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2012-0259

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

1. PARTIES

1.1. Parties

THIS AGREEMENT FOR THE PURCHASE OF MOBILE DATA TERMINALS AND RELATED EQUIPMENT AND MAINTENANCE SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City" or "HPD"), a Texas home-rule city, and **PORTABLE COMPUTER SYSTEMS, INC. DBA PCS MOBILE** ("Contractor" and/or "PCS"), a corporation doing business in Texas.

1.2. Address

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City
Director of Administration and Regulatory
Affairs or Designee
City of Houston

P.O. Box 1562
Houston, Texas 77251

Contractor
Portable Computer Systems, Inc. dba
PCS Mobile
1200 W. Mississippi Ave.
Denver, CO 80223

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1.3. Table of Contents

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EXHIBITS

A.	Scope of Services
B.	Payment and payment Schedule for Services
C.	Equal Employment Opportunity Ordinance
D.	MWBE Compliance
E.	Drug Policy Compliance Agreement
F.	Drug Policy Compliance Declaration
G.	Contractor's Certification of No Safety Impact Positions in Performance of a City Contract
H.	Pay or Play
I.	Performance Bond

1.4. Parts Incorporated

The above described exhibits are incorporated into this Agreement.

1.5. Controlling Parts

If a conflict among the Sections and Exhibits arises, the Sections control over the Exhibits.

1.6. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original, as of the date of countersignature by the City Controller of the City of Houston.

**CONTRACTOR:
PORTABLE COMPUTER SYSTEMS INC.
DBA PCS MOBILE**

**CITY:
THE CITY OF HOUSTON, TEXAS**

By: *Kathleen G. Fiskler*
Name: Kathleen G. Fiskler
Title: President

By: *Arnold D. Pearson*
Mayor
Matthew D. Spill

ATTEST/SEAL:
By: *[Signature]*
Corporate Secretary

ATTEST/SEAL:
By: *[Signature]*
City Secretary

Tax Identification
84-1396969

APPROVED:
[Signature]
Chief of Police, Houston Police Department

APPROVED:
[Signature]
Director, Department of Administration and Regulatory Affairs

APPROVED AS TO FORM:
[Signature]
Assistant City Attorney
L.D. File No. 0371200039001

COUNTERSIGNED
Ronald C. Evans
City Controller
CRB. Evans

DATE COUNTERSIGNED
3-30-12

2. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

- 2.1. **“Agreement”** means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.
- 2.2. **“City”** is defined in the preamble of this Agreement and includes its successors and assigns.
- 2.3. **“Contractor”** is defined in the preamble of this Agreement and includes its successors and assigns.
- 2.4. **“Countersignature Date”** means the date shown as the date countersigned on the signature page of this Agreement.
- 2.5. **“Director”** means the Director of the Department of Administration and Regulatory Affairs, or the person he or she designates.
- 2.6. **“Documents”** mean notes, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.
- 2.7. **“HPD”** means City of Houston Police Department.
- 2.8. **“Include” and “including”**, and words or similar import, shall be deemed to be followed by the words “without limitation”.
- 2.9. **“Mobile Computing Solution”** means mobile computing solution delivered and installed by Contractor and all the hardware, software, materials, equipment, brochures, services, training and other incidentals necessary or convenient to the successful operation of the mobile computing solution.
- 2.10. **“Notice to Proceed”** means a written communication from the Director to Contractor instructing Contractor to begin performance.
- 2.11. **“Parties”** mean all the entities set out in the Preamble who are bound by this Agreement.
- 2.12. **“Project”** means the planning, implementation and work contemplated hereunder required for the delivery of the Mobile Computing Solution.
- 2.13. **“RFP”** means the City’s Mobile Data Strategy RFP S17-T23954.

3. DUTIES OF CONTRACTOR

3.1. Scope of Services

In consideration of the payment specified in this Agreement, Contractor shall provide all labor, materials, and supervision necessary to perform the services described in Exhibit A – Scope of Services. Contractor shall complete all services set out in Exhibit A and successfully complete each milestone set out in Exhibit B-2 within 508 days from the date of countersignature by the City Controller unless the Director in his sole discretion authorizes in writing a time extension, not to exceed 120 days.

3.2. Coordinate Performance

Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

3.3. Reports

Contractor shall submit all reports and progress updates required by the Director.

3.4. Prompt Payment of Subcontractors

Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. **CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.** Contractor shall submit disputes relating to payment of MWBE subcontractors to arbitration in the same manner as any other disputes under the MWBE subcontract.

3.5. RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

3.6. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

1. CONTRACTOR'S AND/OR ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
2. THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
3. THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

3.7. INDEMNIFICATION – PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET INFRINGEMENT

CONTRACTOR AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING CONTRACTOR, ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER 1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, 2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

3.8. INDEMNIFICATION – SUBCONTRACTOR'S INDEMNITY

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

3.9. Insurance

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Worker's Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

1. Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate
2. Worker's Compensation including Broad Form All States endorsement:
Statutory amount
3. Professional Liability
\$1,000,000 per occurrence; \$1,000,000 aggregate
4. Automobile Liability insurance
\$1,000,000 combined single limit

Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period
unless otherwise indicated.

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City. **CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED, MATERIALLY CHANGED OR NON-RENEWED.** Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

1. immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default; or
2. purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

3.10. Warranties

3.10.1. Contractor's performance shall conform to the professional standards prevailing in Harris County, Texas with respect to the scope, quality, due diligence, and care of the services and products Contractor provides under this Agreement.

3.10.2. Contractor warrants that its Mobile Computing Solution with the technical features detailed in Exhibits "A," "A-1," "A-2," "A-3," "A-4," and "A-5", meets the City's mobile data strategy requirements as detailed in the RFP.

3.10.3. Contractor warrants that it will provide all the professional services set out in Exhibits A, A-1 through A-4, and the software and hardware listed in Exhibit A-1 and in its response to the RFP for a total cost of \$ 10,190,799.99.

3.10.4. Contractor warrants that it will ensure that current HPD software applications operate correctly on new platform, and will provide maintenance support for the new units and installations.

3.10.5. Contractor warrants that it will be responsible for all tasks end to end required to make the proposed Mobile Computing Solution perform in accordance with manufacturer's specifications and Contractor's response to RFP, including all components proposed by the Contractor to support operation of the Mobile Computing Devices client and dispatching application.

3.10.6. Contractor warrants that it will provide, install, make operational, and maintain any and all components required to make the proposed Mobile Computing Solution fully operational with a high degree of performance.

3.10.7. Contractor acknowledges that HPD's dispatch function is of a critical nature and vital to the safety and security of City's citizens. Any and all software, hardware, cables, connectors, services, training documentation, or any other item that are necessary or convenient to the successful operation of the Mobile Computing Solution are the responsibility of the Contractor unless specifically defined as a City responsibility. Any defective equipment, software, services provided by the Contractor or oversights or omission on the part of the Contractor shall be the Contractor's responsibility to replace at no cost to the City.

3.10.8. Contractor warrants that its Mobile Computing Solution meets the requirements of the City as determined by the HPD Project Manager, or his designee.

3.11. Liability for Loss or Corruption of Data

If as a result of Contractor's negligence, HPD Provided Software or Database (as defined in Exhibit A-1) is lost or corrupted, Contractor shall, at no cost to City, restore the HPD Provided Software or Database to the previous day's uncorrupted state. Contractor's obligation is conditioned on the following requirements:

- (1) at the end of each day, Contractor and the City agree that the HPD Provided Software or Database exists and is uncorrupted,
- (2) the City notifies Contractor of lost or corrupted software or database within 24 hours after it becomes aware of it.

Lost or corrupted software or database means software or database that is inaccessible by the users, and not merely one that contains inaccurate data due to software or database defects or other reasons.

3.12. Confidentiality – Protection of City’s Interests

Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, “the Information”) that they receive, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section.

3.13. Use of Work Products

3.13.1. The City may use all notes, plans, computations, databases, tabulations, exhibits, photographs, reports, brochures, manuals, underlying data and other work products (collectively, the “Documents”) that Contractor prepares or obtains under this Agreement.

3.13.2. Contractor warrants that it owns the copyright to the Documents.

3.13.3. Contractor shall deliver the original Documents to the Director on request. Within five working days after this Agreement terminates, Contractor shall deliver to the Director the original Documents, and all other files and materials Contractor produces or gathers during its performance under this Agreement.

3.14. Compliance with Laws

Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

3.15. Compliance with Equal Opportunity Ordinance

Contractor shall comply with the City’s Equal Employment Opportunity Ordinance as set out in Exhibit C.

3.16. Minority and Women Business Enterprises Compliance

It is the City’s policy to ensure that Minority and Women Business Enterprises (“MWBES”) have the full opportunity to compete for and participate in City contracts. The objectives of Chapter 15, Article V of the City of Houston Code of Ordinances, relating to City-wide Percentage Goals for contracting with MWBES, are incorporated into this Agreement.

Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 12% of the value of this Agreement to MWBES. The City’s policy does not require Contractor to in fact meet or exceed this goal, but it does require Contractor to objectively demonstrate that it has made good faith efforts to do so. To this end, Contractor shall maintain records showing

- (1) subcontracts and supply agreements with Minority Business Enterprises,
- (2) subcontracts and supply agreements with Women’s Business Enterprises, and

(3) specific efforts to identify and award subcontracts and supply agreements to MWBEs. Contractor shall submit periodic reports of its efforts under this Section to the Affirmative Action Director in the form and at the times he or she prescribes.

Contractor shall require written subcontracts with all MWBE subcontractors and suppliers and shall submit all disputes with MWBE subcontractors to binding arbitration in Houston, Texas, if directed to do so by the Affirmative Action Director. All agreements must contain the terms set out in Exhibit D. If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, then the subcontract must also be signed by the attorneys of the respective parties.

3.17. Drug Abuse Detection and Deterrence

3.17.1. It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

3.17.2. Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

3.17.3. Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

3.17.4. Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

1. a copy of its drug-free workplace policy,
2. the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit D, together with a written designation of all safety impact positions and,
3. if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit E.

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit E. Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

3.18. Pay or Play

The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Contractor shall complete and submit to the Director Exhibit G, POP-2 Form prior to the execution of this Agreement.

3.19. Performance Bonds

Contractor shall furnish a performance bond (and payment bond) in the amount of \$10,190,799.99 (the total contract amount) for the Initial Term of the Agreement including extension terms, conditioned on the Contractor's full and timely performance of the Agreement (and payment of subcontractors). If the City renews this Agreement, Contractor shall maintain a performance bond in the amount equal to 100% of the total contract amount during the Renewal Term. The bond(s) must be in a form approved by the City Attorney, or substantially similar to the form set out in Exhibit I, and issued by a corporate surety authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list.

4. DUTIES OF CITY

4.1. Payment Terms

The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit B-1 for all services rendered and the deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

4.2. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

4.3. Method of Payment

The City shall pay Contractor on the basis of undisputed invoices submitted by Contractor and approved by the Director and in accordance with the payment schedule in Exhibit B-2. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

4.4. Limit of Appropriation

4.4.1. The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

4.4.2. In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$5,026,150.38 to pay money due under this Agreement (the "Original Allocation"). The

executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

4.4.3. The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ _____

4.4.4. The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

4.5. Changes

4.5.1. At any time during the term of this Agreement, the Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement and at the prices set out in Exhibit B-1 (Equipment List and Pricing) or the then current pricing at which Contractor sells such equipment to its government customers, plus any special provisions, specifications, or special instructions issued to execute the extra work.

4.5.2. The Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:

[Signature of Director]

4.5.3. The Director may issue more than one Change Order, subject to the following limitations:

4.5.3.1. Council expressly authorizes the Director to approve a Change Orders up to \$50,000. A Change Order of more than \$50,000 must be approved by the City Council.

4.5.3.2. If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

4.5.3.3. The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

4.5.4. Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The Director's decision regarding a time extension is final.

4.5.5. A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement but the charge for each product or service shall start to accrue only as of the Effective Date. For purposes of this section, the "Effective Date" means the date contained in the Director's written request as the date on which Contractor must deliver the product or service identified in Director's written request.

4.5.6. Change Orders are subject to the Allocated Funds provisions of this Agreement.

4.6. Access to Site

Contractor may enter and leave the premises at all reasonable times without charge. Contractor and its employees may use the common areas and roadways of the premises where it is to perform the services together with all facilities, equipment, improvements, and services provided in connection with the premises for common use. This excludes parking for Contractor's personnel. Contractor shall repair any damage caused by it or its employees as a result of its use of the common areas.

4.7. Access to Data

The City may, to the extent permitted by law, make available or allow Contractor to access data, in whatever form, in City's possession or control or available to it that are reasonably necessary for Contractor to perform its obligations under this Agreement ("City Data"). Any and all rights, title and interest in and to the City Data shall belong solely to the City.

The City does not, however, represent that all existing conditions are fully documented, nor is the City obligated to develop new documentation for Contractor's use.

4.8. Final Acceptance

4.8.1. Upon Contractor's notice that installation and diagnostic testing of the Mobile Computing Solution has been completed, the City will subject the Mobile Computing Solution and each component to performance trials. The Director and Contractor will design the performance trials to demonstrate conformity with the requirements of this Agreement. The City shall accept the Mobile Computing Solution when (i) the Mobile Computing Solution has been completely delivered and installed, and (ii) each phase of the Mobile Computing Solution has successfully completed performance testing for 30 consecutive business days (the "Performance Testing Period"); completion of (i) and (ii) above shall constitute City's "Final Acceptance".

The Director may extend the Performance Testing Period if the City, a third party, or a Force Majeure has delayed successful completion of performance testing. Performance testing includes the designed performance testing exercises as well as routine work of customer service. If the Mobile Computing Solution fails to pass performance testing, the City may pursue any of the remedies and rights available to a buyer, including but not limited to remedies and rights under Article 2 of the Texas Business and Commercial Code.

4.8.2. The Director may approve a partial acceptance of one or more designated Mobile Computing Solution components by making a determination that the components are of use and benefit to the City without the remainder of the Mobile Computing Solution capabilities. The Director shall notify Contractor in writing as to the City's acceptance, partial acceptance, or rejection of the Mobile Computing Solution and give the date of Acceptance or rejection. In the case of partial acceptance, City shall only be obligated to pay for the portion of the Mobile Computing Solution it accepts.

5. TERM AND TERMINATION

5.1. Contract Term

This Agreement is effective on the Countersignature Date and remains in effect for Three (3) years unless sooner terminated under this Agreement ("Initial Term").

5.2. Renewals

If the Director, at his or her sole discretion, makes a written request for renewal to Contractor at least 30 days before expiration of the then-current term and if sufficient funds are allocated, then, upon expiration of the Initial Term, this Agreement is renewed for two (2) successive one-year terms upon the same terms and conditions ("Renewal Term").

5.3. Termination for Convenience by City

5.3.1. The Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

5.3.2. On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section 4.1 unless the fees exceed the allocated funds remaining under this Agreement. Contractor shall refund pro rata any advance fees paid in accordance with Exhibits B-1 and B-2 for the period remaining after the termination of this Agreement.

5.3.3. TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE. WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

5.4. Termination for Cause

If Contractor defaults under this Agreement, the Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The Director, at his or her sole option, may extend the termination date to a later date. If the Director allows Contractor to cure the default and Contractor does so to the Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement. Contractor shall refund pro rata any advance fees paid in accordance with Exhibit B-1 and B-2 for the period remaining after the termination of this Agreement.

6. MISCELLANEOUS

6.1. Independent Contractor

Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. The City has no control or supervisory powers over the manner or method of Contractor's performance under this Agreement. All personnel Contractor uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Contractor is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all worker's compensation benefits coverage.

