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THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

AGREEMENT FOR THE PURCHASE OF A PUBLIC SAFETY DIGITAL HELICOPTER VIDEO DOWNLINK SYSTEM

I. PARTIES

A. Address

THIS AGREEMENT FOR COMPUTER SOFTWARE LICENSES, INSTALLATION, TRAINING AND TECHNICAL SUPPORT SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation, and **NUCOMM, INC.** ("Contractor"), a New Jersey corporation doing business in Texas.

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

City	**Contractor**
City Purchasing Agent City of Houston P.O. Box 1562 Houston, TX 77251	NuComm, Inc. 101 Bilby Road Hackettstown, NJ 07840

The Parties agree as follows:

B. Table of Contents

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D. Parts Incorporated

The above described exhibits are incorporated into this Agreement.

E. Controlling Parts

If a conflict among the sections and exhibits arises, the sections control over the exhibits.

F. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

NUCOMM, INC.

By: _____
Name: Stephen W. Shpock
Title: President
Nucomm, Inc.

CITY OF HOUSTON, TEXAS
Signed by:

By: _____
Mayor

ATTEST/SEAL:

_____
City Secretary

APPROVED:

_____
City Purchasing Agent

_____
Director – Mayor's Office of Public Safety and Homeland Security

APPROVED AS TO FORM:

_____
Assistant City Attorney
L.D. No. 0620801322001

COUNTERSIGNED BY:

_____
City Controller

DATE COUNTERSIGNED:

12-24-08

II. DEFINITIONS

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

"Acceptance" means approving all System components listed in Exhibit B for use by City after testing the System to ascertain that the System works according to the System Requirements set out in Exhibit A of this Agreement, as determined by the Director.

"Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City System Administrators" mean City employees or agents in either the City's Houston Police Department Airborne Division or the Mayor's Office of Public Safety and Homeland Security Video Team who manage and maintain the System and have been designated by the Director to access technical support for the systems from Contractor under this Agreement.

"COH" means the City of Houston.

"Consultant" means Contractor's employees or subcontractors who are trained, skilled and experienced in configuring, installing, and maintaining the System components, including enhancements or upgrades to the system.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Contractor's Rate" means the fees set out in Exhibit "B" according to which the City shall compensate Contractor for the products and services provided to City under this Agreement.

"Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.

"Deliverables" means the deliverables identified in the Scope of Services, System Diagrams

and Project Quotation Detail listed in Exhibits "A" and "B".

"Director" means the Director of the Mayor's Office of Public Safety and Homeland Security or the Director of a City department utilizing the System under this Agreement, or the person he or she designates.

"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.

"Documentation" means the manual provided by Contractor detailing the System design, operations and instructions for using the System to obtain the desired results from the System.

"Installation Site(s)" means the four (4) physical locations indicated in the Quotation Detail found in Exhibit "B" and one (1) mobile vehicle as designated by the Director. Additional sites will be identified for future installations provided for under the Contract.

"Notice to Proceed" means a written communication from the Director to Contractor instructing the Contractor to begin performance under the contract.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

"Project" means the installation, configuration, testing and training activities required to fully implement all the elements described in the Scope of Services, System Requirements listed in Exhibit "A", and Quotation Detail covered in the initial allocation under the contract.

"Quotation Detail" means the products and services listed in the pricing exhibits associated with the various installation sites and activities. This detail dictates what will be provided to the City by the Contractor under the Contract.

"Reasonable Travel Expenses" mean the ordinary and reasonable cost of travel by Contractor and their sub-contractors. Reasonable travel expenses are expenses that do not exceed the amount established under the City's current travel reimbursement policy for its employees, including automobile mileage reimbursement, common carrier coach or economy fares, ground transportation expenses, and, for overnight trips, the cost of lodging and meals if such travel is reasonably necessary to accomplish a task directly related to the Project, and if reservations are made as far in advance as feasible. If the Contractor or their sub-contractors are unable to find accommodations that are reasonable relative to prices typical to the Houston area, they are to notify the Director before expenditures are incurred. Additionally, inflated fares and expenses that may result from last minute reservations have to be cleared with the City to be deemed as warranted and necessary. Failure to do so may result in refusal by the City to reimburse the Contractor.

"Services" means professional services provided by the Contractor and their subcontractor for the System, including but not limited to, installation, integration, training and support services for the products purchased under this Agreement.

"System" means all of the components included to create an operable Digital Helicopter Video Downlink System. The initial components under the contract will include hardware, software and services that will provide four (4) stationary downlink installation sites (indicated in the Quotation detail), one mobile vehicle, one (1) controller location on the video network, portable handheld devices, and portable receiver antennas. It also includes the airborne configurations to be installed on thirteen (13) Houston Police Department airborne assets and spare replacement equipment. Any additional components added pursuant to Article III(A) shall become part of this System at the time of installation.

III. DUTIES OF CONTRACTOR

A. Scope of Services

Contractor's performance under this Agreement is divided into two phases: (1) Phase I, providing the System components and Services as described in Exhibit "A" and accepted by the City in accordance with the Acceptance criteria set out in Article IV of this Agreement; and (2) Phase II, providing additional System components and Services described in the attached Exhibit "B" as may be requested in writing by the Director during the term of this Agreement, contingent upon allocation of funding to pay for Phase II.

In consideration of the payment specified in this Agreement, Contractor shall provide all labor, materials, and supervision necessary to implement all the components in Phase I, to the City's satisfaction, and if requested, System components and Services deemed necessary for Phase II.

B. Coordinate Performance

Contractor shall coordinate its performance with the Director or other persons that the Director designates. Contractor shall promptly inform the Director of all significant events relating to the performance of this Agreement.

C. Time of Performance

The Director shall provide Contractor a written Notice to Proceed specifying a date to begin performance ("Start Date"). Contractor shall begin its performance no later than the Start Date and shall continue to perform diligently until this Agreement is terminated or all System components and Services under the Agreement are installed and accepted by the City, whichever comes first.

D. 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.

E. 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.

F. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FROM AND AGAINST 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.

G. INDEMNIFICATION - PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT

CONTRACTOR AGREES TO AND SHALL 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 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.

H. 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.

I. INDEMNIFICATION - PROCEDURES

(1) Notice of Claims. If the City or Contractor receives notice of any claim or

circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

(a) a description of the indemnification event in reasonable detail,

(b) the basis on which indemnification may be due, and

(c) the anticipated amount of the indemnified loss.

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound

by the settlement.

J. 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 Workers 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 coverage in the following amounts:

(1) Commercial General Liability insurance including Contractual Liability insurance:

$500,000 per occurrence; $1,000,000 aggregate

(2) Workers' Compensation including Broad Form All States endorsement:

Statutory amount
Employer's Liability cannot be used as a substitute for Worker's Compensation

(3) Employer's Liability

Bodily Injury by accident $100,000 (each accident)
Bodily Injury by disease $100,000 (policy limit)
Bodily Injury by disease $100,000 (each employee)

(4) Professional Liability

$500,000 per occurrence; $1,000,000 aggregate

(5) Automobile Liability insurance

$1,000,000 combined single limit per occurrence

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

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

All insurance polices must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days written notice to the City before they may be cancelled, materially changed, or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be cancelled, 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.

K. Warranties

(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.

(2) System Warranty & Support and Maintenance Provisions.

Contractor warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

With respect to any parts and goods it furnishes, Contractor warrants:

(1) that all items are free of defects in title, design, material, and workmanship,

(2) that each item meets or exceeds the manufacture's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,

(3) that each replacement item is new, in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and

(4) that no item or its use infringes any patent, copyright, or proprietary right.

Contractor shall comply with the terms and conditions of the Warranty Policy described in the attached Exhibit "C". During the term of this Agreement, the City has the option to purchase an extended warranty for the price listed in the attached Exhibit "B". This price will be effective for two (2) years from the date of System Acceptance.

L. Confidentiality - Protection of City's Interest

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.

M. Use of Work Products

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

(2) Contractor warrants that it owns the copyright to the Documents, or that it licenses Documents that require licenses.

(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.

(4) Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors performing work under this Agreement which bind them to the terms in this Section.

N. Licenses and Permits

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. Contractor shall immediately notify the Director of any suspension, revocation, or other detrimental action against his or her license.

O. Compliance with Laws

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

P. Compliance with Equal Opportunity Ordinance

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "D".

Q. Drug Abuse Detection and Deterrence

(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.

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

(a) a copy of its drug-free workplace policy,

(b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E" together with a written designation of all safety impact positions and,

(c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "G".

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 "F". 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) 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.

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

R. Minority and Women Business Enterprises

It is the City's policy to ensure that Minority and Women Business Enterprises ("MWBE") 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 1% of the value of this Agreement to MWBE. 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 "H". 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.

S. 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.

T. Coordination of Activities

Contractor and their sub-contractors will coordinate their activities with City personnel identified by the Director as the City's overall manager for the Project ("Project Manager"). Before commencing work, a Project plan will be developed by the Contractor and reviewed with the City's Project Manager. Contractor shall not conduct any services at any site without prior notification and coordination with the Project Manager. Any issues that arise during the course of activities associated with this Agreement shall be submitted to the Project Manager as soon as they are identified.

U. Sub-contractors

Contractor shall use the Subcontractors set out in Exhibit "A", unless alternative Subcontractors are approved in advance by the Director, in writing.

IV. DUTIES OF THE CITY

A. Payment Terms

(1) The City shall pay Contractor for the System components and Services provided under this Agreement upon Acceptance of each component or Service according to the fees set out in Exhibit "B" for Phase I. The fees must only be paid from Allocated Funds, as provided

below.

(2) The City shall pay the Contractor within 30 days from the date of delivery and receipt of an invoice of the System components, according to the fees set out in Exhibit "B". The City will pay the Contractor for Services of the delivered System components upon Acceptance of Contractor's performance according to the Acceptance criteria for such services as detailed in Article IV, Section F of this Agreement.

(3) The City shall reimburse Contractor for actual direct expenses ("Direct Expenses") incurred by Contractor while providing services to City. Direct Expenses are limited to mileage costs at the then current rate for City employees under the City's travel policy, and reasonable costs for airfare, lodging and courier services.

(4) The Director, in his sole discretion, may transfer allocated funds not used in one category of components or services and put in another category of components or services, to be used as needed, until all of the allocated funds as set forth in Section IV(E) below are exhausted. The City shall make payments to Contractor at its address for notice within 30 days of receipt of an approved invoice. Contractor will provide Director a regular report (time period to be determined by Director) explaining all accomplishments in the prior period, including but not limited to: hours expended by Contractor and sub-contractors including description of activities, shipments made to City, issues identified and resolved.

(5) The City may audit all payments made to Contractor at a later date. Contractor shall refund any overpayments uncovered in the audit. If this Agreement is terminated before the end of a period for which payment has been made in advance, Contractor shall refund a percentage of the City's advance payment equal to the percentage of the prepaid period remaining after termination.

This refund must be made within 30 days of termination of this Agreement.

(6) In addition to the price schedule associated with the initial System components and Services to be provided under the contract, price schedules that include bundled pricing for additional installations and upgrades have been provided by the Contractor. The Director may chose to exercise a supplemental allocation for additional System components and Services in order to expand the regional coverage or upgrade the System. These System components may be implemented in a Phase II of the Project, to begin after Phase I of the Project is complete and accepted. The System Requirements and Acceptance criteria for Phase II shall be the same as those used in Phase II. The bundled pricing schedules for Phase II of the Project are attached in Exhibit "B. These pricing schedules remain in effect for one (1) year following the effective date of this Agreement, with an annual escalation rate of 3% over the previous year for each year thereafter during the term of this Agreement.

B. 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.

C. Method of Payment

Upon Acceptance of the System Components and Services, the City shall pay on the basis of invoices and backup documentation (such as packing slips, work orders, travel receipts, timesheets with description of activities) submitted by Contractor and approved by the Director. The City shall pay Contractor within 30 days of the receipt and approval of the invoices.

D. Method of Payment - Disputed Payments

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

E. Limit of Appropriation

(1) The City's duty to pay money to Contractor for any purpose under this Agreement is limited in its entirety by the provisions of this Section.

(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 $2,353,441.70 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.

(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) City Council delegates to the Director the authority to approve up to $1,595,349.95 in supplemental allocations for this Agreement without returning to Council.

(5) 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, Contractors 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.

F. Acceptance

Upon issuance of a Notice to Proceed, Contractor shall deliver to the Director the System components. Contractor and their sub-contractors shall install the System components at the designated sites listed in Exhibit "B". The City's HPD Airborne Division and Homeland Security Video Team Project Manager will be available to address questions and provide City resources necessary to support the Contractor and their sub-contractors in the execution of their activities. Beginning promptly after completion of installation at each site or vehicle, the City shall operate the newly installed digital Video Downlink System for 30 days (the "Trial Period") with Contractor providing support services via its designated telephone lines or in person where necessary.

If during the 30 day Trial Period, the tests the City conducts indicate that the Video Down Link System is not performing in accordance with the System Requirements included in this Agreement, Contractor will have 30 days to correct the problem(s), at which time the City will have an additional 15 days to retest the corrections.

