a return which is not in "like new" condition.

### IV. TAXES

All sales, use, excise, value added, or personal property taxes; tariffs or import fees; and other governmental charges shall be paid by Customer and are Customer's responsibility except as expressly limited by law. A valid Tax Exemption Certificate must support exception to this provision and be on file with Presidio. Customer holds Presidio harmless from paying such taxes and charges on Customer's behalf.

### V. SECURITY INTEREST AND SELLERS OPTION

Customer hereby grants to Presidio a security interest in any and all products purchased by Customer from Presidio to secure all obligations of Customer to Presidio, including but not limited to any obligation of payment. The security interest granted to Presidio shall also cover all property of the same character as that covered by this security agreement that the Customer may later acquire at any time until the termination of this security agreement. Customer further agrees to execute any additional documents necessary to perfect or continue the security interest created by this agreement.

Presidio may, at its sole option, withhold delivery of all or any part of any order or cancel the order if at any time Customer's account with Presidio is in arrears. If at any time, Customer is in arrears on account, Presidio may then cancel this Agreement and seek redress for damages, including lost profits, offsetting any deposit there against.

### VI. WARRANTY AND LIABILITY

With respect to Services performed by Presidio, Presidio warrants to Customer, that the Services rendered shall be performed in a skillful and professional manner commensurate with the requirements of this effort. Customer shall notify Presidio in writing within thirty (30) days after

completion of the services in question when any of the services fail to conform to the standard of care set forth in this Agreement. In the event that any of Presidio's obligations hereunder is interfered with by reason of any circumstances beyond the reasonable control of Presidio, including without limitation, acts of war, terrorism, civil disobedience, severe weather or other acts of God, failures of suppliers to deliver equipment; then Presidio's sole obligation to perform services and/or provide products shall be on a best effort basis irrespective of any other written or verbal commitment to the contrary.

With respect to particular products manufactured or supplied by third parties to Presidio for resale to Customer, Presidio makes no warranties of any kind in addition to or exceeding the warranty supplied or offered by the respective manufacturer or supplier, which shall be transferred or assigned to Customer, and Customer's recovery is limited to recovery against such manufacturer or supplier for breach of any applicable warranties of manufacturer or supplier. In the event of a claim by Customer for breach of product warranty, Presidio must follow the warranty policy established by the manufacturer. This policy may require return of the warranted item to the manufacturer for repair. At Customer's request, Presidio agrees to take all actions reasonably necessary or appropriate to secure Customer's rights and to protect its interests under such third party warranties. Work performed by Presidio, not covered by product warranty, will be billed to Customer at the applicable labor rates.

With respect to products manufactured by Presidio, Customer is referred to the specific warranty documentation associated with that product. In the absence of such specific warranty, Presidio warrants that products shall be free from defects in workmanship and materials for a period of 90 days from the date the Customer purchased the product. Products failing to meet these conditions shall be repaired or replaced by Presidio, at Presidio's sole discretion (see Section III for return information).

With respect to software, Presidio warrants that software will perform substantially according to specifications, however, specifically does not warrant that software will be free from defects. In addition, due to the continual development of new techniques for intruding upon and attacking networks, software or any equipment, system or network on which the software is NOT warranted to be free of vulnerability to intrusion or attack.

Presidio is not responsible for determining whether or not obtaining a license for any Katz Patents or any IVR-related patents is advisable, or for obtaining any such license on Customer's behalf, or for paying any fees related to such licenses.

THE WARRANTY PROVIDED BY PRESIDIO IS SPECIFICALLY LIMITED AS DESCRIBED HEREIN. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE AND NONE SHALL BE IMPUTED OR PRESUMED.

ONLY TO THE EXTENT PERMITTED BY APPLICABLE STATE LAW, IN NO EVENT SHALL PRESIDIO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE PROVISION OF EQUIPMENT OR SERVICES PROVIDED HEREUNDER, EVEN IF PRESIDIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ENTIRE LIABILITY OF PRESIDIO AND CUSTOMER'S EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE TOTAL VALUE OF THIS AGREEMENT. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

### VII. OTHER TERMS

The parties are and shall be independent entities and nothing in this agreement shall be deemed to cause the creation of an agency, partnership, or joint venture between the parties. No party may assign its rights or obligations under this Agreement without prior written consent of the other party.