6.2. Force Majeure

6.2.1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or payment.

6.2.2. This relief is not applicable unless the affected party does the following:

6.2.2.1. uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

6.2.2.2. provides the other party with prompt written notice of the cause and its anticipated effect.

6.2.3. The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.

6.2.4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

6.2.5. If the Force Majeure continues for more than 14 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

6.2.6. Contractor is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Contractor shall employ only fully trained and qualified personnel during a strike.

6.3. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

6.4. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

6.5. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.6. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction. Venue for any litigation relating to this Agreement is Harris County, Texas.

6.7. Notices

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

6.8. Captions

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

6.9. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party

waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

6.10. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

6.11. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

6.12. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

6.13. Contractor Debt

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

EXHIBIT A
SCOPE OF SERVICES

1. The Contractor will be responsible for making sure all hardware, software, and service components are working together in the delivered Mobile Computing Solution.
2. Contractor shall provide a comprehensive solution that will remove the current Mobile Data Terminals/Computers (“MDT/MDC’s”) and mounting platforms from selected HPD vehicles and install selected mounting platforms, and supporting equipment as described in this Exhibit A and Exhibit A-1.
3. In accordance with Section 16 this Exhibit A below, the parties shall conduct pilot testing on a limited number of HPD vehicles to ensure the design is stable prior to commencing general installation. The design and installation of the Mobile Computing Solution shall pass field testing and shall be approved by patrol officers before general installation.

PROJECT PHASES

4. Contractor shall deploy the Mobile Computing Devices (“MCD”) in seven Phases as set out below:
 - a. Phase I - Project Planning;
 - b. Phase II – Installation Design;
 - c. Phase III – Pilot Testing; Applications and Interfaces Configuration & Verification Testing;
 - d. Phase IV – Design Finalization, Creation of hard drive “Golden Image”, Creation of training material;
 - e. Phase V –Training of HPD staff;
 - f. Phase VI – Deployment/Installation;
 - g. Phase VII – Create an HPD Advanced Information Portal;

The HPD Project Manager may schedule Tasks under the above seven Phases either in sequence or may have Tasks overlap without waiting for the completion and acceptance of a previous Task unless the completion of a prior Task is essential to the commencement or implementation of other Tasks.

PROJECT IMPLEMENTATION SCHEDULE

5. Contractor shall implement the Project according to the initial implementation schedule in Exhibit “A-4” and according to the schedule finalized and Accepted by the HPD Project Manager in Phase I, “Planning”.

PROJECT EQUIPMENT

6. Contractor shall provide the equipment listed below. Additionally, Contractor shall be responsible for managing all third-party contractors, applications, hardware/equipment, and services proposed by Contractor for the Mobile Computing Solution in its response to the RFP which are listed in Exhibit “A-1.” and “A-2.”
 - i. Contractor shall deploy all applications listed in Exhibit “A-2” in a Windows 7 32-bit professional environment.
 - ii. Contractor shall design the Solution to conform to the high level requirement shown in Exhibits “A-1.” and “A-2.”
 - iii. Contractor shall work with the City to develop and approve the project schedule.

- Contractor shall consolidate removed equipment and inventory equipment in the process.
- Contractor shall remove all hard drives from the old units identified as “Dispose”, inventoried, securely stored, and provided to HPD for destruction. Hard drives are not to leave HPD sites.
- Contractor shall dispose of old equipment identified as “Dispose” by HPD, as directed.
- Contractor shall remove the Verizon air card from such equipped units, write the Shop # (Vehicle #) and City # (Bar code #) using a permanent marker on the air card, and place in a separate bin. Air cards are not to leave HPD sites.
- Contractor shall install the laptops with all required hardware and software (MDT, dock Cradle with mount, console including face plates and cup holders, card scan, antennas, fuse blocks, power management module, microphone, etc.) as set out in this Exhibit A.
- Contractor shall not remove old antenna from vehicles, but shall remove antenna cable or wire.
- Contractor shall provide warranty to mitigate installations not satisfactory to HPD.
- Contractor shall place HPD inventory tags and Grant tags on all equipment as identified by HPD Project Manager, and will record information on the approved tracking Excel spreadsheets. Tags will be provided by HPD to the Contractor.
- Contractor shall test all installations with a “working” laptop, all functions shall be tested, including air card and GPS functionality.
- HPD shall review and signed off each installation before vehicle is released to the field
- Contractor shall run all wiring/cable enclosed in conduit style enclosures. Note: the modular connectors are not being used in this installation

HPD’s Responsibilities, the Project Manager:

- i. review and approve Installation Plan before any installation activities commence.
- ii. provide any comments, changes, or additions to Contractor in writing with 5 business days

14.J PHASE ONE, TASK 1.3.5 Acceptance Standards

Contractor shall have completed this Phase One, Task 1.3.5 when Contractor successfully completes all responsibilities set out for Contractor in Section 14.I of this Exhibit A, including providing a complete installation plan with all activities listed to complete all HPD identified vehicles by October 1, 2013.

15 – PHASE II – INSTALLATION DESIGN

15.A PHASE TWO, TASK 1.4.1 REVIEW CURRENT VEHICLE DESIGN

In consultation with the Project Manager, Contractor shall review all HPD vehicles to determine the process for each different vehicle type to remove the old equipment and install the new equipment.

Contractor’s Responsibilities - Contractor shall:

- i. review each vehicle type as set out in this Exhibit A to determine the removal process of the existing equipment.
- ii. review each vehicle type as set out in this Exhibit A to determine the installation process for the new equipment provided by the contractor as set out in this Exhibit A.
- iii. review each vehicle type as set out in this Exhibit A to determine the existing equipment that will be retained for use in the new solution.

15.B PHASE TWO, TASK 1.4.1 Acceptance Standards
Contractor shall have completed this Phase Two, Task 1.4.1 when Contractor successfully completes all responsibilities set out for Contractor in Section 15.A of this Exhibit "A".

15.C PHASE TWO, TASK 1.4.2 CREATE VEHICLE INSTALLATION DESIGN BY TYPE
In consultation with the Project Manager, Contractor shall create design documents describing the process to remove existing equipment and install the new equipment using the information gathered in 15.A.

Contractor's Responsibilities, Contractor:

- i. Will create a formal design process for each vehicle type, including the following information:
 - Existing equipment removal
 - New equipment installation
 - Existing equipment that will be used in the new solution
- ii. Will produce a document such that HPD resources can follow the documents for future installations.
- iii. Will produce a document that includes all activities and equipment to be used in all the vehicle types for the installation of the solution identified in this Exhibit A.

15.D PHASE TWO, TASK 1.4.2 Acceptance Standards
Contractor shall have completed this Phase Two, Task 1.4.2 when Contractor successfully completes all responsibilities set out for Contractor in Section 15.C of this Exhibit A, including producing design guides for each vehicle type as set out in this Exhibit A.

15.E PHASE TWO, TASK 1.4.3 REVIEW INSTALLATION DESIGN WITH HPD
Contractor will walk through and review each design created in 15.C with HPD Project Manager and HPD Mobile Technology Staff identified to review the processes for completeness, quality, and readiness for implementation.

15.F PHASE TWO, TASK 1.4.3 Acceptance Standards
Contractor shall have completed this Phase Two, Task 1.4.3 when Contractor successfully completes all responsibilities set out for Contractor in Section 15.E of this Exhibit "A".

15.G PHASE TWO, TASK 1.4.4 APPROVED PILOT DESIGN
HPD will approve each design document for each vehicle type created in 15.C and reviewed in 15.E. No installation work will begin until the design documents have been approved by HPD.

15.H PHASE TWO, TASK 1.4.4 Acceptance Standards
Contractor shall have completed this Phase Two, Task 1.4.4 when Contractor receives all design comments approved by HPD Project Manager.

16 - PHASE III – PILOT TESTING

16.A PHASE THREE, TASK 1.5.1 INSTALL APPROVED SOLUTION IN PILOT VEHICLES
In consultation with the Project Manager, Contractor shall follow approved procedures and designs to install the solution into the identified 6 to 12 HPD vehicles for pilot testing.

- Contractor's Responsibilities, Contractor shall:
- i. remove existing hardware and install all hardware in the pilot test vehicles following the approved pilot design in 1.4.4, and as set out in this Exhibit "A".

- ii. install and configure Contractor Provided Software.
- iii. execute and manage the installation of third-party applications listed in Exhibit A-1.B below.
- iv. test all Contractor Provided Software and application to ensure they are configured and functioning for production use.
- v. complete all documentation as set out in the approved final design.
- vi. support the testing of all ancillary applications.

16.B PHASE THREE, TASK 1.5.1 Acceptance Standards

Contractor shall have completed this Phase Two, Task 1.5.1 when Contractor successfully completes all responsibilities set out for Contractor in Section 16.A of this Exhibit A, including successfully removing existing equipment, and installing new and reused equipment in the pilot test vehicles, installing required Contractor provide software, and configuring required items so they may be used in a production environment.

16.C PHASE THREE, TASK 1.5.2 INSTALL HPD SOFTWARE ON PILOT LAPTOPS

HPD Mobile Technology Group, in consultation with contractor, will install all HPD software on the pilot laptops.

HPD's Responsibilities, the Mobile Technology Group:

- i. Will install all approved HPD software applications.
- ii. Will configure all network, security, etc. settings to allow pilot laptops to work on the HPD network over the air card to allow production use of laptops.
- iii. Will test applications to ensure they run properly on the pilot laptops.
- iv. Will give approval to HPD Project Manager to release the pilot laptops for testing in the field.

Contractor's Responsibilities, Contractor shall:

- i. provide support to installation activities to ensure the applications work as desired on the pilot laptops.

16.D PHASE THREE, TASK 1.5.2 Acceptance Standards

Contractor shall have completed this Phase Three, Task 1.5.2 when Contractor successfully completes all responsibilities set out for Contractor in Section 16.C of this Exhibit "A", including insuring that all software HPD and contractors provided works in a production mode accessing the HPD network in a secured manner as set out in this Exhibit "A".

16.E PHASE THREE, TASK 1.5.3 APPROVE PILOT VEHICLES FOR SERVICE

HPD Mobile Technology Group, in consultation with contractor, will review each pilot vehicle installation and will approve each for use by pilot testing officers.

HPD's Responsibilities, the Mobile Technology Group:

- i. Will test all emergency equipment, lights, radio, power ports, etc..
- ii. Will test laptop function while docked in the vehicle to ensure proper function while connected to the HPD network over the air card.
- iii. Will test GPS function and mapping application to ensure proper functioning while docked in the vehicle.
- iv. Will give approval to HPD Project Manager to release the pilot vehicles for testing in the field.

Contractor's Responsibilities, Contractor shall:

- i. provide support to testing activities to ensure the installation functions as desired in the pilot vehicles.

16.F PHASE THREE, TASK 1.5.3 Acceptance Standards

Contractor shall have completed this Phase Three, Task 1.5.3 when Contractor successfully completes all responsibilities set out for Contractor in Section 16.E of this Exhibit "A", including insuring that all pilot vehicles allow HPD officers in the field to perform all of their functions currently performed on the current MDC/MDT as set out in this Exhibit A.

16.G PHASE THREE, TASK 1.5.4 TRAIN PILOT OFFICERS ON PROPER USE

In consultation with the HPD Project Manager and HPD Mobile Technology Group, Contractor shall train identified pilot test officers in proper usage of the new solution.

Contractor's Responsibilities – Contractor shall:

provide a training session for the identified HPD pilot test officers in the proper usage of all new equipment installed in the pilot vehicles as set out in this Exhibit "A".

HPD's Responsibilities - the Project Manager:

- i. Will identify HPD officers to participate in the pilot testing activities.
- ii. Pilot test officers will attend training session.
- iii. Pilot officers will train all users they have assisting in the pilot testing activities.

16.H PHASE THREE, TASK 1.5.4 Acceptance Standards

Contractor shall have completed this Phase Three, Task 1.5.4 when Contractor successfully completes all responsibilities set out for Contractor in Section 16.G of this Exhibit A, including insuring that all identified pilot test officers have been trained in the proper usage of all new equipment installed as set out in this Exhibit A.

16.I PHASE THREE, TASK 1.5.5 PILOT TESTING

HPD patrol officers, in consultation with HPD Project Manager, will use the assigned pilot vehicle in production duty, testing all functions and features for completeness and ease of use with the understanding that their feedback will define the final configuration of the new Mobile Computing Devices.

HPD's Responsibilities, the HPD officers:

- i. Will test all emergency equipment, lights, radio, power ports, etc..
- ii. Will test laptop function while docked in the vehicle to ensure proper function while connected to the HPD network over the air card.
- iii. Will test GPS function and mapping application to ensure proper functioning while docked in the vehicle.
- iv. Will use vehicle in normal business duty, using as many features of the new equipment as possible.
- v. Will test console adjustment features to adjust the set-up to ensure comfortable usage by officers of all sizes.
- vi. Will document all comments, suggestions, and observations on the provided "Pilot Testing Evaluation" form and will turn this evaluation form to the HPD Pilot Officer team leads.
- vii. HPD Pilot Officer team leads will attend weekly status meetings to discuss observations.
- viii. Will immediately notify HPD Team lead and HPD Project Manager if any item in the installed solution presents a serious problem that would impact carrying out their daily duties.

- ix. HPD Project Manager will consolidate officer feedback and will provide to the Contractor within 5 days.

Contractor's Responsibilities, Contractor shall:

- i. provide support to pilot testing activities to ensure the project get quality input from the field officers that will ultimately use the vehicles in their normal daily duties.
- ii. make adjustments to the pilot vehicles as agreed upon by the HPD Project Manager. All pilots will be adjusted in the same manner so that all testing officers will be testing the same configurations.

16.J PHASE THREE, TASK 1.5.5 Acceptance Standards

Contractor shall have completed this Phase Three, Task 1.5.5 when Contractor successfully completes all responsibilities set out for Contractor in Section 16.I of this Exhibit "A", including insuring that all pilot vehicles have been tested by the officers that will use the vehicle in completion of their daily patrol duties, as set out in this Exhibit "A".

16.K PHASE THREE, TASK 1.5.6 DOCUMENT OFFICER TESTING FEEDBACK

HPD Project Manager, in consultation with the Contractor, will consolidate all evaluation information gathered by the officers performing the pilot testing activities, and will provide this to the Contractor to be reviewed, and the agreed upon items incorporated with the final design to be used in all future installations.

HPD's Responsibilities, the HPD Project Manager:

- i. Will consolidate officer feedback and will provide to the Contractor within 5 days.
- ii. Will facilitate weekly status meeting with pilot testing team leads.
- iii. Will review all officer feedback with Contractor, agreed upon items will be incorporated into the final design to be used in all installations.

Contractor's Responsibilities, Contractor shall:

- i. attend weekly pilot testing review meeting.
- ii. review all evaluation feedback with the HPD Project Manager and will provide suggestions to issues raised during the pilot testing.

16.L PHASE THREE, TASK 1.5.6 Acceptance Standards

Contractor shall have completed this Phase Three, Task 1.5.6 when Contractor successfully completes all responsibilities set out for Contractor in Section 16.K of this Exhibit A, including reviewing all issues raised during the pilot testing and providing solutions to problems encountered so they can be addressed prior to production installation.

17 – PHASE IV – FINAL DESIGN

17.A PHASE FOUR, TASK 1.6.1 INCORPORATE OFFICER FEEDBACK INTO DESIGN

The Contractor, in consultation with the HPD Project Manager, will consolidate all evaluation information gathered by the pilot testing activities, and will review each issues presented, and will suggest possible solutions to those issues.