The City shall notify Contractor of any non-conformity between the operation of the Video Down Link System and the Project Overview and System Requirements and provide documentation of the non-conformity to Contractor as soon as practicable after discovery.

The City shall accept the new Digital Video Downlink System when:

(i) the System components and related Documentation have been completely delivered and installed by the Contractor and its sub-contractors according to the system Diagrams included in Exhibit "A", and

(ii) the System, by the end of the 30 day Trial Period, successfully operates in accordance with the system Requirements of this Agreement, as determined by the Director. The City shall reject the System or any individual System components if at the end of the 30 day Trial Period (plus any time the City provides to Contractor to correct defects), they have not performed in accordance with the System Requirements as determined by the Director.

If the City rejects the System or any individual System components, the rejected components will be uninstalled at the Contractor's expense and returned to Contractor at no cost to City and City shall not pay for the use of the rejected System or any other applicable goods or services under this Agreement. Contractor shall return to City all sums paid to it under this Agreement within 30 days of rejection of the System or System component(s). The City reserves all other available rights at law or

in equity.

V. TERM AND TERMINATION

A. Contract Term

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

B. Renewals

If the Director, at his or her sole discretion, advises the City Purchasing Agent to make 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.

C. Termination for Convenience by City

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.

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. Contractor shall refund pro rata advance fees paid for the period remaining after the termination of this Agreement in the manner set out in Article IV of this Agreement. 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 IV, A unless the fees exceed the allocated funds remaining

under this Agreement.

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 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.

D. 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 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.

VI. MISCELLANEOUS

A. 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 workers' compensation benefits coverage.

B. Force Majeure

(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, strikes, 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.

(2) This relief is not applicable unless the affected party does the following:

(a) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

(b) provides the other party with prompt written notice of the cause and its anticipated effect.

(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.

(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.

(5) If the Force Majeure continues for more than 10 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.**

C. 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.

D. 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.

E. 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.

F. 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 including but not limited to the Americans with Disabilities Act.

Venue for any litigation relating to this Agreement is Harris County, Texas.

G. Notices

All notices required or permitted by this Agreement 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 in the preamble of this

Agreement or at such other address as the receiving party designates by proper notice to the sending party.

H. 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.

I. 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.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

J. Inspections and Audits

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least four (4) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

K. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under

this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

L. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

M. 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.

N Publicity

Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

O. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

P. 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.

Q. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

R. 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.

S. 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 FOR ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFORE.

EXHIBIT "A"

SCOPE OF SERVICES

Project Description

This project will provide the Houston Police Department with a complete state-of-the-art helicopter based digital microwave system designed to deliver standard definition, upgradeable to high-definition, video to four fixed receive locations, a mobile command posts, HPD Patrol Vehicles and hand held receivers and monitors. Only a minimal amount of operator intervention is required to achieve reliable transmission and reception through the advent of advanced diversity receivers and associated control systems.

Video from the helicopter's FLIR camera feeds a Series 7 Nucomm Channel Master transmitter, fully equipped with a built-in 256 bit AES encryption. The transmitter will accept either standard or high definition digital video signals (SDI) at data rates exceeding 30 Mbps. If the need arises, the transmitter will also accept analog video from legacy equipment. There is no external power supply required to operate the transmitter from the aircraft's 24 volt electrical system or 120 volts AC Power.

In the MD500 aircraft, a Nucomm Access control system is used to operate the transmitter, allowing the user to recall up to twenty presets containing different channel and video parameter settings. The transmitter's output is fed to an omni directional antenna mounted outside the aircraft. A separate GPS antenna is used with a Troll Navtrack generator and modem to feed aircraft position data into one of the two transmitter audio channels. That data is used at the primary receive sites to keep a high gain steerable antenna locked on the aircraft.

The Nucomm Diversity Receivers with built in 256 bit AES decryption, uses maximal-ratio combining in order to acquire the aircraft signal with little or no operator involvement. Receive sites located on the roof of the Chase Tower, Houston Emergency Center, HPD Hangar and the Transtar Facility will be equipped with a high gain steerable antenna as well as three medium gain panel antennas, each panel covering a 120° sector. Because the steerable antenna can be pointed in only one direction at a time, only one of the receivers, R1, controls the Navtrack system. The other three receivers will continue to work with signals from the panel antennas. Similarly, R1 controls the antenna frequency band. If R1 is receiving a 7 GHz signal, the other three receivers may only be used on 7 GHz. Simultaneous 2/7 GHz receive would add greatly to the complexity of the antenna system and correspondingly increase the system cost.

With maximal-ratio combining a usable signal from any of the four antennas will contribute to receiver output. That means that if two antennas have good signal strength, both are summed together, producing an even stronger signal.

Once the helicopter is launched and its transmitter powered on, one of the three panel antennas will capture the signal and feed it to the diversity receiver. The receiver will feed the data stream from the control system into the S-750 site control system. The S-750 will use the data stream to point the

high gain steerable antenna directly at the aircraft and will continue to track it as the aircraft moves, ensuring that the receiver "sees" the strongest possible signal. In fact, through the use of multiple and maximal-ratio combining, a stronger signal can be realized than with one single antenna.

In addition to the 7 GHz four input diversity receive system that will be used in the mobile command centers to receive Houston Police aircraft, a separate 2 GHz two input diversity receive system is supplied to monitor transmissions by local news organizations. Because of their size, using large sector panels at the mobile command centers is impractical. Instead, the 7 GHz antenna system will consist of three fan beam antennas, and one omni antenna. An uplook and omni antenna is used for 2 GHz reception. Workstation software of the Troll system will be provided to be installed on a customer supplied PC.

All four major fixed receive systems will be connected to the police administration building master control room via TCP/IP, allowing the operator to monitor and control all receiver parameters, including channel, high gain antenna orientation, and band selection.

SYSTEM REQUIREMENTS

Fixed Receive Sites –

- will have capability of receiving High Definition and Standard Resolution Video.

- will have the capability of receiving microwave signals in the 1.9 to 2.5 GHz range as well as the 6.4 to 7.1 GHz range. Band selection will be controlled by the remote system.

- will have the capability of 360 degree antenna coverage through the use of 2/7GHz band selectable sector antennas with a 2/7GHz band steerable antenna for distance.

- will have a controller that will communicate with the antennas, and receiver at that site. All the data (link status and spectrum) from the receiver will be handed to the controller which will be on the city network to be displayed at each control point.

- all work stations will be able to communicate with each site through this network as if they were at each location.

- will have the capability of encoding the video signal into a TCP/IP Stream for infusion into the COH Public Safety Video Network. IronForge Systems of Houston, TX, a MWBE contractor, will provide this integration.

- will include the necessary gigabit switching components to support the system design at all locations (receive and control sites). IronForge Systems of Houston, TX, a MWBE contractor, will provide this capability.

- will meet R56 standards.

- will have the capability of encrypting and decrypting microwave video streams from the Helicopter to the receiving station. Encryption should be by private key and configurable by the end user. Encryption would be selectable on each session with the default being off. Capability achieved by encryption will be available when required by switching the system on if needed. AES encryption will be what is quoted.

- will ensure the video stream will be provided seamlessly to the video network. The connection to the network will be an Ethernet (IP) stream. IronForge Systems will work with COH to determine proper connection design for the video network, with regard to getting the video output from the receiver into an IP Video stream. The parties will agree on a design. Any hardware not quoted in the design by Nucomm to accomplish this will be provided by COH.

- Contractor will provide UPS battery backup capability at all receive sites to protect electronics at locations without UPS protection. APC battery Systems are preferred.

Mobile Command Posts

- will have a Receiving Station outfitted for a mobile environment. Capability to receiver 6.4-7.1GHz achieved by three (3) fan beam antennas and one (1) Omni antennas utilized into a four (4)- input diversity receiver. Capability to receive 1.9-2.5GHz achieved by one (1) uplook antenna and one (1) omni antenna.

- The 6.4-7.1GHz system will have the ability receive and decrypt an encrypted video from the airbourne assets.

- will have the capability to receive microwave video feeds when an airborne Asset is in line of sight of a command post. Capability will be achieved by a mobile command center's receiver with fixed antennas. Video will be handed off to monitors or video systems within the mobile command post.

Mobile Hand Held Receivers

- will operate with rechargeable battery power. Preferred Battery is a Lithium rechargeable battery pack with 110V AC or 12 V DC charging and power options. RF Central, LLC will provide the PRX-II which is currently an SD device.

- will have receive capability in the 6.4 GHz to 7.1 GHz bands. RF Central, LLC will provide the PRX-II which is currently a 6.4 GHz to 7.1 GHz bands.

- will have at least a 5" Color LCD Screen for viewing video. RF Central, LLC will provide the PRX-II which meets this requirement.

- will have a Flash Card Memory Slot to allow for recording video or another means to record on a removable device. RF Central, LLC will provide the PRX-II which meets this requirement.

- will have Video In and Out capability, headphone jack and speakers. RF Central, LLC will provide the PRX-II which meets this requirement.

USB Receivers for Laptops

- will have the capability to utilize existing Mobile Data Laptops or any Windows based PC to be able to view video via a USB connected Antenna and associated software within a close proximity to the airborne asset transmitting video. RF Central, LLC will provide the RFX-MDR-PC, which meets this requirement.

Airborne Assets

The video downlink system will have the ability to interface with a FLIR camera system. The FLIR camera system will hand a video source to Nucomm's transmitter.

- will have a Transmitter capable of transmitting in the 6.4 GHz to 7.1 GHz Microwave bands.

- transmitters will have User Programmable "Quick Store" Keys for quick access to different sites on the front panel and also can be controlled through the control system.

- will have standard inputs such as ASI, SDI, Composite Video. This capability will be achieved by standard inputs on Nucomm's transmitters and outputs on receivers.

- will have a Standard Definition and software upgradeable to High Definition transmit capability. User will be able to assign which type of video source.

- will have a Universal Power Supply with 11-32VDC and 90 to 260VAC. System must conform to electrical output of the Airborne Asset without exceeding the available power supply of the aircraft. Transmitter is equipped with a universal power supply.

- will have a 6.4 – 7.1 GHz 4.5dBi omni antenna

- will have a remote system with a main controller in the aircraft for the Pilot or Observer to control the transmitter, GPS Interface and Video Output.

- will have equipment provided by the Contractor that will provide the capability for mounting into existing MD500 aircraft as well as any future purchased aircraft. Vendor has provided custom designs and installation configuration for aircraft receiving the transmitter equipment, both current and future anticipated aircraft (MD902/EC145 and Cessna 206). These configurations are detailed in pricing quotes in Exhibits "B". Drawings for installations are

included in Exhibit "A".

Integration

- Contractor will provide a "Turn Key" system for all products and services.

- Contractor has provided a detailed quote, block diagrams and system overview that describe the scope of services and basis of acceptance for the project. Any modifications to the system design and functionality will be mutually agreed upon & documented by the Contractor and signed-off on by the Director before proceeding.

- Contractor will provide Technical Design Specifications for review by Director prior to commencing the installation. Technical Design Specs will be derived from the Functional Requirements Document.

- Contractor will provide a Project Manager to coordinate all activities in this project. The Project Manager will provide the Director with a detailed project plan with timeline and deliverables within two weeks upon receipt of a Notice to Proceed from the Director. The plan shall encompass delivery, installation, integration and training.

- Contractor will coordinate all aspects of the installation including Tower installations, Building installations and Mobile Installations. Nucomm, Inc. will coordinate all integration schedules for all sites. Further capability enhanced by Crystal Communications, a MWBE contractor.

- Contractor will provide "As Built" documentation at the end of the project, detailing each site and aircraft installation. As-Built documents will detail the equipment inventory of that site, any appropriate wiring diagrams, physical mounting locations and other information deemed appropriate by the Director. After project is complete, the Director will have a full detail drawing of all equipment installed with detail connectivity to each unit.

- Contractor will properly label all equipment and wiring at fixed and mobile sites for ease of identification.

Training

- Contractor will provide complete system training in a "Train the Trainer" manner, on-site at a designated COH facility for up to 5 technical persons.

- Contractor will provide operational end-user training in a "Train the Trainer" manner, on-site at a designated COH facility for up to 10 users.