Customer agrees that it will not hire, solicit for hire, or retain the services of other party's employees (whether or not they were engaged in providing support or services under this Agreement) during the term of the Agreement and for a period of six (6) months thereafter without prior written agreement of both parties.

This Agreement constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions, and communications written or oral and may only be amended in writing by authorized representatives of both parties. If any provision of these terms and conditions is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect.

The provisions of this Agreement that under a commercially reasonable interpretation reveals that the parties likely would have such provisions survive termination or expiration of this Agreement shall survive to the extent necessary to fulfill the purpose of such provision. This specifically includes any obligation of Customer to make payments, maintain the confidentiality of the Agreement, and refrain from hiring or soliciting to hire employees.

Addendum to Presidio Networked Solutions Service Agreement  
COF Contract No. 2011-0143

This addendum shall modify and supersede the agreement titled Presidio Networked Solutions Service Agreement, number PRS P240-100810 (the "Agreement") and entered into on the \_\_\_ day of \_\_\_\_\_, 2011, by the City of Franklin, Tennessee and Presidio ("Vendor") and together with same shall constitute the entire agreement ("Contract"). Acceptance of payment as stated in the Contract constitutes Vendor's acceptance of all terms and conditions stated herein.

**Standard Terms and Conditions**

1. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.
2. 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.
3. 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.
4. 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

Addendum to Presidio Networked Solutions Service Agreement  
COF Contract No. 2011-0143

provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.

5. 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.
6. No Taxes, No Interest Payments. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. The City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. 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. The City does not agree to pay any interest for late payments, having agreed to pay in a timely manner.
7. Licensed users/"seats". If and whenever the Agreement defines or refers to "licensed users" such shall be read to allow installation of the program to allow efficient dissemination of the licensed program, such as disk mastering and other methods of mass installation, without exceeding the licensed number of seats.
8. Travel; expenses. The City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Work, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at [www.gsa.gov](http://www.gsa.gov) [click on 'per diem rates' under the 'etools' category].
9. Notices. Any notice provided pursuant to the Contract, 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 set forth in such other document which the Agreement or this Addendum 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: Eric Gardner  
109 Third Ave. South  
P.O. Box 305  
Franklin, TN 37065-0305  
FAX: 615/550-6613  
E-mail: Ericg@franklintn.gov

In the case of Vendor:

Presidio Networked Solutions, Inc  
Attn Jay Staples  
2 Sun Court  
Norcross, GA 30092  
FAX 770 326-7641  
email jstaples@presidio.com

Addendum to Presidio Networked Solutions Service Agreement  
COF Contract No. 2011-0143

10. Waiver. Neither party's failure or delay to exercise any of its rights or powers under the Contract 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. Vendor agrees to waive any convenience fee for the use of payment by purchasing card.
11. Severability. If any term or provision of the Contract is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Contract will not be affected.
12. Precedence. In the event of conflict between this Addendum and the provisions of the Agreement, or any other contract, agreement or other document to which the Agreement or this Addendum may accompany or incorporate by reference, the provisions of this Addendum will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Addendum.
13. Entire Agreement. These Standard Terms and Conditions, including any contract, agreement or other document which these Standard 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 Terms and Conditions. The terms and conditions of these Standard Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Terms and Conditions by section number and signed by an authorized representative of each party.
14. 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.
15. Applicable Law; Choice of Forum/Venue. The Contract constitutes the entire agreement and is 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-

Addendum to Presidio Networked Solutions Service Agreement  
COF Contract No. 2011-0143

law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, Tennessee.

16. Breach. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.
17. Survival. This Addendum shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference.





Quote #: 11138063-02  
 Date: 09/14/2011  
 Page: 1 of 3

**Quote Title: City of Franklin - TOC Video Surveillance**

To: Accounts Payable  
 City of Franklin  
 P.O. Box 295  
 Franklin TN, 37064

From: Krystal Klokow  
 Presidio Networked Solutions  
 5337 Millenia Lakes Blvd.  
 Suite 300  
 Orlando FL, 32839

Phone: (615) 791-1457 Ext. 0000  
 Email: .