Contractor's Responsibilities, Contractor:

- i. Will review all evaluation feedback with the HPD Project Manager.
- ii. Will provide to the HPD Project Manager issue resolutions within 5 days.
- iii. Will review pilot testing issue resolutions with the pilot testing team.

- HPD's Responsibilities, the HPD Project Manager:
- i. Will review all evaluation feedback with the Contractor.
 - ii. Will approve evaluation issue resolution within 5 days.

17.B PHASE FOUR, TASK 1.6.1 Acceptance Standards

Contractor shall have completed this Phase Four, Task 1.6.1 when Contractor successfully completes all responsibilities set out for Contractor in Section 17.A of this Exhibit A, including review of all pilot testing issue, suggesting possible resolutions of the issues, and review the resolutions with the HPD Pilot Team and HPD Project Manager.

17.C PHASE FOUR, TASK 1.6.2 UPDATE DESIGN DOCUMENTS

The Contractor, in consultation with the HPD Project Manager, will update all design documents with approved issue solutions from 1.6.2, which will be used during the remainder of the project and for all future installations.

Contractor's Responsibilities, Contractor:

- i. Will incorporate all changes as approved by the HPD Project Manager into the design documents.
- ii. Will review all design documents with the HPD Project Manager and Pilot Test Team.

HPD's Responsibilities, the HPD Project Manager:

- i. Will review all design documents with the Contractor.
- ii. Will approve updated design documents within 5 days.

17.D PHASE FOUR, TASK 1.6.2 Acceptance Standards

Contractor shall have completed this Phase Four, Task 1.6.2 when Contractor successfully completes all responsibilities set out for Contractor in Section 17.C of this Exhibit A, including updating of all design documents to include all approved pilot testing issue resolutions, reviewing updated design documents with HPD pilot testing team, and receiving approval to proceed from HPD Project Manager.

17.E PHASE FOUR, TASK 1.6.3 CREATE "GOLDEN IMAGE"

The Contractor, in consultation with the HPD Mobile Technology Group and the HPD Project Manager, will take one of the pilot laptops and create a "Golden Image" from the software and configuration on the laptop. The "Golden Image" will then be used by Getac when providing all new or replacement laptops to HPD.

Contractor's Responsibilities, Contractor:

- i. Will review the identified laptop's installed applications, remove any temporary or unwanted applications and files, and change required configuration settings so that they are generic.
- ii. Will work with HPD Mobile Technology Group to perform above tasks.
- iii. Will remove the hard drive from the approved "Golden Image" laptop.
- iv. Will send the hard drive to Getac, who will create the "Golden Image" on their system.
- v. Will ensure that Getac wipes drive and re-images same with the "Golden Image" on the drive within 1 business day.
- vi. Will ensure that Getac sends overnight the new hard drive back to HPD for testing in 1.6.4.

HPD's Responsibilities, the HPD Mobile Technology Group:

- i. Will identify a laptop from the Pilot Testing group to be used to create the “Golden Image”.
- ii. Will work with Contractor to ensure the identified laptop is reviewed and altered to create a “Golden Image” that can easily be used when received from Getac. Minimal configuration changes should be required.
- iii. Will ensure that all required software has been installed, configured, and is in good working order.
- iv. Will approve the “Golden Image” as ready for creation by Getac.

17.F PHASE FOUR, TASK 1.6.3 Acceptance Standards

Contractor shall have completed this Phase Four, Task 1.6.3 when Contractor successfully completes all responsibilities set out for Contractor in Section 17.E of this Exhibit A, including creation of the “Golden Image” hard drive, sending to Getac for creation on their site, insuring that Getac creates a new hard drive for final testing and approval by HPD Mobile Technology Group.

17.G PHASE FOUR, TASK 1.6.4 TEST “GOLDEN IMAGE”

The Contractor, in consultation with the HPD Mobile Technology Group and the HPD Project Manager, will receive the “Golden Image” hard drive and fully test using a pilot laptop to ensure all functionality works as desired. All future laptops received from Getac will use the “Golden Image” when providing all new or replacement laptops to HPD.

Contractor’s Responsibilities, Contractor:

- i. Will receive the “Golden Image” hard drive from Getac.
- ii. Will install the “Golden Image” hard drive in the identified laptop.
- iii. Will work with HPD Mobile Technology Group to test all functions and features on the “Golden Image” laptop.

HPD’s Responsibilities, the HPD Mobile Technology Group:

- i. Will test the “Golden Image” laptop to ensure that all required software has been installed, configured, and is in good working order.
- ii. Will notify the HPD Project Manager the “Golden Image” as approved and ready for service.

17.H PHASE FOUR, TASK 1.6.4 Acceptance Standards

Contractor shall have completed this Phase Four, Task 1.6.4 when Contractor successfully completes all responsibilities set out for Contractor in Section 17.G of this Exhibit A, including testing of the “Golden Image” hard drive on a pilot laptop by HPD Mobile Technology Group.

17.I PHASE FOUR, TASK 1.6.5 APPROVE “GOLDEN IMAGE”

HPD Project Manager will send approval of the “Golden Image” hard drive. All future laptops received from Getac will use the “Golden Image” when providing all new or replacement laptops to HPD.

HPD’s Responsibilities, the HPD Project Manager:

- i. Will issue written approval of the “Golden Image” to Contractor within 5 days of the end of 1.6.4.

17.J PHASE FOUR, TASK 1.6.5 Acceptance Standards

HPD shall have completed this Phase Four Task 1.6.5 when HPD successfully completes all responsibilities set out for Contractor in Section 17.I of this Exhibit A, including issuing approval

of the “Golden Image” to the Contractor.

17.K PHASE FOUR, TASK 1.6.6 APPROVE “FINAL DESIGN” READY FOR GO-LIVE
HPD Project Manager, in consultation with the HPD Mobile Technology Group, will send approval of the Final Design to the Contractor. All future installations will use this Final Design through the completion of the project.

Contractor’s Responsibilities, Contractor:

i. Will send all “Final Design” documents to the HPD Project Manager.

HPD’s Responsibilities, the HPD Project Manager:

i. Will review all “Final Design” documents with the HPD Mobile Technology Group for completeness and approval.

ii. Will issue approval of the Contractor’s “Final Design” in writing to the Contractor, which will be the notification the solution is ready for production installation.

17.L PHASE FOUR, TASK 1.6.6 Acceptance Standards
HPD shall have completed this Phase Four, Task 1.6.6 when HPD successfully completes all responsibilities set out in Section 17.K of this Exhibit A, including issuing approval of the Final Design to the Contractor.

17.M PHASE FOUR, TASK 1.6.7 SET-UP EQUIPMENT & SUPPLIES ORDERING
The Contractor, in consultation with the HPD Project Manager, will set-up all process/procedures required to ensure that any and all equipment and supplies required to complete each installation at the required timeframe is present.

Contractor’s Responsibilities, Contractor:

i. Will establish procedures with all of their vendors/sub-contractors to ensure all equipment and supplies are available at each installation facility on the required day and time so that all installation can be completed as set out in this Exhibit A.

ii. Will communicate to HPD Project Manager any issues or problems with deliveries of supplies within 1 business day of receiving knowledge of any issues or problems with deliveries.

17.N PHASE FOUR, TASK 1.6.7 Acceptance Standards
Contractor shall have completed this Phase Four, Task 1.7.1 when Contractor successfully completes all responsibilities set out for Contractor in Section 17.M of this Exhibit A, including creation of procedures to ensure all supplies are available on the day and time required to meet the schedule as set out in this Exhibit A.

18 – PHASE V – FINAL DESIGN

18.A PHASE FIVE, TASK 1.7.1 CREATE TRAINING SESSIONS & MATERIALS
The Contractor, in consultation with the HPD Project Manager, will create all training sessions and materials to be used in conducting all training sessions to the Mobile Technology Group and the officers.

Contractor’s Responsibilities, Contractor shall:

i. create training sessions, documentation/training materials, and provide training sessions to HPD personnel identified.

- ii. create easy to follow documentation of all processes and procedures with all forms, diagrams, etc. that are used in the process, training manuals and any course materials.
- iii. provide one (1) print-ready master copy, and (2) one CD-ROM of all training materials, ten days prior to the day on which such training is scheduled;
- iv. provide High-Level – Officers/Users (approximately 5,000) training sessions with documentation that will include the following topics:
 - An introduction to the new hardware and software – walkthrough
 - CD based user training
 - Turning on/off laptop
 - Docking
 - Re-positioning, swiveling, and tilting laptop
 - Locking laptop swivel for safety
 - Brightness control of screen
 - Using touch screen/touch pad
 - Connecting/re-connecting air card – how to visually determine if air card connected
 - Using mag-stripe reader
 - Using microphone
 - Power management review
 - Charging laptop – visual indicators
 - Plugging into ac outlet
 - Quick reference laminated card
 - Accessing ports on laptop
 - Connecting USB devices
 - Connecting cigarette plug accessories
 - Using arm rest and box
 - What to do if devices not functioning
- v. provide Detail-Level – Mobile Technology Group (approximately 22) training sessions with documentation that will include the following topics:
 - The vendor shall provide MCD installation and maintenance training for the Mobile Technology Group that will perform the maintenance and new installation for HPD once this project is completed.
 - Installation of hardware/software system in its approved final configuration
 - Hands-On sessions that cover the following:
 - “Swap out” training: Removing old MDC and installing new MCD
 - “New” installation training for brand new vehicles i.e. no existing installation
 - “Troubleshooting” training when installation not working in field (systematic checklists)
 - Installation and Troubleshooting procedures (start to end document of installation steps, shall be defined when installation process confirmed)
 - Easy to follow documentation of all processes and procedures with all forms, diagrams, etc. that are used in the process, training manuals and any course materials.
 - Trainees shall be included in the installation activities to experience actual installation processes.
 - PCS shall certify trainees once training course is successfully completed PCS will make certification based on testing developed by PCS and approved by the Project Manager. Retesting required by trainees to attain certification may be performed independently. PCS shall provide means for trainees to retest independently.

18.B PHASE FIVE, TASK 1.7.1 Acceptance Standards
Contractor shall have completed this Phase Five, Task 1.7.1 when Contractor successfully completes all responsibilities set out for Contractor in Section 18.A of this Exhibit A, including creation of training sessions and the materials required to successfully training the identified HPD personnel in the installation, maintenance, troubleshooting, and usage of the mobile computing solution.

18.C PHASE FIVE, TASK 1.7.2 CONDUCT TRAINING SESSIONS
The Contractor, in consultation with the HPD Project Manager, will provide training sessions using the materials created in 1.7.2 to the Mobile Technology Group and the officers and users of the solution.

Contractor's Responsibilities, Contractor shall:

- i. Will perform training sessions for Mobile Technology Group identified members.
- ii. Will lead hands-on training sessions for Mobile Technology Group identified members. Provide one-on-one assistance and mentoring.
- iii. Will provide testing to ensure trainees are picking up the knowledge being taught.
- iv. Will provide written certificate of course completion for the Mobile Technology Group upon successful completion of the training program.
- v. Will provide CD based High-Level user training to Pilot Testing team to get approval to distribute to the HPD division for individual officer training.
- vi. Will provide consulting assistance on material in training sessions as required to get users comfortable with the new solution.

HPD's Responsibilities, the HPD Project Manager:

- i. Will designate members of the HPD Mobile Technology Group for individual training sessions. Groups of 2 or 3 people will be identified to be trained in the hands-on sessions.
- ii. Will provide classrooms equipped with computer projector and workstation for professional training services personnel and workstations for each trainee; and
- iii. Will provide each trainee with a paper copy of course materials being used in class.
- iv. Will review progress of training with Mobile Technology Group, Officers, and Users in training. If HPD Project Manager determines training is not adequate, at his/her sole discretion the training will be altered by the Contractor to provide for better content.

18.D PHASE FIVE, TASK 1.7.2 Acceptance Standards

Contractor shall have completed this Phase Five, Task 1.7.2 when Contractor successfully completes all responsibilities set out for Contractor in Section 18.C of this Exhibit A, and in the sole discretion of the Project Manager, all classes listed in 1.7.1 above have been conducted by Contractor in such a way that students trained fully understand how to use and/or install, maintain, and troubleshoot the installed system and the Project Manager signs the Task completion letter submitted by Contractor in confirmation of the same.

19 - PHASE VI - INSTALLATION

19.A PHASE SIX, TASK 1.8 INSTALLATION

In consultation with the HPD Project Manager, Contractor shall follow approved procedures and final designs to install the solution into the identified HPD vehicles for production use.

Contractor's Responsibilities, Contractor shall:

- i. Will remove existing hardware identified in the identified HPD vehicles.

- ii. Will install all hardware specified in the Final Design in the identified HPD vehicles.
- iii. Will install and configure Contractor Provided Software and ancillary System applications.
- iv. Execute and manage the installation of third-party applications listed in Exhibit A-1.B below.
- v. Will test all Contractor Provided Software and application to ensure they are configured and functioning for production use.
- vi. Will complete all documentation as set out in the approved final design.
- vii. Will support the testing of all ancillary applications.
- viii. Will participate in routine status meetings as set out by the HPD Project Manager.
- ix. Will label/tag each piece of equipment with HPD property tag and "Grant" tags as identified by HPD Project Manager. All labeled/tagged items will be recorded in Excel spreadsheet with serials numbers, etc.

HPD's Responsibilities, the HPD Mobile Technology Group:

- i. Will review each vehicle installation, ensure it is functioning correctly, and approve the installation on the approved form.
- ii. Will provide feedback to Contractor and HPD Project Manager on any issues encountered.
- iii. Will participate in routine status meetings as set out by the HPD Project Manager.

19.B PHASE SIX, TASK 1.8 Acceptance Standards

Contractor shall have completed this Phase Six, Task 1.8 when Contractor successfully completes all responsibilities set out for Contractor in Section 19.A of this Exhibit A, including successfully removing existing equipment, and installing new and reused equipment in the pilot test vehicles, installing required Contractor provide software, and configuring required items so they may be used in a production environment.

20 – PHASE VII – CREATE AN HPD ADVANCED INFORMATION PORTAL

20.A PHASE SEVEN, TASK 1.9.1 HIGH-LEVEL REVIEW OF PORTAL SCOPE

In consultation with the HPD Project Manager, Contractor shall present the HPD Project Manager and identified staff the scope of the proposed portal.

Contractor's Responsibilities, Contractor shall:

- i. present information of the scope of the portal, including:

- Functionality expected
- Overall look and feel
- Navigation method
- Maintenance
- Build Schedule
- Testing methodology
- Architecture

20.B PHASE SEVEN, TASK 1.9.1 Acceptance Standards

Contractor shall have completed this Phase Seven, Task 1.9.1 when Contractor successfully completes all responsibilities set out for Contractor in Section 20.A of this Exhibit A, including successfully presenting the review of the portal portion of the project.

20.C PHASE SEVEN, TASK 1.9.2 APPROVAL TO PROCEED WITH PORTAL

HPD Project Manager shall issue approval to proceed with the Portal portion of the project, or notice to remove the portal from the project scope.

HPD's Responsibilities, the HPD Project Manager:

- i. Will provide HPD staff to review information presented.
- ii. Will approve High-Level design and give approval to proceed or notification not to proceed.
- iii. HPD Project Manager, at his/her sole discretion, may determine to not proceed with this portion of the project, and will notify Contractor within 5 days of review session(s).

20.D PHASE SEVEN, TASK 1.9.2 Acceptance Standards

HPD shall have completed this Phase Seven, Task 1.9.2 when HPD Project Manager successfully completes all responsibilities set out for Contractor in Section 20.C of this Exhibit A, including issues approval to proceed with portal creation or notice to discontinue portal portion of the project.