Mr. Sean C. Drew
Nucomm, Inc.
101 Bilby Rd.
Hackettstown, NJ 07840

December 2, 2008

City of Houston
S33-T22925
Public Safety Helicopter Down Link System for Houston Police Department Air Bourne Division

Phase 1 Minimal Performance Parameters for Microwave Receive Sites

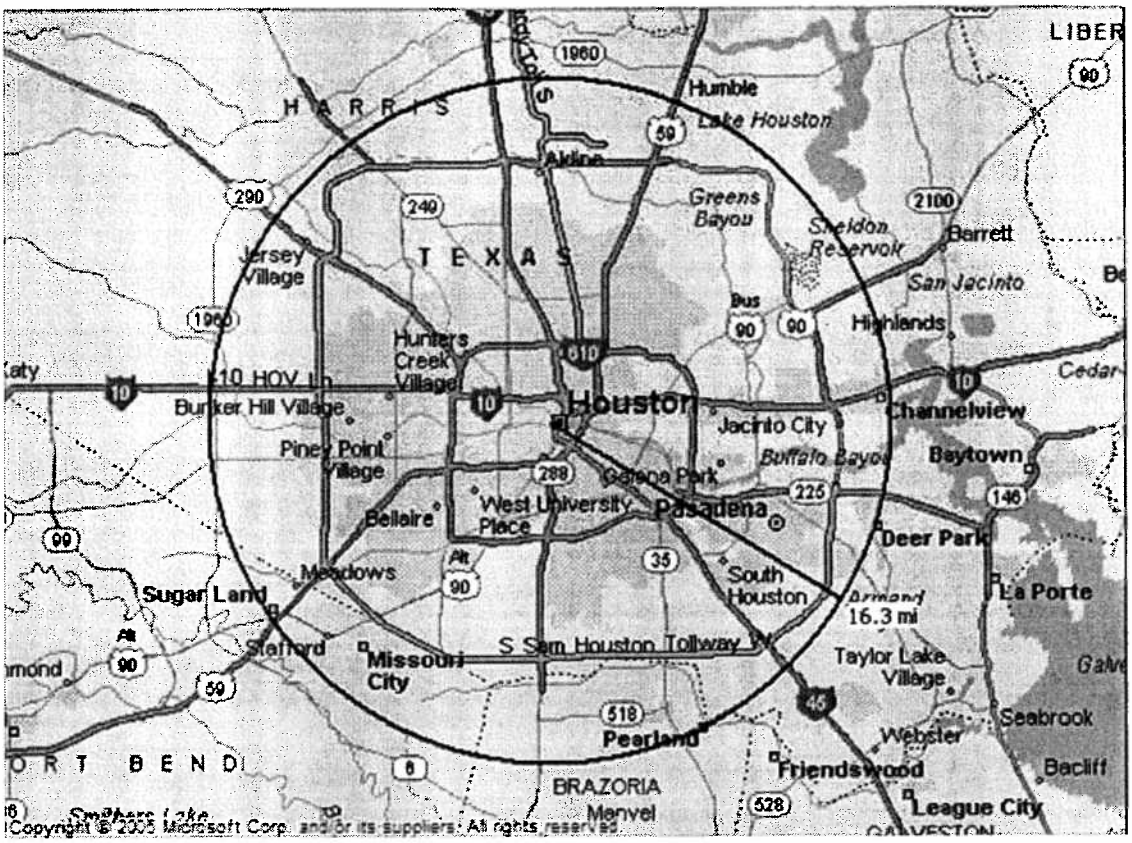
As per the RFP, S33-T22925, Nucomm has proposed a microwave transmit and receive system to cover the Harris County area. This coverage is roughly a 600 square mile area which can roughly be defined by the Sam Houston Tollway and the Outer Beltway. (Refer to Fig. 1) Successful transmission and reception beyond the proposed radius is highly probable considering the gains and losses of the system.

The system as proposed by Nucomm, and in agreement with the Houston Police Department, will successfully transmit at a frequency of 6.4-6.5GHz and successfully receive and decode at (1) one of the (4) receive sites. Each transmit and receive radio has the capability AES encryption/de-encryption for a secure transmission.

Each receive site is capable of simultaneously receiving (3) simultaneous transmissions on (3) separate frequencies, decoding and converting the video to a TCP/IP stream that will be made available to the fiber network.

Sincerely,

Sean C. Drew
Regional Sales Manager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Lake Houston
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Sheldon Reservoir
Barrett
San Jacinto
Highlands
Jersey Village
Hunters Creek Village
Bunker Hill Village
Piney Point Village
Houston
Jacinto City
Channelview
Baytown
Cedar
Galena Park
Buffalo Bayou
Pasadena
West University Place
Bellaire
Deer Park
La Porte
Meadows
Sugar Land
South Houston
16.3 mi
Stafford
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S Sam Houston Tollway
Taylor Lake Village
Seabrook
Webster
Pearland
Friendswood
Bacliff
BRAZORIA
Manvel
League City
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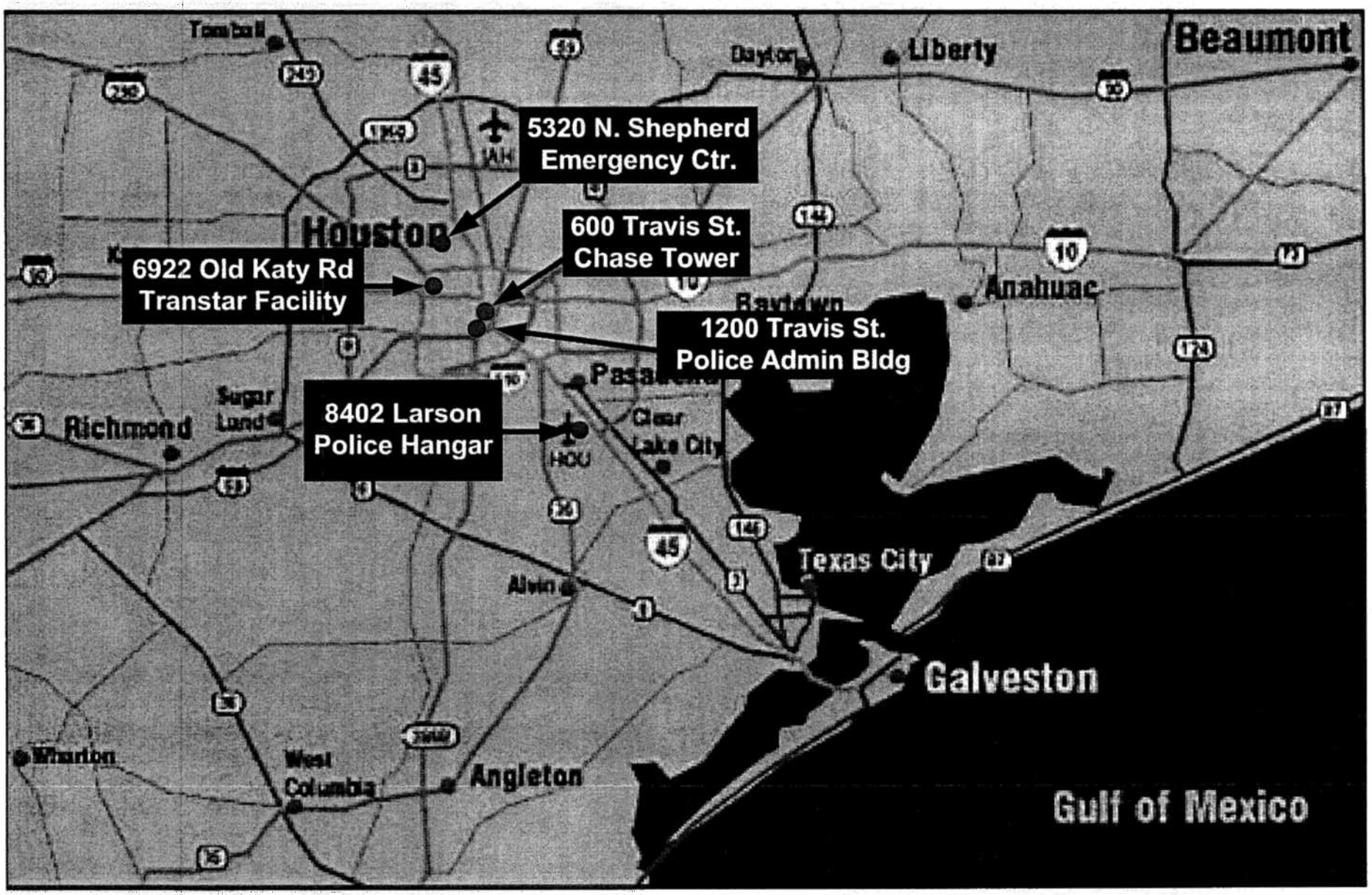
(Figure 1)

SYSTEM DIAGRAMS

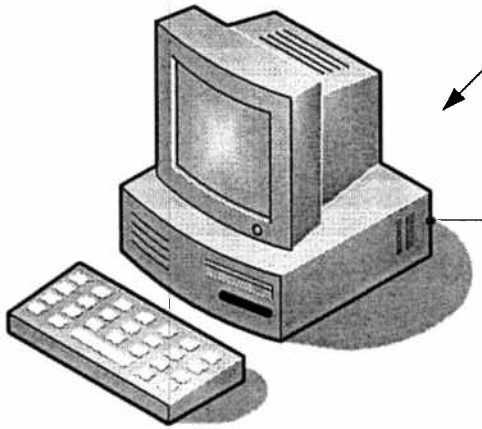


NUCOMM, INC.
101 BILBY ROAD
HACKETTSTOWN, NJ 07840
(908) 852-3700

Title: Houston Police Dept. Key Locations

Customer:	S/O#	Drawn by AMC
Approved By:	Date 6-27-08	

4 each customer supplied PC workstation with TSS-PRO-01 software. Additional licenses available for the same unit price, but not quoted.



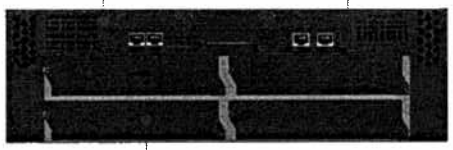
Ethernet

IP to Chase Tower

IP to Emergency Center

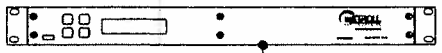
IP to Transtar

IP to Hangar



Cisco 3750 Router (Not Quoted)

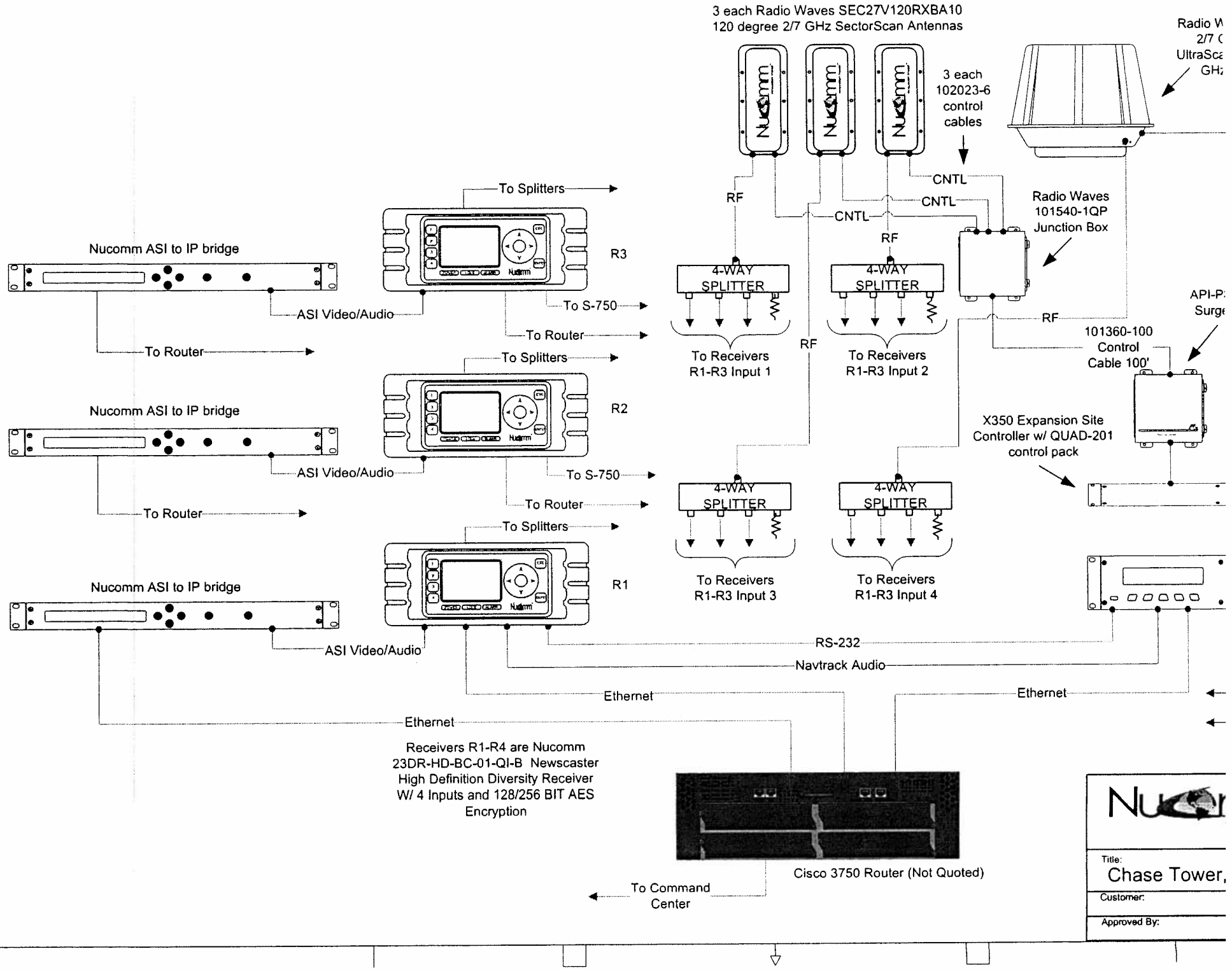
TNS3000 Communication Controller
One required for every 8 workstations