Phone: (407) 641-0547  
 Fax: (615) 866-5763  
 Email: kklklow@presidio.com

Comments: Cisco Video Surveillance Manager (VSM) for TOC  
 TN State Contract  
 EDISON Contract ID: 10336

Account Manager: Jeffrey Hodges

- o The 1st 2RU MSP is for VSOM
- o Customer to provide Cat6, Fiber and LV cabling and mount cameras
- o Presume necessary ladders/lifts/bucket-trucks onsite for all cameras
- o Presume necessary 10/100Mbps PoE switch ports available for all cameras
- o Presume necessary 1Gbps switch ports available for all servers
- o Presume necessary 4-post 19" rack space available for all servers
- o Presume necessary 120VAC power available for all servers
- o Presume sufficient network bandwidth available between all nodes

#	Part #	Description	Qty	Price	Ext Price
<b>Hardware</b>					
<b>Total (Hardware):</b>					<b>\$0.00</b>
<b>City Hall</b>					
1	CIVS-IPC-2621V	Cisco VR SD IP Video Surveillance Dome, 3.3-12mm, D/N, Smkd	3	\$660.00	\$1,980.00
<b>Total (City Hall):</b>					<b>\$1,980.00</b>
<b>IT Data Center</b>					
2	CIVS-MSP-4RU	4RU w/Motherboard;1 CPU;RAID;Pwr Suppl;NO Drives;NO Options	1	\$8,132.85	\$8,132.85
3	CIVS-HDD-1000	1TB SATA Drive for CIVS-MSP	12	\$490.60	\$5,887.20
4	CIVS-PS-900	Redundant 900W Power Supply for CIVS-MSP 2RU, 4RU	1	\$480.70	\$480.70
5	CIVS-CAB-16-AC	CIVS C16 Power Cable North America	1	\$0.00	\$0.00
6	CIVS-VSM-SW6.3	CIVS-VSM Video Surveillance Manager v6.3 SW Mfg Image	1	\$0.00	\$0.00
7	CIVS-MS-SW6.3	CIVS-MS Media Server v6.3 Software Lic. with Hardware	1	\$651.75	\$651.75
8	CIVS-CAB-16-AC	CIVS C16 Power Cable North America	1	\$0.00	\$0.00
9	CPS-MSP-2RU-K9	MSP 2-RU Cisco Physical Security MultiService Platform Assy.	1	\$6,805.15	\$6,805.15
10	CIVS-CAB-16-AC	CIVS C16 Power Cable North America	1	\$0.00	\$0.00
11	CIVS-PS-900	Redundant 900W Power Supply for CIVS-MSP 2RU, 4RU	1	\$480.70	\$480.70
12	CIVS-CAB-16-AC	CIVS C16 Power Cable North America	1	\$0.00	\$0.00
13	CPS-VSM-SW6.3	CPS-VSM Video Surveillance Manager v6.3 SW Mfg Image	1	\$0.00	\$0.00
14	CIVS-MS-SW6.3	CIVS-MS Media Server v6.3 Software Lic. with Hardware	1	\$651.75	\$651.75
15	CPS-HDD-6TB-BNDL	6x1TB Hard-Drive Bundle for PhySec MSP	1	\$2,942.50	\$2,942.50
<b>Total (IT Data Center):</b>					<b>\$25,052.80</b>