20.E PHASE SEVEN, TASK 1.9.3 DESIGN PORTAL

In consultation with the HPD Project Manager, Contractor shall create design documents to create the proposed HPD Advanced Information Portal.

Contractor's Responsibilities, Contractor shall:

- i. create screen mock-ups for all expected screens of the portal.
- ii. create flow documents describing the general flow and function of the portal.
- iii. send design documents to HPD Project Manager for review.

20.F PHASE SEVEN, TASK 1.9.3 Acceptance Standards

Contractor shall have completed this Phase Seven, Task 1.9.3 when Contractor successfully completes all responsibilities set out for Contractor in Section 20.E of this Exhibit A, including creating design documents specifying the details for the HPD Advanced Information Portal.

20.G PHASE SEVEN, TASK 1.9.4 HPD REVIEW OF PORTAL DESIGN

In consultation with the HPD Project Manager, Contractor shall review/walk-through design documents created for the proposed HPD Advanced Information Portal.

Contractor's Responsibilities, Contractor shall:

- i. attend and lead review session with identified HPD resources to review/walk-through the design of the portal.
- ii. incorporate approved changes from the review session.

HPD's Responsibilities, the HPD Project Manager:

- i. Will identify and schedule HPD resources to attend portal design review session.
- ii. Will schedule a room with projector for the review session.
- iii. Will attend review session.
- iv. Will in coordination with the Contractor, approve changes required by users from the review session.

20.H PHASE SEVEN, TASK 1.9.4 Acceptance Standards

Contractor shall have completed this Phase Seven, Task 1.9.4 when Contractor successfully completes all responsibilities set out for Contractor in Section 20.G of this Exhibit A, including walking HPD resource through the design documents specifying the details for the HPD Advanced Information Portal.

- 20.I PHASE SEVEN, TASK 1.9.5 APPROVAL TO PROCEED WITH DEVELOPMENT
HPD Project Manager shall issue approval to proceed with the Portal development.
HPD's Responsibilities, the HPD Project Manager:
- i. Will, in agreement with HPD resources attending the 1.9.4 review meeting, approve portal design and give approval to proceed with development.

- 20.J PHASE SEVEN, TASK 1.9.5 Acceptance Standards
HPD shall have completed this Phase Seven, Task 1.9.5 when HPD Project Manager successfully completes all responsibilities set out for Contractor in Section 20.I of this Exhibit A, including issuing approval to proceed with HPD Advanced Information portal development.

- 20.K PHASE SEVEN, TASK 1.9.6 TEST PORTAL
In consultation with the HPD Project Manager, Contractor shall perform thorough unit/string/system testing on the HPD Advanced Information Portal.

- Contractor's Responsibilities, Contractor shall:
- i. document testing conditions in a test plan.
 - ii. provide the test plan to HPD for approval.
 - iii. execute test plan, once HPD approval has been provided.
 - iv. install portal on HPD equipment, test functionality, and release to HPD for user based testing.
 - v. demonstrate the portal to HPD identified resources for HPD testing.
 - vi. support HPD testing of portal
- HPD's Responsibilities, the HPD Project Manager:
- i. review Contractor test plan for completeness.
 - ii. approve test plan, and notify Contractor to proceed with testing.
 - iii. schedule a room with projector for the demonstration of the portal.
 - iv. attend demonstration of the portal.
 - v. identify HPD resources to participate in HPD portal testing.
 - vi. in coordination with the Contractor, approve changes required by users from the demonstration session.
 - vii. issue final approval of portal to Contractor once HPD resources have indicated acceptance of portal.

- 20.L PHASE SEVEN, TASK 1.9.6 Acceptance Standards
Contractor shall have completed this Phase Seven, Task 1.9.6 when Contractor successfully completes all responsibilities set out for Contractor in Section 20.K of this Exhibit A, including demonstration of the HPD Advanced Information Portal and receiving approval of portal from the HPD Project Manager.

- 20.M PHASE SEVEN, TASK 1.9.8 IMPLEMENT PORTAL IN PRODUCTION
HPD Project Manager will schedule portal to be moved into production use, and will update the "Golden Image" with the new HPD Advanced Information Portal.

- Contractor's Responsibilities – Contractor shall:
- i. support HPD production implementation of the portal.
 - ii. perform maintenance activities as set out in this Exhibit A.
 - iii. update the "Golden Image" with the production version of the portal.
 - iv. deploy the portal to all vehicles previously installed.

v. monitor production usage and configure as needed to ensure the portal functions in an acceptable timeframe for the officers using the portal.

HPD's Responsibilities – the HPD Project Manager shall:

viii. schedule HPD Advanced Information Portal for implementation in the production environment.

20.N PHASE SEVEN, TASK 1.9.8 Acceptance Standards

HPD shall have completed this Phase Seven, Task 1.9.8 when HPD successfully completes all responsibilities set out for HPD in Section 20.M of this Exhibit A, including production implementation of the HPD Advanced Information Portal.

EXHIBIT A-1

LIST OF CONTRACTOR'S & THIRD-PARTY EQUIPMENT, APPLICATIONS, ANCILLARY SYSTEMS & INTERFACES TO BE DEPLOYED BY CONTRACTOR FOR THE PROJECT UNDER THIS AGREEMENT

A. Contractor Provided Hardware

1. Contractor shall provide the hardware listed and described in detail in Exhibit B-1 (Equipment List and Pricing) and shall provide the City with all corresponding manufacturer warranties and support contemplated under this Agreement.
2. Contractor has notified City that the GOBI LTE built in air card is not available for purchase at this time. Contractor agrees that once these air cards become available, HPD shall have the option to select the new GOBI LTE air card instead of the above listed model and configuration. Upon City's request, Contractor shall provide the new GOBI LTE air card at the then current price.
3. Contractor shall ensure that the hard drives on the MCD's shall be configured using the Golden Image process described in Section C below (Software – Golden Image) such that when the MCD's are delivered for initial install or follow on maintenance, minimal installation tasks are required other than docking the laptop. This includes Windows OS, Microsoft Office (Word, Excel, and Outlook).
4. Minimum requirements for the MCD Mounting System shall include but not be limited to the following:
 - Locking docking station (port replicator) for laptop, shall all be the same key
 - Shall fit the current standard police vehicle models, including but not limited to, Crown Victoria, Impala, Charger, Tahoe, Dodge RAM pickup, or other standard police vehicles
 - Mounting platform shall provide flexible movement to permit driver or passenger to operate laptop with ease
 - Mounting platform shall have stops in place to prevent laptop interference of driver while in motion
 - Mounting platform and all equipment installed shall not interfere with airbag restraint systems operation
 - Console shall be modularized to allow for change out and upgrade of components
 - Power to the equipment installed should be integrated into the car power system with sufficient battery back-up and a power management module to disconnect power to the devices connected should battery power reach a minimum point or a selected length of time has transpired since the ignition was shut off
 - HPD's current standard police vehicle is a Ford Crown Victoria Police Interceptor. HPD's standard police vehicle is expected to change during the Project.
 - Contractor shall include the costs to modify the design for one model change during the Project time frame
 - Docking Station/Port Replicator shall have USB and Ethernet connections.
 - Use of the same model of mounting platform on as many vehicles as possible is required for all Ford Crown Victoria Police Interceptors

- All faceplates for equipment mounted in the console, or blank plates to fill in open spaces will be included
- Console shall include space to mount the Motorola APX7500 radios that HPD will use, current Whelen siren and emergency light control (Whelen CenCom will be used in the future), and shall include two cup holders

B. SOFTWARE

1. Contractor Provided Software

Contractor shall provide and install the software listed and described in detail in Exhibit B-1 (Equipment List and Pricing) on the MCD's ("Contractor Provided Software") and shall provide City with all the corresponding manufacturer warranties and support and the required licenses to use the software in the manner contemplated under this Agreement.

Contractor shall ensure that upon completion of installation, the Contractor Provided Software is fully integrated and functioning with the current dispatch system (CAD AVL).

Contractor shall provide original CD/DVD's of the Contractor Provided Software for HPD to use in reinstallation. All licensing costs shall be included in this contract. City shall not be responsible for any separate licensing costs for any software received pursuant to this Agreement.

2. HPD Provided Software

- HPD Current Mobile Applications – Including, but not limited to the following
 - ❖ Crash Reporting Program
 - ❖ City of Houston Pay Check
 - ❖ HPD WebID System
 - ❖ HPD Time Card System
 - ❖ Records Management
 - ❖ Gang Tracker
 - ❖ GroupWise eMail
 - ❖ Mug Shot Database
 - ❖ Finger Print Scanner
 - ❖ DIMS/JIMS
 - ❖ Subpoena System
 - ❖ Offense Reporting System
 - ❖ Towed Vehicle System
 - ❖ Hot Sheet (Stolen Vehicles)
 - ❖ OLO
- ❖ MDC Client
- Microsoft Office
- Full Integration with current dispatch system (Computer Aided Dispatch – Automated Vehicle Locator)
- All software deployed throughout the department shall be the most current version.

3. HPD MDC/MDT Legacy Software

- Contractor's Mobile Computing Solution shall allow for wireless capabilities for MCD functions on the new devices, while simultaneously allowing legacy radio data-link application protocol (RD-LAP) equipped cars to operate normally. All currently used legacy applications, including but not limited to the dispatch functions shall function on

the new units in the same manner as they do on the old devices. There is not a one time cut-over, cars will be phased into operation as the new devices are installed and approved by HPD, but will continue to use the legacy applications until the new RMS application(s) are deployed.

- Contractor's installation shall begin prior to the October 1, 2013 implementation date of the Records Management System project.
- Contractor shall ensure that the MCD's shall operate with the existing software on the old devices, using wireless air-cards (without the RD-LAP communication method) and that all identified applications successfully run on the proposed solution.
- Contractor shall ensure that all legacy applications used by the HPD officers today, including but not limited to CAD, MDC, Data Works, etc., and interfaces shall be operational on the MCDs.
- Contractor shall perform testing with HPD resources. Testing shall be completed on a production configured device, and shall be completed using a wireless connection.
- Upon HPD's approval, the applications will be made part of the "Golden Image" to be deployed to all devices.
- Contractor shall provide installation and configuration documentation to HPD.
- HPD shall identify all legacy software, test all legacy software on the proposed configuration, and will approve software to be included on "Golden Image" before any installation begins for the pilot vehicles.
- Contractor acknowledges that the current mobile computing device client software performs dispatching, reporting, and look-up features using RD-LAP technology, and is one of the most critical components used by HPD officers. The Contractor shall ensure this application operates with the Mobile Computing Solution using a wireless air card to provide HPD officers the same functionality currently used.

C. SOFTWARE – "GOLDEN IMAGE"

"Golden Image" Process:

"Golden Image" will be created on standard Getac B300 i7-2649 laptop by Contractor working jointly with HPD technicians.

Contractor Responsibility:

- Install PCS provided applications as specified in section 7.1
- Configure security settings for laptop and HPD network
- Configure Encryption and passwords required
- Configure applications for production use

HPD Responsibility:

- Assign specific user codes and passwords
- Install all HPD provided applications as specified in section 7.2
- Will test "Golden Image" to verify all applications/hardware function successfully in a production usage mode, including:
 - GPS
 - Air card
 - Security key (RSA/Gemalto)
 - All Contractor provided applications
 - All HPD provided applications

Contractor Responsibility:

- Hard Drive will be shipped to GeTac
- GeTac will copy “Golden Image” to secured server
- GeTac will wipe hard drive
- GeTac will copy “Golden Image” to hard drive
- GeTac will send hard drive back to HPD

HPD Responsibility:

- HPD will install and test “Golden Image” as delivered functions properly.
- HPD will approve and issue approval to Contractor. Once approved by HPD, all laptops will be delivered with approved “Golden Image”

Update the “Golden Image”:

- GeTac allows 3 “Golden Image” updates per year, if additional updates are required, they are charged at an additional amount.
- Updates follow the above defined process for creating original “Golden Image”

EXHIBIT A-2

LIST OF CONTRACTORS & SUB-CONTRACTORS PROJECT LOGISTICS TO BE DEPLOYED BY CONTRACTOR FOR THE PROJECT UNDER THIS AGREEMENT

General Installation Logistics

- Contractor will deliver in stages the Getac rugged notebook to the central location identified by HPD for delivery.
- HPD will review and approve images on computers and complete desired asset management (Contractor will provide asset tagging upon delivery).
- Each day of installation, Contractor will acquire and record number of laptops and any additional related pertinent information for anticipated installation and deliver to installation sites. Contractor will confirm equipment serial numbers.
- Contractor will deliver all items for pre-building the console/mounting assemblies to Contractor facilities for pre-build of assemblies.
- Contractor staff will deliver any pre-built consoles to installation locations daily.

Pre-build of console assembly shall include:

- Assemble console components
- Console
- Tunnel plate
- Motion for dock (TLSM)
- Wiring harness production –Mount new equipment into console
- Power Management Module
 - Inside of console
- Fuse block (mobile data equipment)
 - Primary power will be run straight to battery during install
 - Inside of console
 - 4-device fuse block
- Dock power supply
 - Primary power from battery
 - Mounted to console
 - Power terminated at fuse block and fused
- Mag stripe reader
 - USB to dock

Contractor shall provide delivery of consoles and other equipment required for installation to job site

- It is anticipated that the Contractor shall deliver consoles and other equipment to be installed each day to job site(s) as assigned by the HPD Project Manager.

Preparation

- Contractor will develop work orders (completed by Contractor's staff) in the form identified in Exhibit A-5. Work order provides the following:
 - Equipment to be installed – place to verify equipment numbers
 - Location of equipment
 - Documentation of existing conditions
 - Repair or replacement of non-working existing equipment will require a change order which may affect scheduling.
 - Documentation of quality control checklist.

Equipment number documentation

- Contractor will un-box and document HPD requested/approved equipment and stage equipment for daily installation of equipment or for staging of equipment for further deployment activities. (*i.e.* computers).
 - Information will include, but not be limited to:
 - Model Numbers
 - Serial Numbers
 - Installation Date
 - Wireless numbers such as MEID
 - VIN in which equipment is initially installed

Contractor shall provide installation of console assembly and other vehicle equipment

- Mount console into position and secure
- Re-install light/siren controller
 - Secure into console
- Radio install
 - Secure into console with correct mounting plate
- Install antenna selected by Houston Police Dept.
 - Install hands-free microphone
 - Power & ground to console fuse block
 - PC interface (3.5mm and USB to dock)
 - Mount dock
 - Mount to motion device
 - Terminate connections
 - Power plug from power supply
 - 3.5mm or USB from hands-free microphone
 - AC/DC Power Management Module
 - Mag stripe reader USB

Delivery of removed equipment to PCS Mobile's facility

- HPD will identify which units are to be kept by HPD, Contractor will place those units in a separate area to remain at the HPD site.
- Contractor shall record all equipment removed from HPD site and provide HPD with recorded information on a schedule requested by HPD.
- Contractor shall deliver "disposed" equipment to Contractor's site for processing.
- Contractor shall remove equipment identified as "dispose" from HPD site within 5 days after removal

De-Install and Installation Record Keeping

- Contractor will identify and record serial numbers and descriptions of existing equipment to be removed. Contractor will record VIN of vehicle with associated console identification information.
- Contractor will label and record new equipment identification numbers for laptops and console assemblies. As labeled equipment is installed, each vehicle will be identified by VIN associated with the installed console equipment. This record will be provided to HPD on a mutually agreed upon schedule.

Support Material (Manuals, disks, etc.) Management

- Contractor will provide periodic delivery of product operation and maintenance information.