Ethernet

NUCOMM, INC.
101 BILBY ROAD
HACKETTSTOWN, NJ 07840
(908) 852-3700

Title:	HPD Administration Bldg	
Customer:	S/O#	Drawn by AMC
Approved By:	Date 10-15-08	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To Receivers
R1-R3 Input 2
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Controller w/ QUAD-201
control pack
To Splitters
R3
To S-750
To Router
Nucomm ASI to IP bridge
ASI Video/Audio
To Router
To Splitters
R2
To S-750
To Router
Nucomm ASI to IP bridge
ASI Video/Audio
To Router
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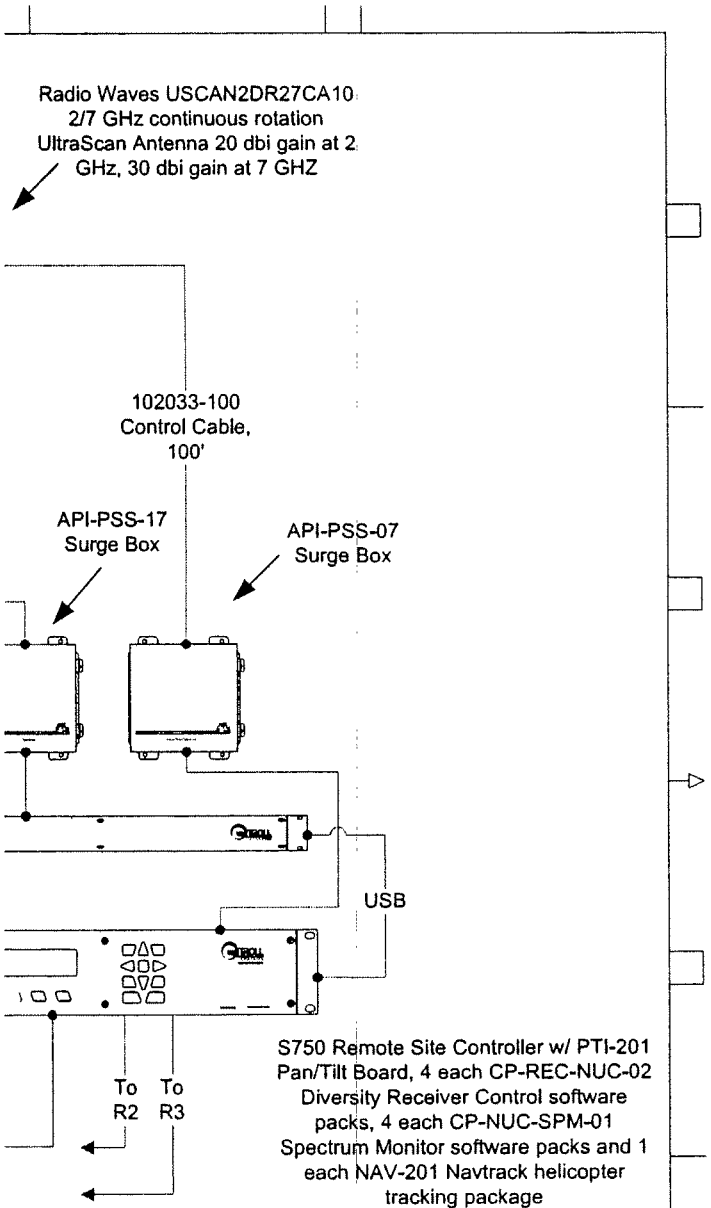
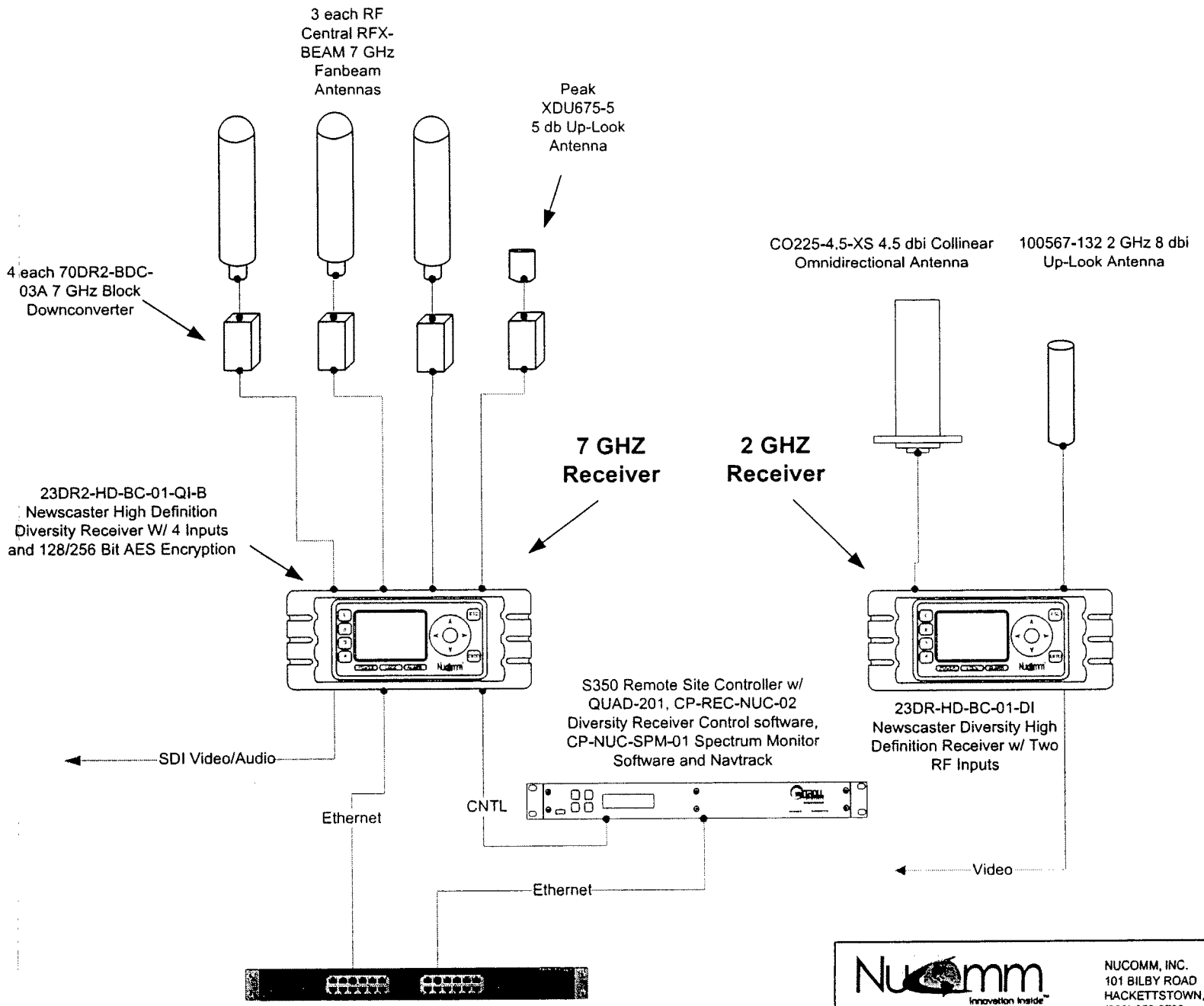
SPLITTER
4-WAY
SPLITTER
To Receivers
R1-R3 Input 3
To Receivers
R1-R3 Input 4
To Splitters
R1
Nucomm ASI to IP bridge
ASI Video/Audio
RS-232
Navtrack Audio
Ethernet
Ethernet
Ethernet
Receivers R1-R4 are Nucomm
23DR-HD-BC-01-QI-B Newscaster
High Definition Diversity Receiver
W/ 4 Inputs and 128/256 BIT AES
Encryption
Cisco 3750 Router (Not Quoted)
To Command
Center
Title:
Chase Tower,
Customer:
Approved By:



NUCOMM, INC.
101 BILBY ROAD
HACKETTSTOWN, NJ 07840
(908) 852-3700

Tower, Emergency Ctr, Transtar, HPD Hangar

	S/O#	Drawn by AMC
	Date 10-15-08	



NUCOMM, INC.
101 BILBY ROAD
HACKETTSTOWN, NJ 07840
(908) 852-3700

Title: HPD Mobile Unit Receive		
Customer:	S/O#	Drawn by AMC
Approved By:	Date 10-15-08	

CO675-4.5 7 GHz
4.5 dbi Collinear
Omnidirectional
Antenna

External GPS ANTENNA
p/o SL-OPT-GPS-01

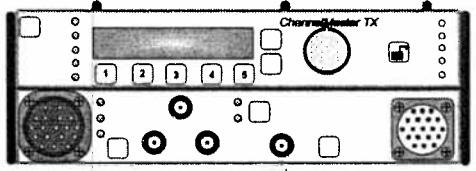
ARC-CM-TX-CR-02
Access Controller

Troll SL-NCU-100
Navtrack Generator
w/ SL-OPT-NTK-01
FSK Modulator and
SL-OPT-GPS-01 16
Channel GPS

RF

Navtrack
Audio

RS-232
Control



Note: RF and Control Cables Are
Customer Supplied

From Aircraft Video Camera System

70CMTX7-E1.5-252-A2BC8 Channel Master 1.5 watt
transmitter with 128/256 bit AES encryption, HD/SD
encoder software key HD upgradeable

NUCOMM, INC.
101 BILBY ROAD
HACKETTSTOWN, NJ 07840
(908) 852-3700

Title: HPD non-POD Aircraft		
Customer:	S/O#	Drawn by AMC
Approved By:	Date 10-15-08	

NUCOMM, INC.
101 BILBY ROAD
HACKETTSTOWN, NJ 07840
(908) 852-3700

Title: HPD Handheld Receiver

Customer:	S/O#	Drawn by AMC
Approved By:	Date 10-15-08	

LIST OF SUBCONTRACTORS

Nucomm, as the Contractor, will utilize the following sub-contractors:

1. RF Central (Project Manager and Integrator)
2. Crystal Communications (MWBE)
3. IronForge (MWBE)
4. Heritage Aviation, Ltd. (airborne asset assembly)

Nucomm, Inc. is the system designer and sole source supplier for hardware involved with airborne, central receive and mobile command unit microwave systems. Nucomm, Inc. must perform the following services to insure certification of the system. System commissioning and training are related services that are specific to the implementation of the proposed system and are as follows:

1. Central Rx Site Integration Charges (HEC, Chase Bank, Houston Transtar and HPD Hanger
2. Mobile Command Unit Integration Charge
3. System Commissioning of the Video Down Link Airborne System

RF Central

RF Central, a member of the Vitec Group RF Systems Division, will perform the function of Project Manager and Systems Integrator. They provide specific knowledge and an extensive portfolio with integrating and implementing complex RF central receive systems including truck and vehicle integration. They have specific familiarity with the system being designed and implemented, and therefore the work is not divisible.

RF Central will act as a sub-contractor for this project whose duties will include system installation of central receive sites, mobile command unit installation and Project Management. These services include the following:

1. Central Receive Installation and Integration (HEC, Chase Bank, Houston Transtar and HPD Hangar)
2. Mobile Command Unit Installation

Crystal Communications

An MWBE company, Crystal Communications will be a sub-contractor to Nucomm and apply it's expertise to the installation of the central Rx antennas, and its associated hardware, to the (4) central receive sites:

1. Chase Bank Building Tower hardware installation services
2. Houston Emergency Center Tower hardware installation services
3. Houston Transtar Facility Tower hardware installation services

4. HPD Hanger Tower hardware installation services

Utilization of Crystal Communications brings a company that is familiar with the City of Houston's video infrastructure and native requirements.

IronForge (MWBE)

IronForge, a State of Texas MWBE, will perform the interconnections within the central receive buildings as stated above. The video to IP connection, as handed to the fiber ring of City of Houston, is of particular concern and IronForge is instrumental in its consultation and technical ability to address and provide workable solutions as needed.

1. Chase Bank Building Interconnections, integration of video to IP to fiber ring and consultation.
2. Houston Emergency Center Tower Interconnections, integration of video to IP to fiber ring and consultation.
3. Houston Transtar Facility Tower Interconnections, integration of video to IP to fiber ring and consultation.
4. HPD Hanger Tower Interconnections, integration of video to IP to fiber ring and consultation.

Heritage Aviation, Ltd.

Heritage Aviation, Ltd., a helicopter integrator, will perform the installation of the video down link system and its ancillary equipment on the Houston Police Department's airborne systems. Heritage is the vendor who has been contracted to outfit the new Police helicopters and FLIR cameras. They will install the downlink equipment as each one is built. This is not work that can be divided with other vendors.

