

**AMENDMENT NO.2 TO MASTER CONTRACT FOR AN AUTOMATED VEHICLE
LOCATION SYSTEM, HOSTED SOFTWARE, AND SERVICES AGREEMENT
BETWEEN SNOHOMISH COUNTY AND RADIO SATELLITE INTEGRATORS, INC.**

Snohomish County hereinafter referred to as the "County" and the undersigned, hereinafter referred to as the "Contractor", desire to amend the contract executed on August 29, 2012, as amended by Amendment No.1 on December 11, 2012, and identified as the Master Contract For An Automated Vehicle Location System, Hosted Software, And Services Agreement Between Snohomish County And Radio Satellite Integrators, Inc. (the "Master Contract"). All provisions in the original contract remain in effect except as expressly modified by this amendment.

The changes to the contract are described below.

1. Paragraph A section 8. Price and Payment, is amended to read as follows:

8. PRICE AND PAYMENT.

- A. The County shall pay the Contractor One Hundred Fifty Seven Thousand Forty Five Dollars (\$157,045.00) for the Deliverables required to be provided by the Contractor through the end of the Warranty Period as stated in the schedule of payments described in Exhibit A. Costs for additional equipment provided by the Contractor shall not exceed Forty Six Thousand Six Hundred Twenty Dollars (\$46,620). Annual recurring charges for software subscription, support and maintenance services in years 2 through 5 shall not exceed ~~((Seventy Four Thousand Five Hundred thirty Five Dollars (\$74,535)))~~ One Hundred Twenty Thousand One Hundred Ninety Two Dollars (\$120,192) per year or a total of ~~((Two Hundred Ninety Eight Thousand One Hundred Forty Dollars (\$298,140)))~~ Four Hundred Eighty Thousand Seven Hundred Sixty Eight Dollars (\$480,768). Washington State Sales Tax will be charged by the Contractor and paid by the County, in an amount calculated at 8.6% ~~((and totaling))~~ at a total not to exceed ((Thirty Nine Thousand One Hundred Forty Six Dollars (\$39,146))) Fifty Eight Thousand Eight Hundred Sixty Two Dollars (\$58,862).

2. The first and third paragraphs of section 3.2.1 In-Vehicle Equipment, of Exhibit A, are amended to read as follows:

3.2.1 In-Vehicle Equipment

In-Vehicle Equipment is centered on the RSI Mobile Unit, a self-contained "black box" device integrating GPS location and sensor technologies, as well as wireless communications. The RSI Mobile Subsystem consists of a RSI Mobile Unit; GPS and RF antennas and associated cabling; all required data, sensor, and power connections. During the initial phase of the project, RSI will supply Snohomish County with all of these components for 178 vehicles, as listed in Appendix 3: Table 1: Solid Waste Division AVL Vehicle List and Appendix 4: Table 2: Road Maintenance AVL Vehicle List. After implementation of the initial phase of the project, the County may elect to install equipment in additional vehicles. RSI will supply the County with all of these components for up to 135 vehicles, at rates outlined in Section 13 of Revised Exhibit A, which is attached to this Amendment No. 2.

During the initial phase of the project, RSI will provide Snohomish County with 178 mobile units that have 3 serial ports and up to 17 sensor inputs/outputs. The device is manufactured by CalAmp and is model number LMU-4200. After implementation of the initial phase of the project, RSI will provide the County up to 135 of the same mobile units, at rates outlined in Section 13 of Revised Exhibit A, which is attached to this Amendment No. 2.

3. Section 5.3 AVL Data Transfer to Snohomish County, of Exhibit A, is amended to include section 5.3.3 Future Applications, and reads as follows:

5.3.3 Future Applications

RSI will configure the system to provide the County’s AVL data for future applications via an FTP transfer of the AVL SQL database, as frequently as once per day (covering midnight to midnight), but no less frequently than once per month. RSI will provide table structures so the County can work with the raw data in virtually any capacity it wants.

4. The final paragraph of section 12 Acceptance Criteria, of Exhibit A, is amended to read as follows:

12 Acceptance Criteria

Upon successful conclusion of the acceptance period, the final project completion acceptance document will be signed off by the Road Maintenance Operations Manager, Solid Waste representative (TBD), and the Snohomish County Project Manager. As additional equipment is ordered by the County, the final project completion acceptance document for that equipment will be signed off by the Snohomish County Project Manager.

5. Section 13 Costs, of Exhibit A, is deleted in its entirety and replaced with Section 13 of Revised Exhibit A, which is attached hereto and incorporated herein by this reference.

6. Section 14 Payment Schedule, of Exhibit A, is amended to read as follows:

14 Payment Schedule

The following percentages of the contract total will be paid to RSI, upon acceptance by Snohomish County of the following milestones, as defined in 12: Acceptance Criteria.