Quality Assurance

- Contractor shall complete pre-installation checklist – confirm operation of existing equipment, any wiring issues that may require attention.
- Contractor shall complete checklists during and after installation
- Contractor's lead installer for each vehicle will review checklists with assigned HPD staff.
- Contractor will review work order and checklists with HPD staff assigned to confirm work acceptance based on approved final designs and mutually developed checklist.

Configuration

Client configuration

- Contractor's project team will work with assigned HPD staff to develop common image(s) including installation of legacy applications, NetMotion Legacy applications and new portal.

Computer Image development

- Contractor shall provide imaging services from Getac, or comparable services, will be completed by Contractor, including imaging of each laptop prior to delivery and asset tagging per mutually agreed upon standards with HPD.
- Contractor will fully test new computer images in 6 to 12 vehicles prior to re-developing new computer image.

Provisioning

- Contractor will deliver laptops from Contractor facility in Houston or central Houston Police department location (see detailed installation section)
- Contractor will provide mutually agreed upon periodic updates of data indicating Asset Management information in Excel format.

**EXHIBIT A-3
CONTRACTOR PROJECT ORGANIZATION CHART**

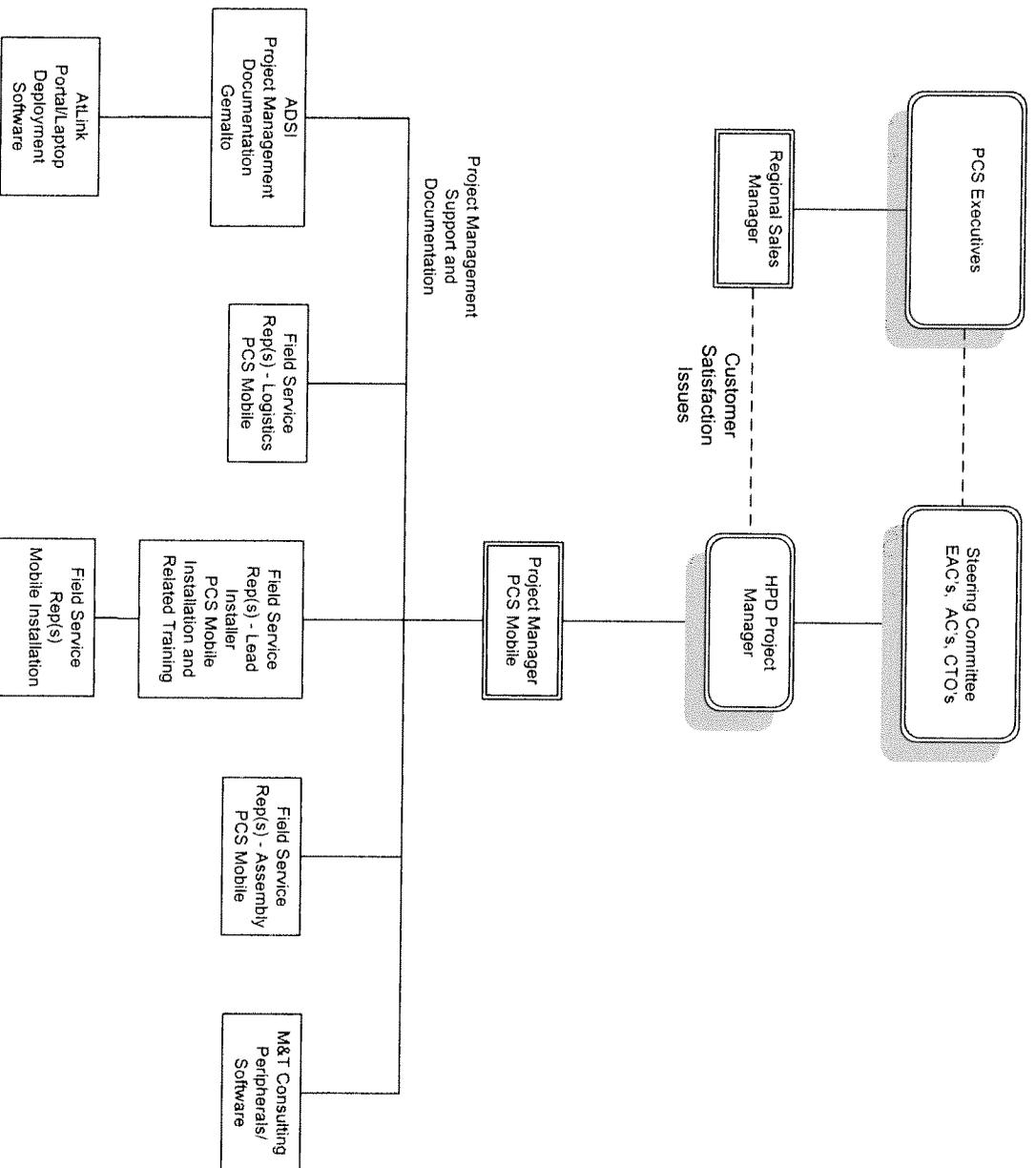


EXHIBIT A-4
PROJECT IMPLEMENTATION SCHEDULE

The estimated timeline in the schedule below shows the total number of days to complete each phase starting from the date of commencement of each phase. The parties shall develop a more detailed Project Implementation Schedule within 20 days of countersignature date of this Agreement by City Controller.

<u>Phases</u>	<u>Estimated Number of Days for Completion</u>
Phase I - Planning	17
Phase II - Installation Design	5
Phase III - Pilot Testing	22
Phase IV - Final Design	16
Phase V - Training	7
Phase VI - Installation	409
Phase VII - Create an HPPD Advanced Information Portal	32
TOTAL DAYS FOR PROJECT	508 (from countersignature date)

EXHIBIT B-1
Equipment Pricing

Table 1.

Exhibit B-1

PCS - Best & Final Negotiated MCD Pricing						
All Items for this project must be identified, any additional items required not listed will be at vendor costs.						
Item	Qty	Units	Unit Cost	Total Price	Model Number	Comments
Hardware						
Rugged Laptop	1800	Each	\$3,184.56	\$5,732,202.92	Getac B300 i7-2649 with Verizon 4G LTE. Mfr. Part No. BWH150_4G_HP.D. Includes: B300 - 13.3" Display, Intel i7-2649M 2.3 GHz Processor, 4MB Cache, 4GB DDR3 RAM (4G x 1), 128 GB Solid State Drive, 1400 NITs QuadraClear Touchscreen Display, Mechanical Backlight Keyboard, 802.11N Wireless, Bluetooth, PCMCIA Type II+Express Card, 54/34, eSATA/USB 3.0 (1x USB + 2x eSATA/USB) Low Temp -20C, 4G LTE (Verizon), Pass-Thru (WWAN, GPS), GPS, Fingerprint, IP65, WIN 7, 5 YR warranty, 5-Year Next Business Day Maintenance Support.	Houston Request: Getac B300X - i7-620LM 2.0 GHz processor 4MB cache, 4GB memory, 120GB solid state hard drive, touch screen, back-lit keyboard, blue tooth, wireless LAN IEEE 802.11, LTE capable, internal Verizon only LTE, built-in GPS, Dual Pass-Thru, 3-Year Next Business Day Maintenance Support, all cables, software, drivers, etc to make the device operational.
Docking Station	1800	Each	\$545.83	\$982,125.00	Getac Mag Dock, Mfr Part No. B-RFVEHDOCK - Dual Pass-through Vehicle Dock and Replicator with 12-32VDC vehicle adapt/charger. 3-Year Warranty.	Houston Request: Magdock docking station. Must be dual pass-thru and include hardware, cables, software, drivers, etc. needed to make the device operational
Console/Mounting Solution	1800	Each	\$577.70	\$1,039,857.75	HAVIS PKG-CON-112-Z1. Kit includes: Console, Stator mount, 20" mounting space, 25 degree angled console, arm rest, cup holder, cigarette plugs, swivel, arm bracket. Includes mounting for CV 95-10 with Adapter plate for Getac Dock. We have included a longer tunnel plate (32" vs 28") than included in standard kit from Havis.	Houston Request: Havis PKG-CON-112-Z1 Must include arm rest, cup holder, cigarette plugs, swivel, arm bracket, etc.
Power Management	1800	Each	\$75.22	\$135,400.14	AC-DC Industries, Inc. Power Management Module, Mfr Part No. MZL-10SW and Bus 20 position Fuse Block, Weatherseal (20) and Connectors (10), Mfr. Part Nos. 15303-1-2-4, 12010300 and X12129409, respectively.	Houston Request: AC-DC Industries, Inc MZL-26 (with 6 fuse connections) or MZL-10 (no fuse connections must price & supply separate fuse block)
Combined Wireless/GPS Antenna	1800	Each	\$93.70	\$168,660.00	Antennas Plus AP-CELL/LTE/GPS Combo Antenna, Std 1-Year Warranty. <u>Low profile housing, GPS antenna, special request 19' of cable, adhesive mount, connects via TNC, color, white.</u>	Replaces separate Wireless and GPS Antennas for combined unit price of \$129.86 for overall savings with comparable performance of \$18.63 and total savings of \$33,534.
Console DC Power Adapter	1800	Unit	\$0.00	\$0.00	Getac 12-32VDC Vehicle Adapter/Charger included with Dock	Houston Request: Must include mount, cables, software, drivers, etc. needed to make the device operational
Miscellaneous Items (Wiring, connectors, etc.)	1800	Unit	\$33.68	\$60,581.72	Miscellaneous items including cable, connectors, loom, fasteners, etc. Single Interface connector for console is provided under "Quick Connectors for Wiring Harness"	Houston Request: Single Interface Connector, Cable, Wiring and Connectors, software, drivers, etc. needed to make the solution operational
Andrea Electronics DA-350 linear multi-element array microphone with Digital Signal Processing (DSP)	1800	Unit	\$144.23	\$259,614.00	Andrea Electronics DA-350 with USB Adapter. Mfr. Part No. C1-1020000-6 Includes 3.5mm mic plug and hard wire power cable assembly with USB adapter, Standard 1 yr warranty	Houston Request: USB version. Must include mount, cables, software, drivers, etc. needed to make the device operational
Magnetic card reader mounted on laptop and/or mounting solution	1800	Unit	\$44.66	\$80,392.50	MagTek DynaMag USB. MagTek Part No. 21073075 (According to MagTek, the 21040102 is no longer available). Includes keyboard emulation and 1-Year Warranty. (According to MagTek, 3-Year Warranty is not available).	Houston Request: MagTek 21040102 or Unitech MSR120B-33UE tripe track - Must include mount, cables, software, drivers, etc. needed to make the device operational
AC adapter for laptop	100	Unit	* \$0.00	\$0.00	Getac AC Adapters.	Houston Request: To be used for desktop application plugged into wall outlet
Sub-Total			\$4,699.35	\$8,458,834.02	* 100 AC Adapters included in Total	

Price for 1800 Rugged Laptops.
Unit price for additional AC Adapter units is \$69.00.

Handwritten signature: Kaitlyn
PCS MCD 10-10-10

Software					
Adobe Reader	1800	Unit	\$0.00	\$0.00	
Internet Explorer 7 or 8	1800	Unit	\$0.00	\$0.00	
NET Developer framework ver 3.5	1800	Unit	\$0.00	\$0.00	
Windows 7 Professional 32 Bit	1800	Unit	\$0.00	\$0.00	Microsoft Windows 7 Professional 32 Bit included with the Laptop
PGP Licensing Plus (3 years)	1800	Unit	\$0.00	\$0.00	Equivalent hard drive encryption performance is provided by McAfee Total Protection for Secure Business (see below). Includes all client components needed to install and run successfully. 3 year support.
RSA/Smart Card Security	1800	Unit	\$86.37	\$155,458.74	Getac Easy OTP Token FOB, Server License, Server, Installation of server and software and 3 years Support. See attached comparison to RSA. Includes all client, server, and hardware (additional server) components needed to install and run successfully. 3 year support.
McAfee Virus Protection Client License	1800	Unit	\$85.71	\$154,282.53	McAfee INSTI TOTAL PROTECTION FI SECURE BUSINESS PROD+ 1YR GOLD 501-1000U and INSTI TOTAL PROTECTION FI SECBUS PROD+ 2YR GOLD 501-1000U, Mfr Part Nos. TEBUDE-AA-FI and TEBYKM-AA-FI Equivalent hard drive encryption performance is provided by McAfee Total Protection for Secure Business. Includes all client components needed to install and run successfully. 3 year support.
Laptop Deployment Software	1	Each	\$95,625.00	\$95,625.00	Security Assistant for Enterprises Software. Includes bandwidth throttling, software deployment, etc to insure laptops receive updates in a reasonable time. Please refer to attached Additional Information. Includes 3-Years Support, normal business hours.
HPD Advanced Information Portal	1	Each	\$120,143.59	\$120,143.59	Custom Information Portal Designed for HPD. Refer to Section 7.1.19 of Proposal, dated June 3, 2011 for Additional Information. Includes application, documentation, training, supporting software and other items needed to make the portal operate correctly. Includes 3-Years Support, normal business hours.
Sub-Total			\$215,940.87	\$525,509.86	
Services					
Installation & Removal using proposed (new) console	1800	Unit	\$451.81	\$812,898.00	PCS Mobile on-site installation services.
Hard Drive Imaging	1800	Unit	\$22.78	\$41,004.00	Includes services to verify legacy applications work on new computers and operating system, Initial Imaging of computers, maintenance of "gold" image at central facility and Imaging of computers during maintenance of computers for 5-Years.
Project Management	1	Each	\$218,530.78	\$218,530.78	
Logistics	1	Each	\$0.00	\$0.00	
Documentation	1	Each	\$70,250.00	\$70,250.00	
Training	7	Day	\$2,398.25	\$16,773.75	
Inventory	1800	Each	\$16.31	\$29,362.50	Installation, maintenance, etc.
Disposal of Removed Equipment	1800	Each	\$9.80	\$17,637.10	
Sub-Total			\$291,677.51	\$1,206,458.11	
TOTAL			\$512,317.53	\$10,190,799.99	Total price includes Getac B300, Mfr. Part No. BWG-150_4G_HP (shaded item)

Handwritten signature:
 Taty Pablic
 President
 PCS Mobile

- On or before May 25th, 2012, the Contractor shall deliver to and invoice the City, subject to the City's acceptance as set out in Exhibit B-2, for the hardware and software and the corresponding number of units listed in Table 2 below.

Table 2.

<u>Item</u>	<u>No. of Units to be Delivered</u>	<u>Unit Price</u>
Getac B300	1020	\$3,184.56
Getac Dock	1020	\$545.63
Havis Console	1014	\$577.70
AC/DC Power Management	1017	\$75.22
Antenna Plus Antenna	1014	\$93.70
Andrea DA-350	1014	\$144.23
MagTek 21073075	1016	\$44.66
McAfee	1014	\$85.71
Hard Drive Imaging	1020	\$22.78
Gemalto	1	\$155,458.74

- Within 120 days of the countersignature date of this Agreement by City Controller, the parties shall develop a detailed delivery schedule for the hardware and software listed in Table 3 below.

Table 3.