EXHIBIT "B"

COSTS FOR SYSTEM COMPONENTS AND SERVICES

Nucomm, Inc.
Sean Drew
101 Bilby Road - Hackettstown, NJ 07840 -
908-852-3700 x3008 Fax: 908-813-0399 sdrew@nucomm.com

QUOTE

Date	Quote #
12/03/08	HPD1-B-081023-SD-03

Contact: City of Houston
Julia Stroup
5320 N. Shepherd
Houston, TX 77091
Phone: (713)385-0653
Fax:

Validity: Per Contract
Estimated Delivery: 60 Days
From receipt of PO, Deposit & Technical Information
Payment Terms:
Warranty: 3 Years on Nucomm Mfg Products
Vendor items are covered by the warranty of the respective manufactuer
Ship Via: FedEx Express Saver
Shipping Terms: Hackettstown, NJ

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
1			**HD Upgrade for Standard Definition Transmitters**			
2	1	CMTX7-HD	ChannelMaster TX7 Portable Transmitter, Field upgrade to HD via software key.	$11,500.00	$9,200.00	$9,200.00
					SubTotal	$9,200.00
					NetTotal	**$9,200.00**

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT. MINIMUM 30% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Customer Acceptance

Name (Print) _____ Signature _____ Date _____

Purchase Order Number: _____ Date _____

Nucomm, Inc.
Sean Drew
101 Bilby Road - Hackettstown, NJ 07840 -
908-852-3700 x3008 Fax: 908-813-0399 sdrew@nucomm.com

QUOTE

Date	Quote #
12/03/08	HPD-B-081009-SD-03

Contact: City of Houston
Julia Stroup
5320 N. Shepherd
Houston, TX 77091
Phone: (713)385-0653
Fax:

Validity: Per Contract
Estimated Delivery: 60 Days
From receipt of PO, Deposit & Technical Information
Payment Terms:
Warranty: 3 Years on Nucomm Mfg Products
Vendor items are covered by the warranty of the respective manufactuer
Ship Via: FedEx Express Saver
Shipping Terms: Hackettstown, NJ

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
1			**HPD Command Post Bundle**			
2			**Mobile Command Post 1**			
3	1	23DR2-HD-BC-01-QI-B	Newscaster HD Portable Diversity Receiver Quad Input, Maximal Ratio Combining 2/7 Frequency Bands with external BDC Decryption AES Block Cypher, supporting key size of 128 and 256bit (FIPS PUB 197)	$55,200.00	$46,920.00	$46,920.00
4	4	70DR2-BDC-03A	Blockdown Convertor 6.430-7.125 GHz	$6,075.00	$5,467.50	$21,870.00
5	1	23DR-HD-BC-01-DI	Newscaster HD Portable Diversity Receiver Dual input maximum ratio combining Freq. Bands: 1.4 to 2.7 GHz User programmable channel plan Integrated HD/SD all format decoder Dual pedastal variable band width COFDM demod (optional) IF filtering from 4 to 24Mhz Remote control via ethernet or RS232 Front panel spectrum monitoring of all antenna inputs Link status overlay on video monitor output including spectrum, RSL,TX Status, BER and SNR AC/DC PSU, 90 to 240VAC / 12 to 32VDC	$40,800.00	$34,680.00	$34,680.00
6	1	2CP-Omni-4-Flex	2 GHz Omni Antenna-4.5 dB Gain with flexible base	$1,475.00	$1,475.00	$1,475.00
7	1	100567-132	Uplook Antenna, 90 Deg., 8dBi, Enclosed Weatherproof, Vert., 2 - 2.5GHz, Type "N".	$1,350.00	$1,215.00	$1,215.00
8	1	70CP-Omni-4-Flex	7GHz Omni Antenna-4.5 dB Gain with flexible base. 6.40-7. 125GHz, 35deg. Elevation. CamPac 2 Transmitter.	$1,350.00	$1,080.00	$1,080.00
9	3	RFX-BEAM 6.5GHZ	6.35-6.65GHz Fanbeam Antenna (Includes Tripod Bracket)	$2,130.00	$1,917.00	$5,751.00
10	1	S350	S350 Serial Controller for Digital I/O	$3,950.00	$3,950.00	$3,950.00
11	1	QUAD-201	Quad Horn or Sector Antenna ConTroll-PAC. Customer to specify antenna manufacturer and model number Includes Interface Board Includes Aux Includes 10 Presets	$2,395.00	$2,395.00	$2,395.00
12	1	CP-SPM-NUC-01	Spectrum Viewer ConTroll-PAC, Nucomm Software Only	$1,040.00	$1,008.80	$1,008.80
13	1	SYS-INT-TROLL	Full Central Receive Control System Integration and Test	$3,855.00	$3,739.35	$3,739.35
14	1	CP-REC-NUC-02	Nucomm Diversity Receiver/Decoder ConTroll-PAC	$3,000.00	$2,910.00	$2,910.00

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
15	1	RFC-INT-01	Installation and Integration: 48 hours of labor, 2 technician crew, Per Diem & Lodging, vehicle rental	$15,600.00	$15,600.00	$15,600.00
16	5	ES-001	Engineering Services per day rate On-site Commissioning	$2,700.00	$2,700.00	$13,500.00
17	1	TVL-EXP-1	Travel Expenses, With Airfare 5 night's lodging, and expenses ESTIMATE Actual expenses will be billed at cost	$4,700.00	$4,700.00	$4,700.00
					SubTotal	$160,794.15
					NetTotal	**$160,794.15**

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT. MINIMUM 30% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Customer Acceptance

Name (Print) _____ Signature _____ Date _____

Purchase Order Number: _____ Date _____

Nucomm, Inc.
Sean Drew
101 Bilby Road - Hackettstown, NJ 07840 -
908-852-3700 x3008 Fax: 908-813-0399 sdrew@nucomm.com

QUOTE

Date	Quote #
12/03/08	HPD-B-081016-SD-02

Contact: City of Houston
Julia Stroup
5320 N. Shepherd
Houston, TX 77091
Phone: (713)385-0653
Fax:

Validity: Per Contract
Estimated Delivery: 60 Days
From receipt of PO, Deposit & Technical Information
Payment Terms:
Warranty: 3 Years on Nucomm Mfg Products
Vendor Items are covered by the warranty of the respective manufactuer
Ship Via: FedEx Express Saver
Shipping Terms: Hackettstown, NJ

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
1			**HPD MD500 Bundle**			
2	1	70CMTX7-E1.5-339-A2BC17	ChannelMaster Portable Transmitter, SD Field upgradable to HD via software key Single Band 6.4-7.1Ghz, 1.5W Digital COFDM/FM Encryption AES Block Cypher, supporting key size of 128 and 256bit (FIPS PUB 197) Universal Power Supply - 11 to 32VDC / 90 to 260VAC	$45,000.00	$38,250.00	$38,250.00
3	1	ARC-CM-TX-RX-CR-01	Access Remote Control Unit Remote Control Unit for ChannelMaster Transmitter and Receiver Multi Band Support RS-232 Connection Active TFT Color LCD One Button Preset Control with DZUS fasteners	$3,500.00	$3,150.00	$3,150.00
4	1	7CP-OMNI-4	7 GHz Omni Antenna-4.5 dB Gain	$1,475.00	$1,180.00	$1,180.00
5	1	SL-NCU-100	Nav Data Control Unit NavTrack Generator	$3,250.00	$3,152.50	$3,152.50
6	1	SL-OPT-NTK-01	NavTrack Optional FSK Modulator or RS-232 Output	$2,500.00	$2,425.00	$2,425.00
7	1	SL-OPT-GPS-01	GPS (16 Channel)	$1,500.00	$1,455.00	$1,455.00
8	1	AVR8140-8	Digital Video Recorder, 8 GB internal memory, three video inputs, one video output, Includes install kit.	$11,872.00	$10,684.80	$10,684.80
					SubTotal	$60,297.30
					NetTotal	**$60,297.30**

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT. MINIMUM 30% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Customer Acceptance

Name (Print) _____ Signature _____ Date _____

Purchase Order Number: _____ Date _____

Nucomm, Inc.
Sean Drew
101 Bilby Road - Hackettstown, NJ 07840 -
908-852-3700 x3008 Fax: 908-813-0399 sdrew@nucomm.com

QUOTE

Date	Quote #
12/03/08	HPD-081013-SD-08

Contact: City of Houston
Julia Stroup
5320 N. Shepherd
Houston, TX 77091
Phone: (713)385-0653
Fax:

Validity: Per Contract
Estimated Delivery: 90 Days
From receipt of PO, Deposit & Technical Information
Payment Terms:
Warranty: 3 Years on Nucomm Mfg Products
Vendor items are covered by the warranty of the respective manufactuer
Ship Via: FedEx Express Saver
Shipping Terms: FOB Hackettstown, NJ

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
1			**Public Safety Helicopter Down Link System for the Houston Police Department Air Bourne Division RFP S33-T22925**			
2			**Ground-based assets:**			
3			**Chase Tower, 600 Travis Street**			
4	3	23DR-HD-BC-01-QI-B	Newscaster HD Portable Diversity Receiver Quad Input, Maximal Ratio Combining 2/7 Frequency Bands with external BDC Decryption AES Block Cypher, supporting key size of 128 and 256bit (FIPS PUB 197)	$55,200.00	$46,920.00	$140,760.00
5	3	PD-2040	4-Way SPLITTER RoHS Compliant 4-way power divider/combiner with Type N fittings .7-2.7 GHz	$195.00	$195.00	$585.00
6	1	USCAN2-DR-27CA10	2/7 GHz Ultrascan digital ready with 103400-2 CH-10 BAS Relocation Filter & 2Ghz 24/14db LNA W continuous rotation & Radome	$25,727.00	$23,154.30	$23,154.30
7	1	102033-100	Control Cable for Rotating Antennas. Control Cable, Connectors and Test, 100 Ft..	$1,329.33	$1,329.33	$1,329.33
8	3	SEC27V-120-RXBA10	Flat Panel SectorScan, 120 degree, 13dbi, Vert. pol., 2/7Ghz, Solid state digital ready @ 2&7Ghz,With new 2Ghz 103400-2 CH-10 BAS Relocation Filter W/ 2/2.5Ghz 24/14db LNA, linear 7/2ghz LNB, DDRO,	$8,000.00	$7,200.00	$21,600.00
9	1	101540-1QP	Selector Box for 4X1 Flat Plate Sectorscan Antennas Quad Polarization No LNA No filter {any frequency}	$3,600.00	$3,240.00	$3,240.00
10	1	101360-100	Control Cable between Antenna Select Box & Local Control Unit {12p-26p}, 100 Ft.	$1,794.00	$1,794.00	$1,794.00
11	1	102023-06	Control cable between antenna select box & antenna for Quad pol systems (12p-12p) - 6 feet	$377.00	$377.00	$377.00
12	1	102023-06	Control cable between antenna select box & antenna for Quad pol systems (12p-12p) - 6 feet	$377.00	$377.00	$377.00
13	1	102023-06	Control cable between antenna select box & antenna for Quad pol systems (12p-12p) - 6 feet	$377.00	$377.00	$377.00
14	1	S750	Remote Site/Local Controller, 2RU. Front Switch Panel for Local Operation with 160 Character Display, 8(10 bit) Analog Input Channels. Includes RS232/422, TCP/IP, Dial-Up Communications Mediums. Requires PTI Board. Includes TouchStar Lite Software.	$9,950.00	$9,651.50	$9,651.50
15	1	PTI-201	Antenna Pan/Tilt Interface board. Customer to specify antenna manufacturer and model number. Includes Aux. Includes 10 Presets	$2,395.00	$2,323.15	$2,323.15
16	3	CP-REC-NUC-02	Nucomm Diversity Receiver/Decoder ConTroll-PAC	$3,000.00	$2,910.00	$8,730.00