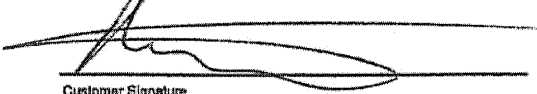
Traffic Operations Center					
16	CPS-MSP-2RU-K9	MSP 2-RU Cisco Physical Security MultiService Platform Assy.	1	\$6,805.15	\$6,805.15
17	CIVS-CAB-16-AC	CIVS C16 Power Cable North America	1	\$0.00	\$0.00
18	CIVS-PS-900	Redundant 900W Power Supply for CIVS-MSP 2RU, 4RU	1	\$480.70	\$480.70
19	CIVS-CAB-16-AC	CIVS C16 Power Cable North America	1	\$0.00	\$0.00
20	CPS-VSM-SW6.3	CPS-VSM Video Surveillance Manager v6.3 SW Mfg Image	1	\$0.00	\$0.00
21	CPS-HDD-6TB-BNDL	6x1TB Hard-Drive Bundle for PhySec MSP	1	\$2,942.50	\$2,942.50
<b>Total (Traffic Operations Center):</b>					<b>\$10,228.35</b>
Software					
22	CIVS-MS-CPSD-1SCL=	CIVS 1 Cisco Device Stream Connect License for Media Server	3	\$0.00	\$0.00
23	CIVS-MS-1SCFL=	1 Stream Connection Feature License for Media Server	20	\$178.75	\$3,575.00
24	CIVS-OM-SW6.3X=	CIVS-OM Operations Manager v6.3 SW Lic. w/ No SmartSearch	1	\$550.00	\$550.00
<b>Total (Software):</b>					<b>\$4,125.00</b>
Maintenance					
25	CON-SNT-CPSMSP2	SMARTNET 8X5XNBD MSP 2-RU Cisco Physical Security MultiSe	1 for 1 yr(s)	\$0.00	\$0.00
26	CON-SAS-VSMFL1	SW APP SUPP CIVS-MS-1SCFL	20 for 1 yr(s)	\$23.80	\$476.00
27	CON-SNT-IPC2621V	SMARTNET 8X5XNBD Cisco VR SD IP Video	3 for 1 yr(s)	\$0.00	\$0.00
28	CON-SAS-OMSW63X	SW APP SUPP CIVS-OM Operations Manager v6.3 SW Lic	1 for 1 yr(s)	\$72.25	\$72.25
29	CON-SNT-VSM4U	SMARTNET 8X5XNBD 4RU MSP Assembly	1 for 1 yr(s)	\$0.00	\$0.00
30	CON-SAS-VSMSS63	SW APP SUPP CIVS-MS Media Server v6.3 Software Lic	1 for 1 yr(s)	\$85.85	\$85.85
31	CON-SNT-CPSMSP2	SMARTNET 8X5XNBD MSP 2-RU Cisco Physical Security MultiSe	1 for 1 yr(s)	\$0.00	\$0.00
32	CON-SAS-VSMSS63	SW APP SUPP CIVS-MS Media Server v6.3 Software Lic	1 for 1 yr(s)	\$85.85	\$85.85
<b>Total (Maintenance):</b>					<b>\$719.95</b>
Service					
33	TPC-SVC-FP	Presidio Services -- Fixed Price City / IT configure cams, install and configure platforms, training.	1.00	\$6,110.00	\$6,110.00
34	TPC-SVC-FP	Presidio Services -- Fixed Price TOC configure encoders, install and configure platforms, training.	1.00	\$4,390.00	\$4,390.00
<b>Total (Service):</b>					<b>\$10,500.00</b>
<b>Grand Total:</b>					<b>\$53,585.90</b>

Quote valid for 30 days from date shown above. Prices may NOT include all applicable taxes and shipping charges. All prices subject to change without notice. Supply subject to availability.

**Import Clearance and Documentation** - Customer shall be responsible for the Customs clearance process, where applicable, and for obtaining any and all required license and permits as well as satisfying any formalities required to import the Products into the Territory in accordance with all applicable laws and regulations, including but not limited to the payment of duties, taxes, surcharges, fees and any special assessments and take all other actions required in connection with the importation and Customs clearance of Products. Customer shall be responsible for ensuring documentation necessary for the import and Customs clearance process and recordkeeping meets all applicable laws and regulations.

**Export Controls** - (i) Customer shall comply with all applicable Export Control Laws, including but not limited to the U.S. Department of Commerce's Export Administration Regulations, in the performance of this Agreement and in the import, export, re-export, shipment, transfer, use, operation, maintenance, repair or disposal of Products and any related parts, components, accessories, know-how or technology. "Export Control Laws" means all export control, economic sanction and antiboycott laws and regulations of the United States and other jurisdictions, including but not limited to the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations and the U.S. Department of Treasury's economic sanctions regulations. (ii) Product and any related parts, components, accessories, know-how and technology must not be re-exported or transferred to restricted persons and sanctioned countries designated by the U.S. Government, including Cuba, Iran, North Korea, Sudan and Syria, unless authorized in advance by the Company and the U.S. Government. (iii) Customer acknowledge that transfers of Product and any related parts, components, accessories, know-how and technology may be subject to the terms and conditions of an export license, license exception or other authorization pursuant to Export Control Laws. Customer agree to comply fully with the terms of any licenses, license exceptions or authorizations and to provide Presidio Networked Solutions access to records needed to confirm such compliance upon request. (iv) Customer further acknowledges that certain Products may contain encryption and may be restricted for export, re-export, shipment or transfer to government end users in certain countries.

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



Customer Signature

9/14/2011

Date

Kevin E. Comstock  
ITS Project Mgr.

Presidio Representative

Date