



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 20, 2019

AGENDA ITEM 3.9

TO: Regional Transportation Commission

FROM: Rob Reeder
Administrator Security/Safety



Lee G. Gibson, AICP
Executive Director

SUBJECT: Service Agreement Renewal RFI Communications & Security Systems

RECOMMENDATION

Approve a 12-month service agreement, with RFI Communications & Security Systems for maintenance and repair of RTC security systems, not to exceed \$109,270; authorize the RTC Executive Director to execute the agreement.

SUMMARY

A service agreement with RFI Communications & Security Systems (RFI) has been in place since 2006. RFI is a local authorized, provider for the electronic access controls system, intrusion detection and reporting system and the closed-circuit television (CCTV) systems currently in place. RFI is the local sole source provider for the access control system used. RFI has provided satisfactory performance as measured against numerous performance indicators (examples: systems uptime, efficiency and effectiveness of repairs, responsiveness to service requests, and conducting preventative maintenance). The term of the proposed service agreement is from July 1, 2019 to June 30, 2020.

FISCAL IMPACT

The service agreement amount is included in the FY 2020 Board approved budget.

PREVIOUS ACTIONS BY BOARD

There has been no previous Board action or direction on this agenda item.

ADDITIONAL BACKGROUND

After being awarded a contract through the competitive bid, process RFI installed RTC security systems in 2006. The continuous operation of an electronic access control system, intrusion detection and reporting system and CCTV system are essential to providing safe and secure transit operations and facilities.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

Communications & Security Systems

4060 McCarran Blvd., Suite A, Reno, NV 89502
 Tel: (775) 852-3555 Fax: (775) 852-6633
 NV Contractor's Licence #0021814A



Service Agreement 451-190Quote

RFI Communications & Security Systems (hereinafter RFI) agrees to provide, and Regional Transportation Commission (CUSTOMER) agrees to purchase coverage for the services listed on Attachment A in accordance with the terms and conditions of the NASPO ValuePoint Master Agreement and Statewide Master Service Agreement for Services RFP/CONTRACT #3407.

The terms and conditions of the RFP/CONTRACT #3407 (including Attachments A, B, C, & D) are incorporated in and made part of this Agreement. No change, alteration, or amendment of the terms and conditions of this Agreement is authorized or effective, unless it has been agreed to in writing by authorized agents of RFI and Customer. No course of dealing, or other conduct, or custom shall constitute an amendment to the terms hereof, or alter, or vary the terms of this Agreement.

Years	Coverage	Access Control	CCTV	Intrusion	Total
Year 1	7/1/2019 – 6/30/2020	\$65,860.00	\$41,074.00	\$2,336.00	\$109,270.00
Year 2	7/1/2020 – 6/30/2021	\$67,836.00	\$42,306.00	\$2,406.00	\$112,548.00
Year 3	7/1/2021 – 6/30/2022	\$69,871.00	\$43,575.00	\$2,478.00	\$115,924.00
Year 4	7/1/2022 – 6/30/2023	\$71,968.00	\$44,882.00	\$2,553.00	\$119,403.00
Year 5	7/1/2023 – 6/30/2024	\$74,126.54	\$46,229.00	\$2,629.00	\$122,984.54

Commencement Date of Service: July 1, 2019

Anniversary Date of Agreement: 6/30/19, 6/30/20 & 6/30/21

Plan Charge: \$ _____ (Annually In Advance) Net 30 _____ (Initial)

System Location: RTC – Terminal way, Villanova, Sutro, Centennial Plaza, 6th Street Yard, Virginia & 4th Street Rapid Stations

CUSTOMER (Billing Address):

Company: Regional Transportation Commission

Address: 2050 Villanova Drive

City: Reno State: NV Zip: 89502

Attention: Rob Reeder

Phone #: (775) 335-1870

Accepted by:

CUSTOMER:

Regional Transportation Commission

RFI Communications & Security Systems

By: _____

By: _____

Authorized Signature

Authorized Signature

Lee G. Gibson, AICP

Hyong C. Cho

Print Name

Print Name

Title: Executive Director

Title: Account Manager

Date: _____

Date: October 25, 2018

TERMS AND CONDITIONS

1. COVERAGE

A. RFI will provide to Customer service coverage, under the terms and conditions of this Agreement.

2. TERM AND TERMINATION

A. This Agreement is effective from the commencement date (shown on the face of this Agreement), and shall remain in force for a term of one year. Thereafter, this Agreement shall be automatically renewed for successive one year period. Either party may terminate this Agreement or withdraw equipment from this Agreement by providing the other party with written notice thirty (30) days in advance of an anniversary date.

3. PLANS AND CHARGES

RFI makes available to Customer the following Plans for Services as outlined below and in Attachments A, B, C & D.