<u>Item</u>	<u>No. of Units to be Delivered</u>	<u>Unit Price</u>
Miscellaneous Items	1800	\$33.66
Installation & Removal	1800	\$451.61
Inventory	1800	\$16.31
Disposal of Removed Equipment	1800	\$9.80
Laptop Deployment Software	1	\$95,625.00
HPD Advance Portal	1	\$120,143.59
Project Management	1	\$218,530.76
Documentation	1	\$70,250.00
Training	1	\$16,773.75
Getac B300	780	\$3,184.56
Getac Dock	780	\$545.63
Havis Console	786	\$577.70
AC/DC Power Management	783	\$75.22
Antenna Plus Antenna	786	\$93.70
Andrea DA-350	786	\$144.23
MagTek 21073075	784	\$44.66
McAfee	780	\$85.71
Hard Drive Imaging	780	\$22.78

EXHIBIT B-2
Payment and Payment Schedule for Services

The City shall pay the Contractor for the equipment and services generally in accordance with Section 4 of the Agreement and specifically in accordance with the milestone table below. As Contractor achieves each of the following milestones, the corresponding milestone value shall be payable by the City to the Contractor. Some milestones shall be achieved as Contractor satisfies the acceptance criteria for that given milestone and in those cases, the City shall provide its acceptance, which acceptance shall not be unreasonably withheld or delayed. In either event, where applicable, the acceptance criteria for each phase shall be in accordance with the corresponding final Acceptance Standards listed in Exhibit A-1.

Table 1.

	<u>Milestone</u>	<u>Payment Schedule and Amount</u>	<u>Amount</u>
1	Director's acceptance of Hardware and Software listed in <u>Exhibit B-1</u> (Equipment List and Pricing) on a per unit basis	City shall pay Contractor on a per unit basis upon receipt of undisputed invoice	See per unit price in <u>Exhibit B-1</u>
2	Director's acceptance of each installation of equipment listed in <u>Exhibit B-1</u> on a per unit basis	City shall pay monthly invoices for installations accepted by the City based on the amounts listed in <u>Exhibit B-1</u> (Equipment List and Pricing).	See per unit price in <u>Exhibit B-1</u>
3	Director's acceptance of Phase V as described in Section 18.D of <u>Exhibit A</u>	City shall pay for the Documentation and Training listed under Services in <u>Exhibit B-1</u> (Equipment List and Pricing).	\$87,023.75
4	Director's acceptance of Phase VII as described in Section 20.N of <u>Exhibit A</u>	City shall pay the corresponding amount for HPD Intranet Information Portal listed under Software in <u>Exhibit B-1</u> (Equipment List and Pricing)	\$120,143.59
5	Upon Contractor's completion and Director's acceptance of each of the seven Phases described in Section 3 of <u>Exhibit A</u>	City shall pay Contractor \$36,421.79 for Project Management listed under Services in <u>Exhibit B-1</u> (Equipment List and Pricing).	\$36,421.79 per completed and accepted phase
	Total		

EXHIBIT C EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT D
MWBE Compliance

MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled **"THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT"** and contain the following terms:

1. Access Data Supply, Inc. (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").
2. Access Data Supply, Inc. (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for inspection for at least 4 years after the end of its performance under this subcontract. Nothing in this provision shall change the time for bringing a cause of action.
3. Within five business days of execution of this subcontract, Contractor and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. Any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 -- "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. If the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.
 - e. All arbitrations shall be conducted in Houston, Texas unless the parties agree to another location in writing.

- iv. Contractor shall monitor progress, milestones, obstacles and changes in schedule. Make adjustments and report schedule to the Project Manager on a weekly basis
- v. Contractor shall use Microsoft Project, Word, and Excel to communicate to City's Project Manager

SYSTEM DOCUMENTATION

- 7. Contractor shall provide or develop and submit for the Project Manager's Acceptance the following Project Documents:
 - a. Vehicle Configuration document describing the configuration of the equipment installed by vehicle model
 - b. Vehicle Wiring layout document describing the connections of all wiring to the equipment installed by vehicle model
 - c. Vehicle Removal process document describing the step by step process of removal of existing equipment in the vehicle by vehicle model
 - d. Vehicle Installation process document describing the step by step process of installation of new or reused equipment in the vehicle by vehicle model
 - e. Vehicle Work Order document containing the Pre-Installation checklist, Post Installation Checklist, and Vehicle Completion Sign-off by vehicle model
 - f. Vehicle Solution Troubleshooting process document describing the step by step process of troubleshooting problems in the solution installed in the vehicle by vehicle model
 - g. Inventory Control spreadsheet document describing the information for all equipment removed and installed by vehicle model
 - h. Change Order document describing the step by step process of requesting changes to the approved design or project, including approval process and all costs and time delays
 - i. Pilot Testing comment form to be completed by officers participating in the Pilot Testing Vehicle Installation Training document describing the step by step process of installation of new or reused equipment in the vehicle by vehicle model

PROJECT MANAGEMENT

- 8. Contractor Responsibilities
 - i. Contractor is the primary contractor for this Project and shall be responsible for managing all third-party contractors, applications, hardware/equipment, and services proposed by Contractor for the System in its response to the RFP which are listed in Exhibit "A-1." and "A-2.".
 - ii. Contractor shall design the Solution to conform to the high level requirement shown in Exhibits "A-1." and "A-2.".
 - iii. Contractor shall work with the City to develop and approve the project schedule
 - iv. Contractor shall monitor progress, milestones, obstacles and changes in schedule. Make adjustments and report schedule to the Project Manager on a weekly basis
 - v. Contractor shall use Microsoft Project, Word, and Excel to communicate to City's Project Manager
- 9. City's Responsibilities
 - The City's Project Manager will:
 - A.i. Review priorities and Project goals;
 - A.ii. Make decisions on trade-offs necessary to preserve the original budget and schedule;
 - A.iii. Ensure that the Tasks, responsibilities and Acceptance Standards take precedence while implementing this Project.
 - B. City's Project responsibilities are listed below.

- Scope
- B. i. After approving the Vehicle Installation Design, the City will provide 6 to 12 HPD vehicles to be used in the pilot phase, where the Contractor's solution will be installed.
 - B. ii. City will Accept the pilot vehicles that have had the vendor solution installed in Phase IV as a sample of a complete version of the solution.
 - B. iii. City will conduct configuration/acceptance testing as set out in Phase IV Task 1.6.1 of this Agreement;
 - B. iv. City will work with the contractor to develop a master list of configuration items to be included with the final design specification.
 - B. iv. City will approve the final design specification, which will be used in all further installations.

Change Management and Training

- F. i. The Project Manager will serve as Contractor's resource for change management issues and will provide introductions to HPD resources, knowledge transfer, organizational insight, facilitate planning and activity development and coordinate with HPD's departmental change management team.
- F. ii. The Project Manager is responsible for proactively coordinating change management efforts within HPD while the System is being implemented as individual HPD functions will be affected and without such proactive efforts the success of the Project is at risk.
- F. iii. Contractor shall train HPD resources designated by the Project Manager to undergo such training by providing them with training on removal of existing equipment, installation of the new equipment, and troubleshooting process once the solution is use in the field, as set out in Phases V.
- F. iv. Contractor's Training team shall develop customized Solution Installer, Technology Coordinator, and end-user training to fit the requirements of HPD end-users based on discussions of lesson plan development, course concepts, work instructions, hands-on-exercises, and simulations provided by HPD Project team.
- F. v. Contractor's Project team shall be in regular contact with the Project Manager-assigned HPD Project team and maintain constant communications throughout the implementation of the Project by conducting regularly scheduled technical reviews, draft material reviews and ensuring that formal approval of Project deliverables are provided on a timely basis.
- F. vi. Contractor shall provide HPD Project team with the training set out in the training plan titled Task V. 1, which is subject to change by the Project Manager, who in his sole discretion may make changes based on the needs of the Project.

Project Administration

- G. i. In consultation with the Project Manager, Contractor shall staff its Project team; the Project Manager has the right to require Contractor to replace Project team members or to increase the number of Project team members, if not meeting schedule, as it provides for implementing the Project.
- G. ii. Contractor shall comply with HPD's confidentiality and background check requirements by ensuring that its Project team members undergo such checks and meet such requirements prior to working on this Agreement.
- G. iii. Contractor shall designate a person from its organization to manage the Project ("Project Manager"), make the Project Manager responsible for making decisions on the Project in consultation with the Project Manager and for keeping the Project Manager informed about Contractor's concerns about Project issues.
- G. iv. Contractor's Project Manager shall ensure that Project schedule in terms of milestones,

- Tasks and stages are met in order to keep to the Project budget by delivering Project deliverables in a timely manner on target dates as set out in the Project plan.
- G. v. In consultation with the Project Manager, Contractor shall develop a risk management procedure under which Contractor and HPD's Project team shall jointly review the Project on a quarterly basis to identify major and critical Project risks on an on-going basis during Project implementation.
 - G. vi. Contractor shall transfer knowledge about the Solution and provide the training detailed in this Scope to ensure that HPD's Project team is self-sufficient and capable of managing the System once it goes live upon Acceptance of the System under this Agreement.
 - G. vii. As set out in this Agreement, Contractor shall refer all questions from the media to the HPPD Project Manager, who in turn will coordinate all media responses through HPD's press information personnel.
 - G. viii. Contractor through its Project Manager shall ensure that when Project team members leave the Project before completing their portion of the Project work, they document for the contractor's Project Manager all outstanding responsibilities and tasks remaining before leaving the Project.

Project Operation

- H. i. The Project Manager, in his sole discretion, will assign HPPD Project team members to work on the Project full-time and will make such Project team members responsible for fulfilling the duties assigned to them as Project members, team leads, and Project managers as set out in the Project Organization Structure diagram attached to this Agreement as Exhibit "A-3."
- H. ii. The Project Manager will, on an as-needed basis, supplement the core Project team with HPPD subject matter experts to provide in-depth knowledge of HPD's business processes during Project implementation.
- H. iii. The Project Manager will be responsible for ensuring that the HPPD Project team has a common understanding of the vision and goals of the Project, and are briefed about their Project roles and responsibilities.
- H. iv. Contractor shall create deliverables using Microsoft Office products, including Microsoft Visio for process maps and graphics Documents, and Microsoft Project for Project plans. Contractor shall track revisions and submit revised drafts of Project Plans to the Project Manager.
- H. vi. The Project Manager will assign HPPD Project team members, who, with input from HPPD subject matter experts have the authority to approve Project design changes. Notwithstanding the above, the Project Manager, in his sole discretion, may refer such matters to the Project Steering Committee to resolve Project design issues.
- H. vii. The Project Manager will use HPPD resources for Change Management, Project deployment activities, and training course development and delivery.
- H. viii. The Project Manager and Contractor's Project Manager will balance workloads for Project team members, including during implementation of the Mobile Computing Device solution, when 40-hour work weeks may not be sufficient to complete specific tasks for the Project.
- H. ix. The Project Manager, in his sole discretion, will staff the Project with adequate number of HPPD staff as set out in this Scope of Services and HPPD staff assigned to the Project will work alongside Contractor's Project team members to successfully implement the Project under this Agreement.
- H. x. The Project Manager will assign to the Project team HPPD staff who understand current and future business requirements of HPD, who are good communicators, with the ability to gather information from HPPD resources and provide feedback to the Project Manager

**EXHIBIT I
PERFORMANCE BOND**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

_____, ("Principal") and _____, ("Surety"), shall pay to the City of Houston, Texas ("City"), the sum of \$ _____ in accordance with the terms and conditions stated below:

On or about this date, the Principal executed a _____ Agreement in writing with the City for _____ ("Agreement"), which is incorporated into this Bond.

The conditions of this obligation are that if the Principal performs its obligations under the terms of the Agreement and this Bond in all respects, then this obligation is void and has no further force and effect; otherwise this obligation remains in effect and the sum of \$ _____ is payable to the City on demand.

The Surety relieves the City and its representatives from the exercise of any diligence whatever in securing the Principal's compliance with the terms of the Agreement, and the Surety waives any notice to it of the Principal's default or delay in the performance of the Agreement. The Surety shall take notice of and is held to have knowledge of all acts or omissions of the Principal, its agents, and representatives in all matters pertaining to the Agreement.

The City and its representatives may at any time, without notice to the Surety, make any changes in the terms and conditions of the Agreement, or extend it, and may add to or deduct from the Principal's obligations under the Agreement. Such changes, if made, do not in any way relieve, release, condition, or limit the obligation in this Bond and undertaking or release the Surety therefrom.

SURETY AND PRINCIPAL AGREE TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, AND REPRESENTATIVES FROM ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGES, FINES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY FAILURE ON THE PART OF THE PRINCIPAL, ITS AGENTS, AND REPRESENTATIVES, TO FULLY PERFORM UNDER THE AGREEMENT, INCLUDING ANY CHANGES OR EXTENSIONS TO IT.

If the City brings any suit or other proceeding at law on the Agreement or this Bond, or both, the Principal and the Surety shall pay to the City the additional sum of 10 percent of whatever amount the City recovers, which sum of 10 percent is agreed by all parties to be indemnity to the City for the expense of and time consumed by its City Attorney, his or her assistants, and office staff, and other costs and damages to the City. The amount of 10 percent is fixed and liquidated by the parties because the exact damage to the City would be difficult to ascertain.

This Bond and all obligations created under it shall be performable in Harris County, Texas, and all are non-cancelable. This Bond must be automatically renewed annually on the anniversary of the effective date of the Bond for the term of the Agreement and any extensions, unless the Surety gives the Principal and the City 30 days written notice before the renewal date that the Surety will not renew this Bond, in which case the Principal shall provide the City with a replacement bond (in the same form as this Bond) before the renewal date. The provisions of V.T.C.A., Government Code Section 2253, as amended, control even though the Statute may not be applicable.

All notices required or permitted by this Bond must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out on the signature page of this Bond or at such other address as the receiving party designates by proper notice to the sending party.

This Bond is effective on _____ and is binding on the Principal and the Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

EXECUTED in multiple originals this _____ day of _____, 19 _____.

ATTEST/SEAL: (if a corporation)
WITNESS: (if not corporation)

(Name of Principal)

(Address of Principal)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

ATTEST/SEAL
SURETY WITNESS:

(Name of Surety)

(Address of Surety)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

REVIEWED:

Assistant City Attorney
P. O. Box 1562
Houston, TX 77251



One Tower Square, Hartford, Connecticut 06183

CHANGE EFFECTIVE DATE: 02-25-12

CHANGE ENDORSEMENT

Named Insured:
PORTABLE COMPUTER SYSTEMS, INC
AND AS PER IL T8 03

Policy Number: BA-2164L824-11-TEC
Policy Effective Date: 06/01/11
Issue Date: 03/23/12
Premium \$ 0

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY

Effective from 02/25/12 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

THE COMMERCIAL AUTOMOBILE COVERAGE PART IS AMENDED AS FOLLOWS:

THE ACTUAL EFFECTIVE DATE OF THIS ENDORSEMENT IS 03/22/2012.

ADD ADDITIONAL INSURED: CITY OF HOUSTON

THE FOLLOWING FORM(S) AND/OR ENDORSEMENT(S) IS/ARE ADDED TO
THE POLICY AS PER FORM(S) ATTACHED:

CA T3 01 02 99 CA 04 44 03 10

NAME AND ADDRESS OF AGENT OR BROKER:

MSI GROUP LLC (CPZ75)
10490 S PROGRESS WAY STE D 105
PARKER, CO 80138

COUNTERSIGNED BY:


Authorized Representative
DATE: 3/27/12

IL T0 07 09 87 PAGE 1 OF 1
OFFICE: SP-DENVER



CHANGE EFFECTIVE DATE: 02-25-12

POLICY NUMBER: BA-2164L824-11-TEC

EFFECTIVE DATE: 06-01-11

ISSUE DATE: 03-23-12

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS.