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
17	3	CP-SPM-NUC-01	Spectrum Viewer ConTroll-PAC, Nucomm	$1,500.00	$1,455.00	$4,365.00
18	1	NAV-201	ConTroll-PAC, NAVTRACK Kit. Provides receive site antenna system with an automatic airborne tracking capability. Uses existing audio path through microwave subcarrier or alternate comm. link. Master and slave software. One NavTrack kit per channel.	$2,340.00	$2,269.80	$2,269.80
19	1	X350	Expansion Remote Site/Local Controller, 1.75 inch (1U) Rack Mount, Interfaces with Existing X350 Controller, Requires PTI Board, Requires X350 Controller.	$1,868.00	$1,811.96	$1,811.96
20	1	QUAD-201	Quad Horn or Sector Antenna ConTroll-PAC. Customer to specify antenna manufacturer and model number Includes Interface Board Includes Aux Includes 10 Presets	$2,395.00	$2,323.15	$2,323.15
21	1	API-PSS-07	Antenna passive surge suppresser box with (10 ft.) cable. ProScan, MicroScan, Ellipse, UltraScan for slave controller with antenna system only.	$1,275.00	$1,236.75	$1,236.75
22	1	API-PSS-17	Antenna Passive Surge Suppresser Box with (10 Ft.) Cable for SectorScan or Quad Horn System. To Be Used for Slave Controller with Antenna System Only.	$1,075.00	$1,042.75	$1,042.75
23	1	SYS-INT-TROLL	Full Central Receive Control System Integration and Test	$5,000.00	$4,850.00	$4,850.00
24	1	APC-UPS-01	APC Smart-UPS 1500VA 120V rackmount, run time 11.9min at full load, Ethernet 10/100 connection, 8 power outputs	$1,600.00	$1,440.00	$1,440.00
25	3	ASI-IP Bridge	Receive ASI and stream it to IP-UDP Receive IP-UDP packets and convert them to ASI ASI-ASI Stand alone AES Encryption/decryption (license required)	$5,500.00	$4,950.00	$14,850.00
26	3	AES-KEY-RX	Decryption AES Block Cypher, supporting key size of 128 and 256 bit (FIPS PUB 197)	$1,500.00	$1,500.00	$4,500.00
27	1	RFC-INT-01	Installation and Integration: 48 hours of labor, 2 technician crew.	$11,600.00	$11,600.00	$11,600.00
28	1	CC-LABOR	Chase Tower Antenna installation (Crystal Communication)	$3,600.00	$3,600.00	$3,600.00
29	1	IF-LABOR	IronForge Labor	$3,500.00	$3,500.00	$3,500.00
30			**Houston Emergency Center, 5320 N. Shepherd Drive**			
31	3	23DR-HD-BC-01-QI-B	Newscaster HD Portable Diversity Receiver Quad Input, Maximal Ratio Combining 2/7 Frequency Bands with external BDC Decryption AES Block Cypher, supporting key size of 128 and 256bit (FIPS PUB 197)	$55,200.00	$46,920.00	$140,760.00
32	3	PD-2040	4-Way SPLITTER RoHS Compliant 4-way power divider/combiner with Type N fittings .7-2.7 GHz	$195.00	$195.00	$585.00
33	1	USCAN2-DR-27CA10	2/7 GHz Ultrascan digital ready with 103400-2 CH-10 BAS Relocation Filter & 2Ghz 24/14db LNA W continuous rotation & Radome	$25,727.00	$23,154.30	$23,154.30
34	1	102033-350	Control Cable for Rotating Antennas. Control Cable, Connectors and Test, 350 Ft..	$2,962.67	$2,962.67	$2,962.67
35	3	SEC27V-120-RXBA10	Flat Panel SectorScan, 120 deg. 13dbi, Vert. pol., 2/7Ghz, Solid state digital ready @ 2&7Ghz,With new 2Ghz 103400-2 CH-10 BAS Relocation Filter W/ 2/2.5Ghz 24/14db LNA, linear 7/2ghz LNB, DDRO,	$8,000.00	$7,200.00	$21,600.00
36	1	101540-1QP	Selector Box for 4X1 Flat Plate Sectorscan Antennas Quad Polarization No LNA No filter {any frequency}	$3,600.00	$3,240.00	$3,240.00
37	1	101360-350	Control Cable between Antenna Select Box & Local Control Unit {12p-26p}, 350 Ft.	$1,872.00	$1,872.00	$1,872.00
38	1	102023-06	Control cable between antenna select box & antenna for Quad pol systems (12p-12p) - 6 feet	$377.00	$377.00	$377.00
39	1	102023-06		$377.00	$377.00	$377.00

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
			Control cable between antenna select box & antenna for Quad pol systems (12p-12p) - 6 feet			
40	1	102023-06	Control cable between antenna select box & antenna for Quad pol systems (12p-12p) - 6 feet	$377.00	$377.00	$377.00
41	1	S750	Remote Site/Local Controller, 2RU. Front Switch Panel for Local Operation with 160 Character Display, 8(10 bit) Analog Input Channels. Includes RS232/422, TCP/IP, Dial-Up Communications Mediums. Requires PTI Board. Includes TouchStar Lite Software.	$9,950.00	$9,651.50	$9,651.50
42	1	PTI-201	Antenna Pan/Tilt Interface board. Customer to specify antenna manufacturer and model number. Includes Aux. Includes 10 Presets	$2,395.00	$2,323.15	$2,323.15
43	3	CP-REC-NUC-02	Nucomm Diversity Receiver/Decoder ConTroll-PAC	$3,000.00	$2,910.00	$8,730.00
44	3	CP-SPM-NUC-01	Spectrum Viewer ConTroll-PAC, Nucomm	$1,500.00	$1,455.00	$4,365.00
45	1	NAV-201	ConTroll-PAC, NAVTRACK Kit. Provides receive site antenna system with an automatic airborne tracking capability. Uses existing audio path through microwave subcarrier or alternate comm. link. Master and slave software. One NavTrack kit per channel.	$2,340.00	$2,269.80	$2,269.80
46	1	X350	Expansion Remote Site/Local Controller, 1.75 inch (1U) Rack Mount, Interfaces with Existing X350 Controller. Requires PTI Board, Requires X350 Controller.	$1,868.00	$1,811.96	$1,811.96
47	1	QUAD-201	Quad Horn or Sector Antenna ConTroll-PAC. Customer to specify antenna manufacturer and model number Includes Interface Board Includes Aux Includes 10 Presets	$2,395.00	$2,323.15	$2,323.15
48	1	API-PSS-07	Antenna passive surge suppresser box with (10 ft.) cable. ProScan, MicroScan, Ellipse, UltraScan for slave controller with antenna system only.	$1,275.00	$1,236.75	$1,236.75
49	1	API-PSS-17	Antenna Passive Surge Suppresser Box with (10 Ft.) Cable for SectorScan or Quad Horn System. To Be Used for Slave Controller with Antenna System Only.	$1,075.00	$1,042.75	$1,042.75
50	1	SYS-INT-TROLL	Full Central Receive Control System Integration and Test	$5,000.00	$4,850.00	$4,850.00
51	1	APC-UPS-01	APC Smart-UPS 1500VA 120V rackmount, run time 11.9min at full load, Ethernet 10/100 connection, 8 power outputs	$1,600.00	$1,440.00	$1,440.00
52	3	ASI-IP Bridge	Receive ASI and stream it to IP-UDP Receive IP-UDP packets and convert them to ASI ASI-ASI Stand alone AES Encryption/decryption (license required)	$5,500.00	$4,950.00	$14,850.00
53	3	AES-KEY-RX	Decryption AES Block Cypher, supporting key size of 128 and 256 bit (FIPS PUB 197)	$1,500.00	$1,500.00	$4,500.00
54	1	RFC-INT-01	Installation and Integration: 48 hours of labor, 2 technician crew.	$11,600.00	$11,600.00	$11,600.00
55	1	CC-LABOR	Houston Emergency Center Antenna installation	$5,800.00	$5,800.00	$5,800.00
56	1	IF-LABOR	IronForge Labor	$3,500.00	$3,500.00	$3,500.00
57			**Houston Transtar, 6922 Old Katy Road**			
58	3	23DR-HD-BC-01-QI-B	Newscaster HD Portable Diversity Receiver Quad Input, Maximal Ratio Combining 2/7 Frequency Bands with external BDC Decryption AES Block Cypher, supporting key size of 128 and 256bit (FIPS PUB 197)	$55,200.00	$46,920.00	$140,760.00
59	3	PD-2040	4-Way SPLITTER RoHS Compliant 4-way power divider/combiner with Type N fittings .7-2.7 GHz	$195.00	$195.00	$585.00
60	1	USCAN2-DR-27CA10	2/7 GHz Ultrascan digital ready with 103400-2 CH-10 BAS Relocation Filter & 2Ghz 24/14db LNA W continuous rotation & Radome	$25,727.00	$23,154.30	$23,154.30
61	1	102033-100	Control Cable for Rotating Antennas. Control Cable, Connectors and Test, 100 Ft..	$1,329.33	$1,329.33	$1,329.33

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
62	3	SEC27V-120-RXBA10	Flat Panel SectorScan,120deg. 13dbi, Vert. pol., 2/7Ghz, Solid state digital ready @ 2&7Ghz,With new 2Ghz 103400-2 CH-10 BAS Relocation Fliter W/ 2/2.5Ghz 24/14db LNA, linear 7/2ghz LNB, DDRO,	$8,000.00	$7,200.00	$21,600.00
63	1	101540-1QP	Selector Box for 4X1 Flat Plate Sectorscan Antennas Quad Polarization No LNA No filter (any frequency)	$3,600.00	$3,240.00	$3,240.00
64	1	101360-100	Control Cable between Antenna Select Box & Local Control Unit (12p-26p), 100 Ft.	$1,794.00	$1,794.00	$1,794.00
65	1	102023-06	Control cable between antenna select box & antenna for Quad pol systems (12p-12p) - 6 feet	$377.00	$377.00	$377.00
66	1	102023-06	Control cable between antenna select box & antenna for Quad pol systems (12p-12p) - 6 feet	$377.00	$377.00	$377.00
67	1	102023-06	Control cable between antenna select box & antenna for Quad pol systems (12p-12p) - 6 feet	$377.00	$377.00	$377.00
68	1	S750	Remote Site/Local Controller, 2RU. Front Switch Panel for Local Operation with 160 Character Display, 8(10 bit) Analog Input Channels. Includes RS232/422, TCP/IP, Dial-Up Communications Mediums. Requires PTI Board. Includes TouchStar Lite Software.	$9,950.00	$9,651.50	$9,651.50
69	1	PTI-201	Antenna Pan/Tilt Interface board. Customer to specify antenna manufacturer and model number. Includes Aux. Includes 10 Presets	$2,395.00	$2,323.15	$2,323.15
70	3	CP-REC-NUC-02	Nucomm Diversity Receiver/Decoder ConTroll-PAC	$3,000.00	$2,910.00	$8,730.00
71	3	CP-SPM-NUC-01	Spectrum Viewer ConTroll-PAC, Nucomm	$1,500.00	$1,455.00	$4,365.00
72	1	NAV-201	ConTroll-PAC, NAVTRACK Kit. Provides receive site antenna system with an automatic airborne tracking capability. Uses existing audio path through microwave subcarrier or alternate comm. link. Master and slave software. One NavTrack kit per channel.	$2,340.00	$2,269.80	$2,269.80
73	1	X350	Expansion Remote Site/Local Controller, 1.75 inch (1U) Rack Mount, Interfaces with Existing X350 Controller, Requires PTI Board, Requires X350 Controller.	$1,868.00	$1,811.96	$1,811.96
74	1	QUAD-201	Quad Horn or Sector Antenna ConTroll-PAC. Customer to specify antenna manufacturer and model number Includes Interface Board Includes Aux Includes 10 Presets	$2,395.00	$2,323.15	$2,323.15
75	1	API-PSS-07	Antenna passive surge suppresser box with (10 ft.) cable. ProScan, MicroScan, Ellipse, UltraScan for slave controller with antenna system only.	$1,275.00	$1,236.75	$1,236.75
76	1	API-PSS-17	Antenna Passive Surge Suppresser Box with (10 Ft.) Cable for SectorScan or Quad Horn System. To Be Used for Slave Controller with Antenna System Only.	$1,075.00	$1,042.75	$1,042.75
77	1	SYS-INT-TROLL	Full Central Receive Control System Integration and Test	$5,000.00	$4,850.00	$4,850.00
78	1	APC-UPS-01	APC Smart-UPS 1500VA 120V rackmount, run time 11.9min at full load, Ethernet 10/100 connection, 8 power outputs	$1,600.00	$1,440.00	$1,440.00
79	3	ASI-IP Bridge	Receive ASI and stream it to IP-UDP Receive IP-UDP packets and convert them to ASI ASI-ASI Stand alone AES Encryption/decryption (license required)	$5,500.00	$4,950.00	$14,850.00
80	3	AES-KEY-RX	Decryption AES Block Cypher, supporting key size of 128 and 256 bit (FIPS PUB 197)	$1,500.00	$1,500.00	$4,500.00
81	1	RFC-INT-01	Installation and Integration: 48 hours of labor, 2 technician crew.	$11,600.00	$11,600.00	$11,600.00
82	1	CC-LABOR	Houston Emergency Center Antenna installation	$5,800.00	$5,800.00	$5,800.00
83	1	IF-LABOR	IronForge Labor	$3,500.00	$3,500.00	$3,500.00
84			**Police Administration Building, 1200 Travis**			