Plan 1 - Full Service Warranty Agreement: This plan provides full replacement warranty for those components listed in Attachment C. Warranty term is for one (1) year and covers both the material and labor twenty-four (24) hours, seven (7) days a week. Additional features include: 1) **Emergency Service:** This provides a four (4) hour response (24 hours - 7 days a week) for all emergency service calls. 2) **Preferred Labor Rate:** Twenty percent (20%) discount off RFI's established standard labor rates for service labor outside of this scope. 3) **Direct Access to Service Department:** Twenty-four (24) hour access for requesting service calls via an "800" phone number. 4) **Rapid Response:** Calls received in the A.M. will be responded to the same day in the P.M.; calls received in the P.M. will be responded to the next day in the A.M. 5) **Priority Status:** This ensures priority with respect to scheduling of technicians for service calls. 6) **Enrollment in RFI Service Plus Program:** This program utilizes a networked database which provides site specific system configuration and detailed service history. 7) **Emergency Telephone Support:** Customer service/technical support provided 24 hours, seven (7) days a week. 8) **Documentation and Software Upgrades:** One (1) year of manufacturer's technical support and software upgrades for the system software.

4. PRICE CHANGE

For any prices quoted to Customer under this Agreement, RFI reserves the right to modify the prices any time after this Agreement has been in effect for a period of three (3) years and upon ninety (90) days prior with written notice to Customer. Any type of equipment or service not covered by this Agreement may be added to this Agreement at RFI's then current published rates or at such rates as may be mutually agreed upon.

5. TAXES

In addition to the charges due under this Agreement, Customer shall pay or reimburse RFI any taxes or charges resulting from this Agreement, excluding net income taxes, which are levied by a taxing authority based on Customer's ownership or use of the equipment.

6. BREACH OR DEFAULT

- A. If Customer does not promptly pay amount due hereunder, materially breaches this Agreement, becomes insolvent, or makes an assignment for the benefit of creditors, then in addition to damages or any other remedies provided by law:
- (1) RFI may refuse to continue servicing the equipment or may furnish service on a C.O.D. "Per-Call" basis at RFI's then Prevailing Time and Materials rate; and
 - (2) Customer shall pay RFI's costs and expenses of collection, including reasonable attorney's fees.
- B. RFI reserves the right to terminate or refuse service when, in RFI's opinion, site conditions represent a hazard to the safety or health of any RFI employee. Customer shall be immediately informed whenever such a condition exists.

7. LIMITATION OF LIABILITY

- A. In no event will RFI be liable for: (i) special, indirect or consequential damages, or (ii) any damages whatsoever resulting from loss of use, data or profits, arising out of or in connection with this Agreement or the use or performance of RFI products, whether in an action of contract or tort, including negligence. RFI's liability for injury to Customer personnel shall be limited to direct actual damage caused by RFI. RFI's liability for any failure or delay in performance shall be limited to the monthly maintenance charge associated with any piece of equipment and at no time shall RFI be liable for any failure or delay in performance due in whole or in part to any cause beyond the control of RFI. RFI shall be liable for any loss, damage, or destruction of Customer equipment in its possession except as may be caused by Customer, its customers, or common carrier. Such loss will be limited to the current fair market value of that equipment.
- B. No action, whether in contract or tort including negligence, arising out of or in connection with the performance of services under this Agreement may be brought by either party more than three (3) months after the cause of action accrues except that an action for non-payment may be brought by RFI at any time within the applicable Statute of Limitations time period.

8. EXCLUSIONS

- A. Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all facilities including, but not limited to, the failure to provide, or the failure of adequate electrical power, UPS power supplies, air conditioning or humidity control, or such special requirements noted by RFI.
- B. Repair of damage or increase in service time caused by use of the equipment for other than an ordinary use, for which the equipment was engineered and designed.
- C. Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized materials or equipment, or repairs by any unauthorized individuals.
- D. Repair of damage or increase in service time caused by accident, disaster, which shall include, but not limited to, fire, flood, earthquake, water, wind, lightning, and other acts of God; transportation; vandalism; neglect or misuse.
- E. Electrical work, UPS or other power supplies, external to the equipment or accessories furnished by RFI.

- F. Elimination of interference or background noise in the reception of picture, sound, or data, if such interference is present.
- G. Re-programming or reloading of the system and/or the client database for computer-based systems.
- H. Repair or Replacement of locking hardware. Such work will be performed on a time and material basis.