IL TO 07 09 87 CHANGE ENDORSEMENT
IL T8 01 10 93 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

COMMERCIAL AUTOMOBILE

CA 04 44 03 10 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
CA T3 01 02 99 ADDITIONAL INSURED

POLICY NUMBER: BA-2164L824-11-TEC

COMMERCIAL AUTO
ISSUE DATE: 03-23-12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

CITY OF HOUSTON
901 BAGBY
HOUSTON, TX 77002

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: BA-2164L824-11-TEC

COMMERCIAL AUTO
ISSUE DATE: 03-23-12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

Paragraph c. of the WHO IS AN INSURED provision includes the person or organization indicated below, but only for his, her or its liability because of acts or omissions of an "insured" under paragraphs a. or b. of that provision, subject to the following additional provisions:

1. No liability is assumed by that person or organization for the payment of any premiums stated in the policy or earned under the policy.
2. In the event of cancellation of the policy, written notice of cancellation will be mailed by us to that person or organization.

Person or Organization
CITY OF HOUSTON

Address
901 BAGBY
HOUSTON TX 77002

- H. xi. The Project Manager will ensure that key HPD resources are available for required tasks on the Project's progress.
- H. xii. Contractor is responsible for meeting the Project schedule and is therefore responsible for the performance of third-party suppliers and subcontractors it may have retained in order to perform Project Tasks.

Information Technology Infrastructure

- I. i. Contractor shall provide their solution in pilot vehicle to develop and test the Solution as Contractor configures the System to meet HPD's requirements as set out in this Agreement.
- I. ii. In consultation with the Project Manager, Contractor shall install the Solution upon completion and approval of the "Pilot" testing, provide System technical support, and assist HPD in optimizing System performance as set out in this Agreement.
- I. iii. The Project Manager will ensure that faults and outages in any component of the equipment or technical environments or software and materials provided by HPD to the Project team are promptly corrected so as not to impact the Project schedule. Contractor shall ensure that corrections are promptly made to similar items it provides to the Project team.
- I. iv. Contractor shall ensure that Project hardware and software it provides is well maintained and available during normal Project hours except during hours of scheduled maintenance and downtime. The Project Manager will ensure the same with regard to hardware and software provided by HPD. The City assumes that no changes or improvements need to be made to the City's IT infrastructure for the Project and the Project Manager will have a representative from the City's Information and Technology Department assist Project team with network and other IT matters, so that the Project team may meet Project goals and plans. In the event the Project Manager in his sole discretion determines that the City requires making changes or improvements to the City's IT infrastructure, then the Project Manager will review the matter and take steps to address the matter with the City's IT Department.

Project Staffing

- J. i. The organization chart showing the roles and responsibilities of the various members of the Project management team is attached to this Agreement as Exhibit "A-3." The Project Manager in his sole discretion may revise this chart in accordance with the Project plan Accepted by the Project Manager during the Planning Phase of the Project.
- J. ii. Contractor shall implement the Project in Phases and staff each Phase with the appropriate level of Project team members as set out in this Scope of Services. The Project Manager will assign HPD staff to participate at various levels based on the needs of the Project and will ensure that additional personnel from different areas of HPD assist in completing specific Project functions.
- J. iii. First, Contractor shall implement Phase One, the Planning Phase of the Project, during which, Contractor shall document HPD's current vehicle installations, vehicles by division, and lay out a plan to install the systems as set out in this Scope of Services. The Project Manager will coordinate with HPD to assign Project team members, Subject Matter Experts, Business Process Owners and other relevant departmental staff to work with Contractor's Project team to create the plan.
- J. iv. Secondly, Contractor shall implement Phase Two, the Installation Design Phase of the Project, during which Contractor shall review HPD's current vehicle installations and translate required existing equipment into the solution for use in HPD. Contractor shall document the proposed design and walk through the design with HPD for approval prior

- to beginning Phase III – Pilot Testing.
- J. v. In Phase Three, the Pilot Testing Phase, Contractor shall install the approved solution in 6-12 HPD vehicles for testing by HPD officers. Pilot vehicle will be placed in “active” service for normal use by officers who shall provide comments and feed back on the provided comment form. Vehicles must be in production use condition as they will be used in normal police business, which could involve life and death situations. All equipment and software included with the solution design, with the possible exception of the HPD Advanced Information Portal, shall be tested for functionality, ease of use, and positioning. Pilot testing will take place over a four week period.
- J. vi. In Phase Four, Contractor and HPD shall modify solution design based upon review of the Pilot Testing results. All feed back from pilot testing will be documented and then reviewed by the Contractor’s Project Team and HPD’s Project Team. Agreed upon changes in configuration and usage will be incorporated in the Solution Design. The final solution Design will be approved by HPD before continuing with Phase Five. Contractor shall assist HPD in the creation of the initial “Golden Image” to be used in the remainder of the project. The “Golden Image” shall be kept on the laptop vendor’s site and used to create all subsequent laptop hard drives for the project. Contractor shall document the procedure for maintaining the “Golden Image” and train HPD project team members in those activities. Contractor shall create all training material to be used in the identified training sessions as set out in this Scope of Services. HPD will approve all training materials prior to beginning Phase Five.
- J. vii. In Phase Five, in consultation with the Project Manager, Contractor shall train the HPD Mobile Technology resources in all aspects of the removal, installation, and support of the installed solution. The identified HPD resources will participate in some of the vehicle installations as “hands-on” training. Contractor shall provide CD based training for all other HPD officers/users to be provided with the new installations as they are released into production use.
- J. viii. In Phase Six, in consultation with the Project Manager, Contractor shall deploy the approved Solution in the designated HPD vehicles in the agreed upon timeframe as set out in this Agreement. Contractor shall use the approved documents, designs, and processes to remove, install, and support the installed solution.
- J. ix. In Phase Seven, in consultation with the Project Manager, Contractor shall develop an HPD Advanced Information Portal to be deployed on all laptop computers as set out in this Exhibit “A”. Portal will be designed, approved by HPD, developed, tested, and finally deployed on the rugged laptops in the agreed upon timeframe as set out in this Agreement. Contractor shall use the approved documents, designs, and processes to develop and deploy the portal.
- J. x. Contractor shall assign Key Personnel to implement the Project as set out in this Agreement and as required by the Project Manager.
- J. xi. As set out in Section 3.16 of this Agreement, Contractor shall make good faith efforts to deploy Project staff from MWBE subcontractors. Since staffing requirements set out in this Agreement are estimates, Contractor shall deploy the level and number of Project staff that in the Project Manager’s sole opinion meets the number and level required to successfully implement the System to comply with HPD’s functional requirements of the System and the Project’s budgeted costs set out in Exhibit “B.” Contractor shall comply with the Project Manager’s requests for Project staff required to ensure that Contractor delivers the quality of professional services required to successfully implement the Project according to schedule.

The following Project teams will oversee various Phases and Tasks Contractor undertakes in order to implement this Project:

HPD Steering Committee

- K. HPD's Steering Committee, chaired by the Executive Assistant Chief of Support Operations and comprised of Assistant Chiefs, Captains and Captain Equivalents will provide guidance and feedback during Project implementation by holding meetings to review Project status, discuss Project issues, assess Project risks and review and approve Project deliverables. The Chairman of the Steering Committee is charged with committing resources to the Project, monitoring the progress of the Project, assessing Project impact, conducting Project reviews, Accepting major Project deliverables, empowering HPD's core Project team to make decisions, escalating issues, escalating quick decisions and supporting the Project Manager to accomplish Project goals.

Vendor Executive

- L. In consultation with the Project Manager, Contractor shall designate a member of its organization to serve as the Project Operations manager ("Operations Manager") with ultimate authority over Contractor's Project staff and resources. Contractor shall make its Operations Manager responsible for assisting the Project Manager in resolving Project issues, addressing and approving Project change control issues and shall have its Project Manager report to its Operations Manager. Contractor's Operations Manager shall serve as the Project Manager's primary executive-level contact with Contractor's management.

Joint Project Office

- M. i. The Project Manager, who along with Contractor's Project Manager will comprise the Joint Project Office ("JPO") set out in the organizational chart in Exhibit "A-3." The JPO will attend project status meetings, define the scope of the Project, develop Project plan and training schedule, be responsible for quality assurance, monitor the Project, implement the Project according to schedule, direct the Project team on a day-to-day basis and ensure that Project deliverables are submitted in a timely manner.
- M. ii. During Project implementation, Contractor's Project Manager shall develop, maintain and execute the Project Plan to ensure that all Project Tasks are completed on time and on budget. Contractor's Project Manager and HPD's Project Manager are responsible for staffing each of their Project teams and for resolving Project issues.
- M. iii. Contractor's Project Manager shall be accountable to HPD's Project Manager and shall report to Contractor's Operations Manager, who in turn shall be accountable to HPD's Steering Committee and to Contractor's Project executives. HPD's Project Managers, in turn, will be accountable to the Steering Committee through the committee Chairman and ultimately to the Chief of Police.
- M. iv. The Contractor's Project Manager shall prepare weekly Project status reports that reflect Project objectives, accomplishments for the reporting period and list objectives for the upcoming reporting period, including, actual Tasks versus planned Tasks that will be undertaken and Project outstanding issues. The JPO, shall conduct weekly Project team meetings with Project team leads to review the status of the Project and address Project issues.

Mobile Technology Team

- N. The Project Manager will ensure that HPD's Mobile Technology Team works with Contractor to install the solution in the HPD vehicles. Contractor shall transfer its knowledge of the Solution to HPD Mobile Technology Team and HPD employees designated by the Project Manager to obtain such knowledge during every step of Project

implementation. Contractor shall work alongside HPD's Mobile Technology Team and any other HPD employees designated by the Project Manager and take their assistance in configuring and maintaining the Solution to ensure that it transfers its knowledge of the Solution to the team and designated employees. Contractor shall use HPD's Mobile Technology Team members and designated HPD employees as its liaison with HPD's Technology Service's Customer Satisfaction section to obtain desktop, help desk and telecommunications services during Project implementation.

Information Technology Representative

O. The Information Technology Representative will be an employee of the City's Information Technology Department (ITD) and will work with HPD and ITD to address network performance issues expeditiously.

Contractor's Project Team Members

P. Contractor's Project Team headed by its Project Manager is responsible for mapping HPD requirements for the Solution during the Pilot process, configure the Solution to meet the requirements identified, transfer knowledge about the Solution to HPD Mobile Technology Team and staff, design and test the Solution, and provide training, security, change management and Project team management services as set out in this Exhibit A.

Project Change Orders

Q. Contractor shall work with the Project Manager to implement this Project as set out in this Exhibit A (Scope of Services) and according to the budget set out in Exhibit B. In the event changes have to be made either to the Scope of Services or the Project Schedule which would impact the total cost of the Project, then Contractor's Project Manager shall submit a draft of the changes to be made to City's Project Manager. If City's Project Manager accepts the changes, then the City's Project Manager shall make such changes in accordance with the procedures in Section 4.5 of this Agreement.

Escalation Procedures To Resolve Disputes During Project Implementation

R. Contractor and Project Manager shall exercise their best efforts to negotiate and promptly settle any dispute that may arise while implementing this Project according to this Exhibit A (Scope of Services). In the event such a dispute arises, then the disputing party shall bring the matter to the attention of the other party and if the matter is not resolved in ten business days, then the disputing party shall provide the other party with a written description of the disputed matter in detail to the representative of the other party as set out below:

Escalation Schedule	Contractor's Rep	HPD Rep
0 to 5 business days	Project Manager	Project Manager
6 th to 10 th business day	South Branch Manager	Executive Assn, Chief, Support Operations
11 th to 15 th business day	President/CEO	Chief of Police

The parties agree to continue their respective responsibilities under this Scope of Services that are not affected by the disputed matter according to the escalation procedures above so as not to impact the Project Schedule Accepted by the Project Manager.

Project Management Commitment

S. Contractor and the Project Manager through their Project Managers shall oversee the Project and assume Project responsibilities set out below.

- T. Contractor's Responsibilities, Contractor shall:
 - T. i. ensure that its Project Manager communicates regularly with HPD's Project Manager regarding the Project;
 - T. ii. have its Project Manager schedule Contractor's staff and sub-contractors to provide Project services to ensure that the Project progresses according to Schedule;
 - T. iii. conduct or participate in meetings with HPD's Project Manager as required to keep each other updated about the status of the Project;
 - T. iv. respond to HPD's inquiries within five business days of receiving an inquiry;
 - T. v. prepare and submit by the 10th of each month, a monthly Project status report to the Project Manager, which, (1) includes the activities of the previous month; (2) highlights any deviations in the Project Schedule; (3) identifies risks and strategies adopted to mitigate such risks; (4) presents a current Project plan; (5) and includes an executive summary focusing on Project Schedule and financial status.
 - T. vi. manage the following third-party vendors (or a replacement vendor in the event the Project Manager, in his sole discretion, replaces any of the listed third-party vendors) to ensure the Project's progress and completion according to the Accepted Project Schedule:
 - (i) Getac, Inc.; (ii) Havis, Inc.; (iii) M&T Consulting, LLC.; (iv) ADSI; (v) ATLink Communications, Inc..
 - T. vii. be responsible for their own long distance carrier; and
 - T. viii. use strong security measures, including good password procedures and exercise strict control of all equipment and sites involved in Project implementation.

- U. HPD's Responsibilities, the Project Manager will:
 - U. i. communicate regularly with Contractor's Project Manager about the Project;
 - U. ii. coordinate with and facilitate the deployment of HPD staff for Project Tasks, and ensure that third-party vendors or agencies provide the support needed to keep the Project going and completed according to Project Schedule;
 - U. iii. participate in or conduct meetings on the status of the Project with Contractor's Project Manager;
 - U. iv. respond in writing to Contractor's inquiries about the Project, within five business days of receipt of such an inquiry;
 - U. vii. ensure that workspace equipped with electrical connections, is available at HPD's Project site for Contractor's Project Team(s);

14 - PHASE I – PLANNING

14.A PHASE ONE, TASK 1.3.1 PROJECT INITIATION MEETING

In consultation with the Project Manager, Contractor shall schedule a meeting of both HPD and Contractor's Project teams to initiate the Project ("Project Initiation Meeting") at HPD's Project site.

- Contractor's Responsibilities, Contractor shall:
- i. Introduce its Project team to HPD's Project team and various Project stakeholders;
 - ii. Present an overview of the Project and highlight major Project milestones;
 - iii. Review the organization of its Project team; and
 - iv. Review the Project's initial implementation schedule.
- HPD's Responsibilities, the Project Manager:
- i. Will provide project resources to attend and participate in meeting.
- 14.B PHASE ONE, TASK 1.3.1 Task Acceptance Standards
- Contractor shall have completed this Phase One, Task 1.3.1 when Contractor successfully completes all responsibilities set out for Contractor in Section 8.A of this Exhibit "A,"

including holding the Project Initiation Meeting and obtaining the Project Manager's signature on the Task completion letter presented by it to the Project Manager at the end of the Project Initiation Meeting.

14.C PHASE ONE, TASK 1.3.2 DOCUMENT CURRENT VEHICLE DESIGNS

In consultation with the Project Manager, Contractor shall document the different HPD vehicle installation to be addressed in this project. Each different vehicle/installation design must be replaced by the new rugged laptop solution. The Project Manager, upon discussions with Contractor, in his sole discretion may add or change vehicles to be included in the project's scope.

Contractor's Responsibilities, Contractor:

- i. Will document the current HPD installation by vehicle type listed below, but not limited to:
 - a. Ford Crown Victoria
 - b. Ford F150/F250/F350 Pick-up truck
 - c. Dodge Charger
 - d. Dodge Ram Pick-up Truck
 - e. Command Vehicles of different types
 - f. Dodge Sprinter Van
 - g. Chevrolet Camaro
 - ii. Will provide replacement designs for each variation listed above
 - iii. Understands that the Crown Victoria will be replaced during this project and will include required design changes for the new vehicle model.
 - iv. Will provide design that incorporate the follow installation types:
 - a. Removal from existing vehicles
 - b. Installing in vehicles being changed out
 - c. Installing in a new vehicle – brand new installation
 - v. Will create and provide the following documents:
 - a. Vehicle Configuration document describing the configuration of the equipment installed by vehicle model
 - b. Vehicle Wiring layout document describing the connections of all wiring to the equipment installed by vehicle model
 - c. Vehicle Removal process document describing the step by step process of removal of existing equipment in the vehicle by vehicle model
 - d. Vehicle Installation process document describing the step by step process of installation of new or reused equipment in the vehicle by vehicle model
 - e. Installation Work Order, see Exhibit "A-5"
- HPD's Responsibilities, the Project Manager:
- i. Will provide access to HPD vehicles for Contractor to view while creating designs.
 - ii. Will approve designs as complete, which will serve as the target for the installation of the new solution.