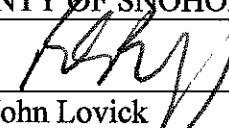
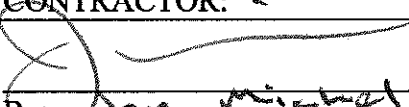
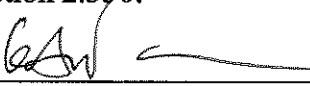
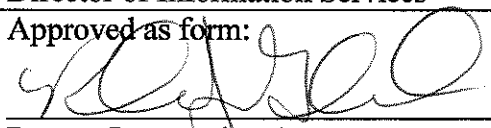
Milestone	Payment
Milestone Deliverable 2: Server Environment Loaded, Tested and Operational.	25% \$20,628
Milestone Deliverable 4: Project completion and final approval	10% \$8,251
Total	100% \$82,510

After criteria for Milestone Deliverable 1 has been met and as additional equipment is ordered by the County, the County will pay 100% of equipment costs, at rates outlined in Section 13 of Revised Exhibit A, which is attached to this Amendment No. 2.

Note: Monthly Service Fees are to be paid annually in advance and will begin upon installation or one month after delivery, whichever is first. RSI agrees to issue a credit to the County's account, or a cash refund if desired, for any amounts billed and paid but not used by the County.

Note: Quantity discount shown in 13 shall apply to service fees for all units if the total quantity exceeds 225.

IN WITNESS WHEREOF, the parties execute this Amendment No.2 this 8th day of October, 2013.

COUNTY OF SNOHOMISH:	CONTRACTOR: -
 PETER B. CAMP Executive Director By: John Lovick Snohomish County Executive 10/8/13 for	 By: Don Michals Title: President
Approved as to Snohomish County Code Section 2.350:  By: Gage Andrews Director of Information Services	
Approved as form:  Deputy Prosecuting Attorney	

COUNCIL USE ONLY	
Approved:	<u>10.7.13</u>
Docfile:	<u>D-10</u>



**Radio
Satellite
Integrators, Inc.**

**Snohomish County
STATEMENT OF WORK- AVL System
RFP-13-11
April 2012**



13 Costs



**Radio
Satellite
Integrators, Inc.**



SNOHOMISH COUNTY

**Snohomish County
Price Proposal - RFP 13-11
GPS-AVL Tracking System**

09/08/13

IN VEHICLE EQUIPMENT				RSI HOSTED
quantity		per unit		total
178	RSI MOBILE UNITS <i>RSI Mobile Units Configured for AT&T GPRS Includes: GPS/RF Antennas, Mount, and Cabling QTY discount: \$315 each for qty over 225.</i>	\$ 350 each	\$	62,300
5	SPARE RSI MOBILE UNITS	\$ 350 each	\$	1,750
14	Dickey-John/Spreader/Controller Interface Add-on <i>*may be compatible but different unit from above.</i>	\$ 595 each	\$	8,330
4	Raven Anti-icing DCS410 Controller Interface Add-on <i>*may be compatible but different unit from above.</i>	\$ 595 each	\$	2,380

TRAINING & OTHER START UP COSTS				
quantity		per unit	total	
4	DAYS OF ON-SITE SYSTEM TRAINING <i>Includes software and installation training</i>	\$ 1,250 each	\$	5,000
1	LOT TRAVEL	\$ 1,500 each	\$	1,500
1	LOT SHIPPING	\$ 1,250 each	\$	1,250
TOTAL START UP COSTS			\$ 82,510	

ADDITIONAL IN VEHICLE EQUIPMENT				
quantity (up to but not exceeding)		per unit	total	
42	RSI MOBILE UNITS	\$ 350 each	\$	14,700
93	RSI MOBILE UNITS (discount) <i>RSI Mobile Units Configured for AT&T GPRS Includes: GPS/RF Antennas, Mount, and Cabling QTY discount: \$315 each for qty over 225 (combined total).</i>	\$ 315 each	\$	29,295
5	SPARE RSI MOBILE UNITS	\$ 315 each	\$	1,575
0	Dickey-John/Spreader/Controller Interface Add-on <i>*may be compatible but different unit from above.</i>	\$ - each	\$	-
0	Raven Anti-icing DCS410 Controller Interface Add-on <i>*may be compatible but different unit from above.</i>	\$ - each	\$	-
140	SHIPPING (per unit)	\$ 7.50 each	\$	1,050
MAXIMUM ADDITIONAL EQUIPMENT COSTS			\$ 46,620	

MONTHLY RSI WEB TRACKING SERVICE FEES				
quantity (up to but not exceeding)		per unit	total	
313	RSI AVL WEB SAS TRACKING MONTHLY FEE <i>Includes Web browser tracking & reporting and wireless plan. Hosted off site by RSI Fees based on per vehicle per month Assumes 30 second update rate QTY discount: \$32 per month for qty over 225 (\$36 per month if qty drops below 225). Service fee rates will remain fixed for the life of the contract. (min. 100 vehicles)</i>	\$ 32 each	\$	10,016

RSI will honor all prices listed above for the duration of the contract plus optional extensions
includes an manual and documentation

CONFIDENTIAL