9. GENERAL

- A. This Agreement shall be binding when accepted by RFI, and shall be governed by the laws of the State of California.
- B. This Agreement may not be assigned by either party without the written consent of the other.
- C. RFI may subcontract any or all of the work to be performed by it under this Agreement subject to the prior written approval of Customer, but shall retain responsibility for the work subcontracted.
- D. This Agreement and Attachments (A, B, C & D) constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations and communications, oral or written, between the parties with respect to the subject matter hereof, and no deviation from these terms and conditions shall be binding unless in writing and signed by the party against whom enforcement is sought.
- E. If equipment has been altered or repaired by others in any way that, in the opinion of RFI, affects the reliability or detracts from the performance of the equipment, or if the equipment has been subject to misuse through negligence or otherwise, RFI shall have the right to terminate this contract in whole or part, and its obligation to provide service hereunder shall terminate accordingly.
- F. Any provision of this contract that may be invalid or illegal in any State shall fall by itself in that State, but shall in no way be held to invalidate any remaining provision otherwise not invalid or illegal. Any provision of this contract that may be unenforceable on a particular state of facts shall remain enforceable in other factual situations to the extent permitted by law.

ATTACHMENT A

Warranty And Service Programs Features and Benefits

SERVICE DESCRIPTION	PLAN 1	PLAN 2	PLAN 3	PLAN 4
Warranty coverage (parts, 12 months)	√	T&M	T&M	T&M
Warranty coverage (labor, 12 months; 8:00 am to 4:30 pm, Monday - Friday)	√	√	√	T&M
Warranty coverage (labor, 12 months; 24 hours / 7 days)	√	√	N/A	N/A
Emergency service (4-hour response, 24 hours / 7 days)	√	√	T&M	T&M
20% discount off Standard Labor Rates	√	√	√	√
Direct access to the Service Dept. through an "800" phone number 24 hours / 7 days	√	√	√	√
Rapid response (8:00 am to 4:30 pm, Monday - Friday, am / pm / response)	√	√	√	√
Priority status for dispatch of technician	√	√	√	√
Enrollment in RFI Service Plus Program - Database profile	√	√	√	√
24-hour customer service telephone support (Emergency)	√	√	T&M	T&M
Documentation & software/firmware upgrades on equipment and system configuration	√	T&M	T&M	T&M

NOTE: RFI's "Time and Materials" rates (as indicated in Attachment B) and terms will apply to any service requested by Customer which falls outside the scope of this Agreement.

ATTACHMENT B

Service Agreement Rates

ANNUAL SERVICE AGREEMENT

Total Charge = \$ _____ per annum*

* Charges based on equipment type and configuration

Note: Allow for a maximum of 3% increase to the contract per year

TIME AND MATERIAL LABOR RATES (With Service Agreement)

	Labor Rate (Per Hour)
Monday - Friday, 8:00 am to 5:00 pm (local time)*	\$95.20
Monday - Friday, 5:01 pm to 7:59 am **	\$123.75
Saturday **	\$160.00
Sunday **	\$160.00
RFI Holidays **	\$160.00

* Service rates do not include trip charges, which are area dependent.

** 2-hour minimum

RFI HOLIDAYS

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving
8. Day After Thanksgiving
9. Christmas Day

ATTACHMENT C

Covered Equipment Devices

The premise for this Service Agreement is based on original security system installed under RFI job number 34-21-50326 and associated change orders. Also additional security projects at Terminal way, Villanova, Sutro, Centennial Plaza, Rapid stations, 4th street and 6th street facilities since the completion of original project. The equipment associated with the Rapid Station is NOT covered in this service agreement.

- Estimated value of the existing security system is valued at approximately \$2.0 million.
- The proposed service agreement covers security equipment provided and installed by RFI at Terminal way, Villanova, Sutro, Centennial Plaza, 4th street, 6th street yard, Rapid Stations along the Virginia Street and 4th street corridors. This service agreement does not cover items provided by the client (ie. Security server computer and client workstation computers).
- The proposed service agreement includes two (2) preventative maintenance services of the installed security systems and one (1) gate motor and accessories per plan year. Also included in the service agreement is the fee associated with the manufacturer's annual Software Service Agreement (SSA). The manufacturer's SSA allows the client to receive free software upgrades during the plan period for access control system, however the SSA does not include RFI labor and AMAG's Professional Services required to perform the actual upgrades. The labor portion of the upgrade will be billed at actual hours based on published labor rate shown on the attachment "B". RFI will also perform monthly inspections of all Rapid Station CCTV system for proper operations.
- RFI will install the Claris360™ remote system management agent onto existing CCTV system. The Claris360™ agent will allow service technician and the system administrator to evaluate the overall performance of the CCTV system and the Digital Video Recorders, provide recommended Windows OS patches and provide remote support/recommendation as necessary. Note: To take advantage of the Claris360™ agent, we will require an additional outbound network connection.

ATTACHMENT D

This section is used to list any disclosure client might have on the system. Any non-functioning equipment at signing of Service Agreement must be disclosed in this section.

The Service Agreement includes Software Support Agreement with AMAG during the service agreement period.