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
85	1	TNS-3000	TouchStar Network Server. Standalone Communications Server for Multi Master or Networked Master Systems. Includes S350 Chassis and TouchStar Network Server Software. Supports TCP/IP, 2/4 Wire Leased Line, Dial-Up UMC-5 Cards NOT Included.	$8,420.00	$8,420.00	$8,420.00
86			**One TNS-3000 is required for every eight workstations and MC-17 control terminals. Addional TNS-3000's are available at the same unit price.**			
87	4	TSS-PRO-01	TouchStar-PRO Software Package Requires Windows 2000/XP platform TouchStar-PRO Software for one Master Controller License fee covers one workstation. Additional licenses available at the same cost.	$3,500.00	$3,500.00	$14,000.00
88	1	APC-UPS-01	APC Smart-UPS 1500VA 120V rackmount, run time 11.9min at full load, Ethernet 10/100 connection, 8 power outputs	$1,600.00	$1,440.00	$1,440.00
89			**HPD Hangar, 8402 Larson**			
90	3	23DR-HD-BC-01-QI-B	Newscaster HD Portable Diversity Receiver Quad Input, Maximal Ratio Combining 2/7 Frequency Bands with external BDC Decryption AES Block Cypher, supporting key size of 128 and 256bit (FIPS PUB 197)	$55,200.00	$46,920.00	$140,760.00
91	3	PD-2040	4-Way SPLITTER RoHS Compliant 4-way power divider/combiner with Type N fittings .7-2.7 GHz	$195.00	$195.00	$585.00
92	1	USCAN2-DR-27CA10	2/7 GHz Ultrascan digital ready with 103400-2 CH-10 BAS Relocation Filter & 2Ghz 24/14db LNA W continuous rotation & Radome	$25,727.00	$23,154.30	$23,154.30
93	1	102033-100	Control Cable for Rotating Antennas. Control Cable, Connectors and Test, 100 Ft..	$1,329.33	$1,329.33	$1,329.33
94	3	SEC27V-120-RXBA10	Flat Panel SectorScan,120deg. 13dbi, Vert. pol., 2/7Ghz, Solid state digital ready @ 2&7Ghz,With new 2Ghz 103400-2 CH-10 BAS Relocation Filter W/ 2/2.5Ghz 24/14db LNA, linear 7/2ghz LNB, DDRO,	$8,000.00	$7,200.00	$21,600.00
95	1	101540-1QP	Selector Box for 4X1 Flat Plate Sectorscan Antennas Quad Polarization No LNA No filter {any frequency}	$3,600.00	$3,240.00	$3,240.00
96	1	101360-100	Control Cable between Antenna Select Box & Local Control Unit {12p-26p}, 100 Ft.	$1,794.00	$1,794.00	$1,794.00
97	1	102023-06	Control cable between antenna select box & antenna for Quad pol systems (12p-12p) - 6 feet	$377.00	$377.00	$377.00
98	1	102023-06	Control cable between antenna select box & antenna for Quad pol systems (12p-12p) - 6 feet	$377.00	$377.00	$377.00
99	1	102023-06	Control cable between antenna select box & antenna for Quad pol systems (12p-12p) - 6 feet	$377.00	$377.00	$377.00
100	1	S750	Remote Site/Local Controller, 2RU. Front Switch Panel for Local Operation with 160 Character Display, 8(10 bit) Analog Input Channels. Includes RS232/422, TCP/IP, Dial-Up Communications Mediums. Requires PTI Board. Includes TouchStar Lite Software.	$9,950.00	$9,651.50	$9,651.50
101	1	PTI-201	Antenna Pan/Tilt Interface board. Customer to specify antenna manufacturer and model number. Includes Aux. Includes 10 Presets	$2,395.00	$2,323.15	$2,323.15
102	3	CP-REC-NUC-02	Nucomm Diversity Receiver/Decoder ConTroll-PAC	$3,000.00	$2,910.00	$8,730.00
103	3	CP-SPM-NUC-01	Spectrum Viewer ConTroll-PAC, Nucomm	$1,500.00	$1,455.00	$4,365.00
104	1	NAV-201	ConTroll-PAC, NAVTRACK Kit. Provides receive site antenna system with an automatic airborne tracking capability. Uses existing audio path through microwave subcarrier or alternate comm. link. Master and slave software. One NavTrack kit per channel.	$2,340.00	$2,269.80	$2,269.80

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
105	1	X350	Expansion Remote Site/Local Controller, 1.75 Inch (1U) Rack Mount, Interfaces with Existing X350 Controller, Requires PTI Board, Requires X350 Controller.	$1,868.00	$1,811.96	$1,811.96
106	1	QUAD-201	Quad Horn or Sector Antenna ConTroll-PAC. Customer to specify antenna manufacturer and model number Includes Interface Board Includes Aux Includes 10 Presets	$2,395.00	$2,323.15	$2,323.15
107	1	API-PSS-07	Antenna passive surge suppresser box with (10 ft.) cable. ProScan, MicroScan, Ellipse, UltraScan for slave controller with antenna system only.	$1,275.00	$1,236.75	$1,236.75
108	1	API-PSS-17	Antenna Passive Surge Suppresser Box with (10 Ft.) Cable for SectorScan or Quad Horn System. To Be Used for Slave Controller with Antenna System Only.	$1,075.00	$1,042.75	$1,042.75
109	1	SYS-INT-TROLL	Full Central Receive Control System Integration and Test	$5,000.00	$4,850.00	$4,850.00
110	1	APC-UPS-01	APC Smart-UPS 1500VA 120V rackmount, run time 11.9min at full load, Ethernet 10/100 connection, 8 power outputs	$1,600.00	$1,440.00	$1,440.00
111	3	ASI-IP Bridge	Receive ASI and stream it to IP-UDP Receive IP-UDP packets and convert them to ASI ASI-ASI Stand alone AES Encryption/decryption (license required)	$5,500.00	$4,950.00	$14,850.00
112	3	AES-KEY-RX	Decryption AES Block Cypher, supporting key size of 128 and 256 bit (FIPS PUB 197)	$1,500.00	$1,500.00	$4,500.00
113	1	RFC-INT-01	Installation and Integration: 48 hours of labor, 2 technician crew.	$11,600.00	$11,600.00	$11,600.00
114	1	CC-LABOR	Houston Emergency Center Antenna installation	$5,800.00	$5,800.00	$5,800.00
115	1	IF-LABOR	IronForge Labor	$3,500.00	$3,500.00	$3,500.00
116			**Mobile Command Post 1**			
117	1	23DR2-HD-BC-01-QI-B	Newscaster HD Portable Diversity Receiver Quad Input, Maximal Ratio Combining 2/7 Frequency Bands with external BDC Decryption AES Block Cypher, supporting key size of 128 and 256bit (FIPS PUB 197)	$55,200.00	$46,920.00	$46,920.00
118	4	70DR2-BDC-03A	Blockdown Convertor 6.430-7.125 GHz	$6,075.00	$5,467.50	$21,870.00
119	1	23DR-HD-BC-01-DI	Newscaster HD Portable Diversity Receiver Dual input maximum ratio combining Freq. Bands: 1.4 to 2.7 GHz User programmable channel plan Integrated HD/SD all format decoder Dual pedastal variable band width COFDM demod (optional) IF filtering from 4 to 24Mhz Remote control via ethernet or RS232 Front panel spectrum monitoring of all antenna inputs Link status overlay on video monitor output including spectrum, RSL,TX Status, BER and SNR AC/DC PSU, 90 to 240VAC / 12 to 32VDC	$40,800.00	$34,680.00	$34,680.00
120	1	2CP-Omni-4-Flex	2 GHz Omni Antenna-4.5 dB Gain with flexible base	$1,475.00	$1,475.00	$1,475.00
121	1	100567-132	Uplook Antenna, 90 Deg., 8dBi, Enclosed Weatherproof, Vert., 2 - 2.5GHz, Type "N".	$1,350.00	$1,215.00	$1,215.00
122	1	70CP-Omni-4-Flex	7GHz Omni Antenna-4.5 dB Gain with flexible base. 6.40-7. 125GHz, 35deg. Elevation. CamPac 2 Transmitter.	$1,350.00	$1,080.00	$1,080.00
123	3	RFX-BEAM 6.5GHZ	6.35-6.65GHz Fanbeam Antenna (Includes Tripod Bracket)	$2,130.00	$1,917.00	$5,751.00
124	1	S350	S350 Serial Controller for Digital I/O	$3,950.00	$3,950.00	$3,950.00
125	1	QUAD-201	Quad Horn or Sector Antenna ConTroll-PAC. Customer to specify antenna manufacturer and model	$2,395.00	$2,395.00	$2,395.00

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
			number Includes Interface Board Includes Aux Includes 10 Presets			
126	1	CP-SPM-NUC-01	Spectrum Viewer ConTroll-PAC, Nucomm Software Only	$1,040.00	$1,008.80	$1,008.80
127	1	SYS-INT-TROLL	Full Central Receive Control System Integration and Test	$3,855.00	$3,739.35	$3,739.35
128	1	CP-REC-NUC-02	Nucomm Diversity Receiver/Decoder ConTroll-PAC	$3,000.00	$2,910.00	$2,910.00
129	1	RFC-INT-01	Installation and Integration: 48 hours of labor, 2 technician crew, Per Diem & Lodging, vehicle rental	$13,600.00	$13,600.00	$13,600.00
130	5	ES-001	Engineering Services per day rate On-site Commissioning	$2,700.00	$2,700.00	$13,500.00
131	1	TVL-EXP-1	Travel Expenses, With Airfare 5 night's lodging, and expenses ESTIMATE Actual expenses will be billed at cost	$4,700.00	$4,700.00	$4,700.00
132			**Airborne Assets (MD500)**			
133	13	70CMTX7-E1.5-339-A2BC17	ChannelMaster Portable Transmitter, SD Field upgradable to HD via software key Single Band 6.4-7.1Ghz, 1.5W Digital COFDM/FM Encryption AES Block Cypher, supporting key size of 128 and 256bit (FIPS PUB 197) Universal Power Supply - 11 to 32VDC / 90 to 260VAC	$45,000.00	$38,250.00	$497,250.00
134	13	ARC-CM-TX-RX-CR-01	Access Remote Control Unit Remote Control Unit for ChannelMaster Transmitter and Receiver Multi Band Support RS-232 Connection Active TFT Color LCD One Button Preset Control with DZUS fasteners	$3,500.00	$3,150.00	$40,950.00
135	13	7CP-OMNI-4	7 GHz Omni Antenna-4.5 dB Gain	$1,475.00	$1,180.00	$15,340.00
136	13	SL-NCU-100	Nav Data Control Unit NavTrack Generator	$3,250.00	$3,152.50	$40,982.50
137	13	SL-OPT-NTK-01	NavTrack Optional FSK Modulator or RS-232 Output	$2,500.00	$2,425.00	$31,525.00
138	13	SL-OPT-GPS-01	GPS (16 Channel)	$1,500.00	$1,455.00	$18,915.00
139	13	AVR8140-8	Digital Video Recorder, 8 GB internal memory, three video inputs, one video output, Includes install kit.	$11,872.00	$10,684.80	$138,902.40
140			**Spare HD\SD Transmitter**			
141	1	70CMTX7-E1.5-352-A2BC8	ChannelMaster Portable Transmitter 6.4 to 7.1GHz, 1.5W Digital COFDM/FM HD/SD Encoder,4 ASC Encryption AES Block Cypher, supporting key size of 128 and 256bit (FIPS PUB 197) Universal Power Supply - 11 to 32VDC / 90 to 260VAC	$51,221.00	$40,976.80	$40,976.80
142	1	ARC-CM-TX-RX-CR-01	Access Remote Control Unit Remote Control Unit for ChannelMaster Transmitter and Receiver Multi Band Support RS-232 Connection Active TFT Color LCD One Button Preset Control with DZUS fasteners	$3,500.00	$3,150.00	$3,150.00
143	1	7CP-OMNI-4	7 GHz Omni Antenna-4.5 dB Gain	$1,475.00	$1,180.00	$1,180.00
144			**Aircraft Installation (Aeroservices)**			
145	1	AEROSERVICES-INSTALL	Installation of Video Downlink equipment and its accessories for the following: (13) MD500 Helicopters. Includes Access. CMTX7 Transmitter and 7G Omni antenna Nucomm Engineering to provide Aeroservices with	$132,750.00	$132,750.00	$132,750.00

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
			specifications of all interconnections for optimal microwave performance. - An Engineer will oversee the application and supply COH a Letter of Conformity Installation to include documentation and conformance to MD500 Manufacturer's Standards Site of integration to be designated by End User (City of Houston)			
146			**Handheld receivers:**			
147	8	RFX-PRX-II-6.5	6.5 GHz Portable Digital Handheld Receiver with Monitor	$4,500.00	$3,825.00	$30,600.00
148	5	RFX-MDR-65	6.5ghz Miniature Digital Receiver to connect to PC via USB, software included, COFDM DVB-T demodulation, QPSK, antenna included, can be removed from SMA connector on side.	$2,700.00	$2,295.00	$11,475.00
149	5	RFX-MDR-ANT6.5	6.5ghz Antenna to be installed on roof/trunk of a vehicle, low profile, light-weight microstrip patch antenna ideal for sector directional applications. Gain is 7db.	$995.00	$845.75	$4,228.75
150			**Site surveys, engineering services, and project management expenses and fees**			
151	1	RFC-INT-03	60 hours of labor, 2 person	$14,300.00	$14,300.00	$14,300.00
152	5	ES-001	Engineering Services per day rate On-site Commissioning	$2,700.00	$2,700.00	$13,500.00
153			**System Commissioning**			
154	1	SYS-INT-HPD	HPD Commissioning of System System Training - Includes On Site Technical Training and Materials - DVD Outlining System Training	$7,000.00	$7,000.00	$7,000.00
155			**Travel Expenses**			
156	1	TVL-EXP-HPD	Travel Expenses/Lodging/Meals and Car Rental	$28,200.00	$28,200.00	$28,200.00
157			**Estimated Shipping and Handling Fees**			
158	1	S & P-3	Shipping and Processing Fee	$4,500.00	$4,500.00	$4,500.00
				SubTotal		$2,353,441.70
				NetTotal		**$2,353,441.70**

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT. MINIMUM 30% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Customer Acceptance

Name (Print) _____ Signature _____ Date _____

Purchase Order Number: _____ Date _____

Nucomm, Inc.
Sean Drew
101 Bilby Road - Hackettstown, NJ 07840 -
908-852-3700 x3008 Fax: 908-813-0399 sdrew@nucomm.com