14.D PHASE ONE, TASK 1.3.2 Acceptance Standards

Contractor shall have completed this Phase One, Task 1.3.2 when Contractor successfully completes all responsibilities set out for Contractor in Section 14.C of this Exhibit "A," including documenting the various vehicle computing designs currently used in the department.

14.E PHASE ONE, TASK 1.3.3 INVENTORY OF CURRENT VEHICLES BY DIVISION

HPD and contractor shall inventory vehicles by division that will have the existing computing devices replaced with the contractor provided solution. Once the inventory list is approved by HPD, it will be the source for all future planning of installations. The Project Manager, upon discussions with Contractor, in his sole discretion may add or change numbers of vehicles by

division to be included in the project's scope, not to exceed agreed upon project budget.
Contractor's Responsibilities, Contractor shall:

- i. use provided Excel spreadsheet in all planning tasks

HPD's Responsibilities, the Project Manager:

- i. Will provide inventory of all patrol vehicles in Excel format.
- ii. Will identify the number and type of vehicles to be upgraded by this project
- iii. Will create an MS Excel spreadsheet documenting the inventory; Division, Vehicle Type, Vehicle Count, Vehicle Number to be upgraded
- iv. Will approve the inventory and provide to the Contractor

14.F PHASE ONE, TASK 1.3.3 Acceptance Standards

Contractor shall have completed this Phase One, Task 1.3.3 when Contractor successfully completes all responsibilities set out for Contractor in Section 14.E of this Exhibit "A," including producing a vehicle inventory in MS Excel with all patrol vehicles by type used in the department.

14.G PHASE ONE, TASK 1.3.4 IDENTIFY INSTALLATION SITES

HPD and contractor shall inventory vehicles by division that will have the existing computing devices replaced with the contractor provided solution. Once the inventory list is approved by HPD, it will be the source for all future planning of installations.

Contractor's Responsibilities, Contractor shall:

- i. use identified installation sites to perform all planning and installation activities

HPD's Responsibilities, the Project Manager:

- i. Will identify the sites to be used by the Contractor to perform all project tasks, including removal and installation of the solution
- ii. Will provide HPD installation sites, addresses, and contact to Contractor

14.H PHASE ONE, TASK 1.3.4 Acceptance Standards

Contractor shall have completed this Phase One, Task 1.3.4 when Contractor successfully completes all responsibilities set out for Contractor in Section 15.G of this Exhibit "A".

14.I PHASE ONE, TASK 1.3.5 CREATE VEHICLE INSTALLATION PLAN

In consultation with the Project Manager, Contractor shall create an installation plan to encompass all required tasks to remove and install solution for all vehicles set out in this Exhibit A.

Contractor's Responsibilities, Contractor shall:

- i. ensure the Plan will finish all vehicle installations by 10/1/2013.
- ii. include the division and vehicles to be targeted for installations on a weekly/monthly basis
- iii. include the following activities:
 - Contractor shall provide a comprehensive Mobile Computing Solution
 - Contractor shall remove old equipment as directed and secure for reuse or disposal as directed
 - HPD will identify if equipment is to be save or disposed off, if HPD is not available to identify equipment, Contractor will contact Project Manager for determination

EXHIBIT D
MWBE Compliance

MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled **"THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT"** and contain the following terms:

1. M#T Consulting, LLC (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").
2. M#T Consulting, LLC (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for inspection for at least 4 years after the end of its performance under this subcontract. Nothing in this provision shall change the time for bringing a cause of action.
3. Within five business days of execution of this subcontract, Contractor and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. Any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 -- "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. If the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.
 - e. All arbitrations shall be conducted in Houston, Texas unless the parties agree to another location in writing.

EXHIBIT D
MWBE Compliance

MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled **"THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT"** and contain the following terms:

1. Company, Inc (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").
Global Electronic Supply
2. Company, Inc (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for inspection for at least 4 years after the end of its performance under this subcontract. Nothing in this provision shall change the time for bringing a cause of action.
3. Within five business days of execution of this subcontract, Contractor and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. Any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 -- "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. If the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.
 - e. All arbitrations shall be conducted in Houston, Texas unless the parties agree to another location in writing.

EXHIBIT E

DRUG POLICY COMPLIANCE AGREEMENT

1. Martin Murphy, Vice-President as an officer or officer of f
(Name) (Print/Type) (Title)
Portable Computer Systems, Inc dba PCS Middle (Contractor)
(Name of Company)

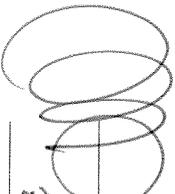
Have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date 3/27/12 Contractor Name Portable Computer Systems, Inc dba PCS Middle

Signature  Title 3/27/12

**EXHIBIT F
DRUG POLICY COMPLIANCE DECLARATION**

I, Martin Murphy Vice-President as an owner or officer of
(Name) (Print/Type) Portable Computer Systems, Inc dba PCS Mobile
(Contractor)

(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____, 20____.

Initials _____
 A written Drug Free Workplace Policy has been implemented and employees notified.
 The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

Initials _____
 Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Engineers, Executive Order No. 1-31. Employees have been notified of such procedures.

Initials _____
 Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

Initials MM.
 Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is 10.

From _____ to _____ the following test has occurred
(Start date) (End date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number Employees Tested	_____	_____	_____	_____
Number Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

Initials _____
 Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

Initials MM.
 I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

2/27/12 Portable Computer Systems, Inc dba
(Date)

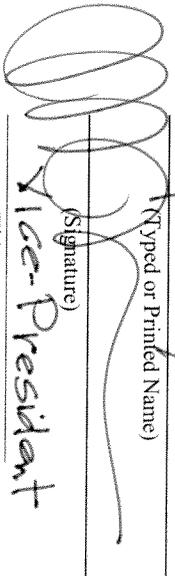

(Signature)
Vice-President
(Title)
PCS Mobile
Martin Murphy

EXHIBIT G
CONTRACTOR'S CERTIFICATION
OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT

_____, _____ (Title)

as an owner or officer of _____ (Contractor)

(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved in performing _____

(Project)
Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

(Date) _____ (Typed or Printed Name)

(Signature)

(Title)

EXHIBIT H
FORM POP2
CERTIFICATION OF AGREEMENT TO COMPLY WITH
PAY OF PLAY PROGRAM

Available at <http://www.houston.tx.gov/aacc/payorplay/pop2.pdf>

CITY OF HOUSTON
STANDARD SPECIFICATION
FORM POP 2 (DOCUMENT 00630)



OFFICE OF BUSINESS OPPORTUNITY
CERTIFICATION BY BIDDER
EFFECTIVE 7.1.07

CERTIFICATION OF AGREEMENT TO
COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: Portable Computer Systems, Inc \$ 10,190,799.99
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: 1200 W. Mississippi Ave, Denver, CO 80223

Project No.: [GFS/CIP/PA/P/ File No.] OA # 4600011514

Project Name: [Legal Project Name] Mobile Data Strategy

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

Yes No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees under the contract with the City and to ensure compliance by covered subcontractors and contract labor to the terms of the Pay or Play Program.

Yes No Contractor agrees to provide health benefits to each covered employee and ensure compliance by the covered subcontractors. The health benefits must meet the following criteria:
(1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and
(2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.

Yes No Contractor agrees to pay on behalf of some covered employees and contract labor and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable. (NOTE: IF YOU SELECT YES ON THIS OPTION PLEASE CHECK YES ON THE ABOVE TWO OPTIONS "AGREES TO PAY AND AGREES TO PROVIDE HEALTH BENEFITS")
 Yes No If contract labor is utilized the Contractor agrees to report hours worked by the contract laborer and Pay \$1.00 per hour for work performed.

Yes No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.
 Yes No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Office of Business Opportunity. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

*Estimated Number of:		
Total Employees on City Job	Prime Contractor	Sub-Contractor
Covered Employees	10	6
Non-Covered Employees	10	6
Exempt Employees		

Required
I hereby certify that the above information is true and correct.

DATE 2/27/12

CONTRACTOR (Signature) [Signature]
NAME AND TITLE (Print or type) Martin Murphy, Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Blue Sky Ins
7208 S. Tucson Way # 230

CONTACT NAME: Sharon Fralay

PHONE (A/C No. Exh.): (303) 647-5477

FAX (A/C. No.): (303) 265-9370

E-MAIL ADDRESS: sharoncf@bskyins.com

Centennial CO 80112

INSURER(S) AFFORDING COVERAGE

Insured
PCS Mobile, DBA: Portable Computer Systems
1200 W Mississippi Ave
Denver CO 80223

INSURER A: Travelers Insurance Company NAIC #

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: CI1232700216

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN MODIFIED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		63021641824	6/1/2011	6/1/2012	\$ 1,000,000 \$ 300,000 \$ 10,000	\$ 2,000,000
A	GENERAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- LEFT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED X HIRED AUTOS		BA2164182410TEC	6/1/2011	6/1/2012	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	\$ 5,000,000 \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mark "Y" in NH) Y/N If user describes under DESCRIPTION OF OPERATIONS below		HSACUPE216418247TL10	6/1/2011	6/1/2012	EL. DISEASE - EA EMPLOYEE \$ 500,000 EL. DISEASE - POLICY LIMIT \$ 500,000	\$ 5,000,000 \$ 500,000 \$ 500,000
A	Umbrella Liab EXCESS LIAB						\$ 1,000,000 \$ 500,000
A	RETENTION \$ 10,000						\$ 500,000
A	Crime		7E08302587	6/1/2011	6/1/2012		\$ 1,000,000 \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is also added as an additional insured as their interest may appear.
Waiver of subrogation applies.
See attached endorsements

CERTIFICATE HOLDER

City of Houston
901 Bagby
Houston, TX 77002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joel Walker/SHARON

Signature

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3. A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
City of Houston
901 Bagby
Houston, TX 77251

() Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium: N/A
The premium charge for this endorsement shall be - percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: N/A

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

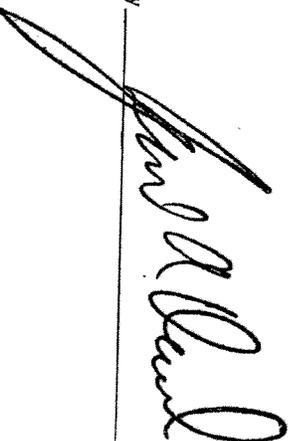
Endorsement Effective: 03/21/2012 Policy No. WC 012445175 Endorsement No. N/A

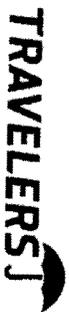
Insured: ADP TotalSource DE IV, Inc. (PEO Company)
10200 Sunset Drive
Miami, FL 33173
Portable Computer Systems Inc DBA PCS Mobile (Client of PEO Company)
5569 Edith
Houston, TX 77081

Premium \$ N/A

Insurance Company: New Hampshire Ins Co

Countersigned by





CHANGE EFFECTIVE DATE: 06-01-11
CHANGE ENDORSEMENT NUMBER: 0002

One Tower Square, Hartford, Connecticut 06183

CHANGE ENDORSEMENT

Named Insured:
PORTABLE COMPUTER SYSTEMS, INC

Policy Number: H-630-21641824-TTL-11
Policy Effective Date: 06/01/11
Issue Date: 03/26/12
Premium \$ 0

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Effective from 06/01/11 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

THE ACTUAL EFFECTIVE DATE OF THIS ENDORSEMENT IS 03/22/2012.

THE COMMERCIAL GENERAL LIABILITY COVERAGE PART IS AMENDED AS FOLLOWS:

AMENDING CG D2 47 08 05 - ADDITIONAL INSURED (CONTRACTORS) AS PER ATTACHED.

NAME AND ADDRESS OF AGENT OR BROKER:
MSI GROUP LLC (CPZ75)
10490 S PROGRESS WAY STE D 105
PARKER, CO 80138

COUNTERSIGNED BY:

Authorized Representative

DATE:

3/27/12

IL TO 07 09 87 PAGE 1 OF 1
OFFICE: SP-DENVER



CHANGE EFFECTIVE DATE: 06-01-11
CHANGE ENDORSEMENT NUMBER: 0002

POLICY NUMBER: H-630-2164L824-TIL-11

EFFECTIVE DATE: 06-01-11

ISSUE DATE: 03-26-12

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS.

IL T0 07 09 87 CHANGE ENDORSEMENT
IL T8 01 10 93 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

COMMERCIAL GENERAL LIABILITY

CG D2 47 08 05 ADDITIONAL INSURED (CONTRACTORS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
SAUNDERS CONSTRUCTION, INC.

PROJECT/LOCATION OF COVERED OPERATIONS:

**CSU STUDEN REC CENTER ADDITIONAL
& REMODEL PROJECT #08509**

- 1. WHO IS AN INSURED** – (Section II) is amended to include the person or organization shown in the Schedule above, but:

 - a)** Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b)** If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
- 2.** The insurance provided to the additional insured by this endorsement is limited as follows:

 - a)** In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b)** The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

 - i.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii.** Supervisory, inspection, architectural or engineering activities.
 - c)** The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage

COMMERCIAL GENERAL LIABILITY

- or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.
5. The following definition is added to SECTION V. — DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

 - a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
THE STATE OF COLORADO

PROJECT/LOCATION OF COVERED OPERATIONS:
**CSU STUDEN REC CENTER ADDITIONAL
& REMODEL PROJECT #08509**

- 1. WHO IS AN INSURED** – (Section II) is amended to include the person or organization shown in the Schedule above, but:

 - a)** Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b)** If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
- 2.** The insurance provided to the additional insured by this endorsement is limited as follows:

 - a)** In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b)** The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

 - i.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii.** Supervisory, inspection, architectural or engineering activities.
 - c)** The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
THE BOARD OF GOVERNORS OF THE
COLORADO STATE UNIVERSITY SYSTEM

PROJECT/LOCATION OF COVERED OPERATIONS:

CSU STUDEN REC CENTER ADDITIONAL
& REMODEL PROJECT #08509

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage

POLICY NUMBER: H-630-2164L824-TTL-11

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 03-26-12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
COLORADO STATE UNIVERSITY

PROJECT/LOCATION OF COVERED OPERATIONS:
CSU STUDEN REC CENTER ADDITIONAL
& REMODEL PROJECT #08509

1. WHO IS AN INSURED -- (Section II) is amended to include the person or organization shown in the Schedule above, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III -- Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage

COMMERCIAL GENERAL LIABILITY

- or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
- a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.
5. The following definition is added to SECTION V. - DEFINITIONS:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
- a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.

POLICY NUMBER: H-630-2164L824-TTL-11

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 03-26-12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

CITY OF HOUSTON
901 BAGBY
HOUSTON, TX 77002

PROJECT/LOCATION OF COVERED OPERATIONS: MOBILE DATA STRATEGY PROJECT

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage

COMMERCIAL GENERAL LIABILITY

- or the end of the policy period, whichever is earlier.
 3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
 4. As a condition of coverage provided to the additional insured by this endorsement:

 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.
 5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

 - a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.