QUOTE

Date	Quote #
12/03/08	HPD-B-081015-SD-03

Contact: City of Houston
Julia Stroup
5320 N. Shepherd
Houston, TX 77091
Phone: (713)385-0653
Fax:

Validity: Per Contract
Estimated Delivery: 60 Days
From receipt of PO, Deposit & Technical Information
Payment Terms:
Warranty: 3 Years on Nucomm Mfg Products
Vendor items are covered by the warranty of the respective manufactuer
Ship Via: FedEx Express Saver
Shipping Terms: Hackettstown, NJ

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
1			**HPD Standard Central Rx Bundle**			
2	3	23DR-HD-BC-01-QI-B	Newscaster HD Portable Diversity Receiver Quad Input, Maximal Ratio Combining 2/7 Frequency Bands with external BDC Decryption AES Block Cypher, supporting key size of 128 and 256bit (FIPS PUB 197)	$55,200.00	$46,920.00	$140,760.00
3	3	PD-2040	4-Way SPLITTER RoHS Compliant 4-way power divider/combiner with Type N fittings .7-2.7 GHz	$195.00	$195.00	$585.00
4	1	USCAN2-DR-27CA10	2/7 GHz Ultrascan digital ready with 103400-2 CH-10 BAS Relocation Filter & 2Ghz 24/14db LNA W continuous rotation & Radome	$25,727.00	$23,154.30	$23,154.30
5	1	102033-100	Control Cable for Rotating Antennas. Control Cable, Connectors and Test, 100 Ft..	$1,329.33	$1,329.33	$1,329.33
6	3	SEC27V-120-RXBA10	Flat Panel SectorScan, 13dbi, Vert. pol., 2/7Ghz, Solid state digital ready @ 2&7Ghz,With new 2Ghz 103400-2 CH-10 BAS Relocation Filter W/ 2/2.5Ghz 24/14db LNA, linear 7/2ghz LNB, DDRO,	$8,000.00	$7,200.00	$21,600.00
7	1	101540-1QP	Selector Box for 4X1 Flat Plate Sectorscan Antennas Quad Polarization No LNA No filter {any frequency}	$3,600.00	$3,240.00	$3,240.00
8	1	101360-100	Control Cable between Antenna Select Box & Local Control Unit {12p-26p}, 100 Ft.	$1,794.00	$1,794.00	$1,794.00
9	1	102023-06	Control cable between antenna select box & antenna for Quad pol systems (12p-12p) - 6 feet	$377.00	$377.00	$377.00
10	1	102023-06	Control cable between antenna select box & antenna for Quad pol systems (12p-12p) - 6 feet	$377.00	$377.00	$377.00
11	1	102023-06	Control cable between antenna select box & antenna for Quad pol systems (12p-12p) - 6 feet	$377.00	$377.00	$377.00
12	1	S750	Remote Site/Local Controller, 2RU. Front Switch Panel for Local Operation with 160 Character Display, 8(10 bit) Analog Input Channels. Includes RS232/422, TCP/IP, Dial-Up Communications Mediums. Requires PTI Board. Includes TouchStar Lite Software.	$9,950.00	$9,651.50	$9,651.50
13	1	PTI-201	Antenna Pan/Tilt Interface board. Customer to specify antenna manufacturer and model number. Includes Aux. Includes 10 Presets	$2,395.00	$2,323.15	$2,323.15
14	1	CP-REC-NUC-02	Nucomm Diversity Receiver/Decoder ConTroll-PAC	$3,000.00	$2,910.00	$2,910.00
15	1	CP-SPM-NUC-01	Spectrum Viewer ConTroll-PAC, Nucomm	$1,500.00	$1,455.00	$1,455.00
16	1	NAV-201	ConTroll-PAC, NAVTRACK Kit. Provides receive site antenna system with an automatic airborne tracking capability. Uses existing audio path through microwave subcarrier or alternate comm. link. Master and slave software. One NavTrack kit per channel.	$2,340.00	$2,269.80	$2,269.80

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
17	1	X350	Expansion Remote Site/Local Controller, 1.75 inch (1U) Rack Mount, Interfaces with Existing X350 Controller, Requires PTI Board, Requires X350 Controller.	$1,868.00	$1,811.96	$1,811.96
18	1	QUAD-201	Quad Horn or Sector Antenna ConTroll-PAC. Customer to specify antenna manufacturer and model number Includes Interface Board Includes Aux Includes 10 Presets	$2,395.00	$2,323.15	$2,323.15
19	1	API-PSS-07	Antenna passive surge suppresser box with (10 ft.) cable. ProScan, MicroScan, Ellipse, UltraScan for slave controller with antenna system only.	$1,275.00	$1,236.75	$1,236.75
20	1	API-PSS-17	Antenna Passive Surge Suppresser Box with (10 Ft.) Cable for SectorScan or Quad Horn System. To Be Used for Slave Controller with Antenna System Only.	$1,075.00	$1,042.75	$1,042.75
21	1	SYS-INT-TROLL	Full Central Receive Control System Integration and Test	$3,855.00	$3,739.35	$3,739.35
22	1	APC-UPS-01	APC Smart-UPS 1500VA 120V rackmount, run time 11.9min at full load, Ethernet 10/100 connection, 8 power outputs	$1,600.00	$1,440.00	$1,440.00
23	3	ASI-IP Bridge	Receive ASI and stream it to IP-UDP Receive IP-UDP packets and convert them to ASI ASI-ASI Stand alone AES Encryption/decryption (license required)	$5,500.00	$4,950.00	$14,850.00
24	3	AES-KEY-RX	Decryption AES Block Cypher, supporting key size of 128 and 256 bit (FIPS PUB 197)	$1,500.00	$1,500.00	$4,500.00
25	1	RFC-INT-01	Installation and Integration: 48 hours of labor, 2 technician crew, Per Diem & Lodging, vehicle rental	$13,600.00	$13,600.00	$13,600.00
26	1	CC-LABOR	Chase Tower Antenna installation (Crystal Communication)	$3,600.00	$3,600.00	$3,600.00
					SubTotal	$260,347.04
					NetTotal	**$260,347.04**

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT. MINIMUM 30% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Customer Acceptance

Name (Print) _____ Signature _____ Date _____

Purchase Order Number: _____ Date _____

Nucomm, Inc.
Sean Drew
101 Bilby Road - Hackettstown, NJ 07840 -
908-852-3700 x3008 Fax: 908-813-0399 sdrew@nucomm.com

QUOTE

Date	Quote #
12/03/08	HPD-B-081022-SD-02

Contact: City of Houston
Julia Stroup
5320 N. Shepherd
Houston, TX 77091
Phone: (713)385-0653
Fax:

Validity: Per Contract
Estimated Delivery: 60 Days
From receipt of PO, Deposit & Technical Information
Payment Terms:
Warranty: 3 Years on Nucomm Mfg Products
Vendor items are covered by the warranty of the respective manufactuer
Ship Via: FedEx Express Saver
Shipping Terms: Hackettstown, NJ

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
1			**HPD Pod Antenna Bundle for Cessna 206**			
2	1	70CMTX7-E1.5-339-A2BC17	ChannelMaster Portable Transmitter, SD Field upgradable to HD via software key Single Band 6.4-7.1Ghz, 1.5W Digital COFDM/FM Encryption AES Block Cypher, supporting key size of 128 and 256bit (FIPS PUB 197) Universal Power Supply - 11 to 32VDC / 90 to 260VAC	$45,000.00	$38,250.00	$38,250.00
3	1	SL-C90-01	SkyLink Control, C90 High performance, avionics grade control system with moving map and optional control of complete airborne ENG, ALE or EMT system Controls up to four radios, Rx/Tx Interfaces with existing VGA monitor to display microwave control and map	$5,000.00	$4,850.00	$4,850.00
4	1	SL-C10-01	SkyLink Control, C10 1 dzus-mounted control head for C90 Provides control of microwave system Maximum installation distance from C90 is 15' - longer installtion cables will require extender, SL-C10-EXT-01	$1,000.00	$970.00	$970.00
5	1	SL-OPT-USB-01	SkyLink USB Cable Extender Extends the installation distance between SkyLink USB devices Base and remote units	$695.00	$674.15	$674.15
6	1	SL-C10-NVG-01	NVG Compatibility Option for C10 Controller Modifies C10 controller to make it compatible for use while wearing Night Vision Goggles	$750.00	$727.50	$727.50
7	1	SL-OPT-ANT-01	Steerable Antenna Control (Pod) Includes simple moving map of local sites	$2,500.00	$2,425.00	$2,425.00
8	1	SL-OPT-IMU-04	Digital IMU (Gyro - Compass) SBS	$8,000.00	$7,760.00	$7,760.00
9	1	SL-OPT-NTK-01	NavTrack Optional FSK Modulator or RS-232 Output	$2,500.00	$2,425.00	$2,425.00
10	1	SL-OPT-GPS-01	GPS (16 Channel)	$1,500.00	$1,455.00	$1,455.00
11	1	SL-OPT-NUC-TX-01	Nucomm ChannelMaster Tx Control Provides both radio control and data power	$750.00	$727.50	$727.50
12	1	SLHD-6G-Y	SkyLink HD 6.5 GHz Pod High performance two-axis steered antenna system for high definition and other demanding transmission requirements Narrow vertical beam Az + El steering Dual Yagi Aircraft mounting bracket not included	$27,500.00	$26,675.00	$26,675.00
13	1	SL-ANT-2G-HG-01	Tx Internal Omni High Gain with Switch2 dBi 6.5 GHz	$3,900.00	$3,783.00	$3,783.00
14	1	SL-CPL-101	10 dB Coupler Switch Box Switch between High-gain directional and Omni/downlook or both simultaneously (90/10) Dedicated 90% to high gain and 10% to omni	$7,500.00	$7,275.00	$7,275.00
15	1	AVR8140-8	Digital Video Recorder, 8 GB internal memory, three video inputs, one video output, Includes install kit.	$11,872.00	$10,684.80	$10,684.80

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
16	1	SL-ICA-C90-01	Installation Cable Assembly, SkyLink C-90 C-10 Interface Power and Compass Interface Specify length up to 15 feet	$695.00	$674.15	$674.15
17	1	SL-ICA-IMU-04	Installation Cable Assembly, Digital IMU for C-100 Replacement for SL-ICA-IMU-04 Main Control Cables Specify length up to 25 feet	$850.00	$824.50	$824.50
18	1	SL-ICA-NUC-TX-01	Installation Cable Assembly, Tx Only, Nucomm ChannelMaster ChannelMaster Control CableSpecify length up to 25 feet	$195.00	$189.15	$189.15
19	1	SL-ICA-POD-01	Installation Cable Assembly, C100 to Pod Main control cable Specify length up to 25 feet	$195.00	$189.15	$189.15
20	1	AEROSERVICES-INSTALL-01	Installation of Video Downlink equipment and its accessories for the following: Cessna 206 Installation to include documentation and conformance to Cessna 206 Manufacturer's Standards Complete installation of microwave system using a pod antenna on a Cessna 206 Including all required FAA certification for an STC with installation Nucomm Engineering to provide Aeroservices with specifications of all interconnections for optimal microwave performance. - An Engineer will oversee the application and supply COH a Letter of Conformity Site of integration to be designated by End User (City of Houston)	$87,500.00	$87,500.00	$87,500.00

SubTotal	$198,058.90
NetTotal	**$198,058.90**

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT. MINIMUM 30% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Customer Acceptance

Name (Print) _____ Signature _____ Date _____

Purchase Order Number: _____ Date _____

Nucomm, Inc.
Sean Drew
101 Bilby Road - Hackettstown, NJ 07840 -
908-852-3700 x3008 Fax: 908-813-0399 sdrew@nucomm.com

QUOTE

Date	Quote #
12/03/08	HPD-B-081023-SD-02

Contact: City of Houston
Julia Stroup
5320 N. Shepherd
Houston, TX 77091
Phone: (713)385-0653
Fax:

Validity: Per Contract
Estimated Delivery: 60 Days
From receipt of PO, Deposit & Technical Information
Payment Terms:
Warranty: 3 Years on Nucomm Mfg Products
Vendor items are covered by the warranty of the respective manufactuer
Ship Via: FedEx Express Saver
Shipping Terms: Hackettstown, NJ

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
1			**HPD Pod Antenna Bundle for EC145/MD902**			
2	1	70CMTX7-E1.5-339-A2BC17	ChannelMaster Portable Transmitter, SD Field upgradable to HD via software key Single Band 6.4-7.1Ghz, 1.5W Digital COFDM/FM Encryption AES Block Cypher, supporting key size of 128 and 256bit (FIPS PUB 197) Universal Power Supply - 11 to 32VDC / 90 to 260VAC	$45,000.00	$38,250.00	$38,250.00
3	1	SL-C90-01	SkyLink Control, C90 High performance, avionics grade control system with moving map and optional control of complete airborne ENG, ALE or EMT system Controls up to four radios, Rx/Tx Interfaces with existing VGA monitor to display microwave control and map	$5,000.00	$4,850.00	$4,850.00
4	1	SL-C10-01	SkyLink Control, C10 1 dzus-mounted control head for C90 Provides control of microwave system Maximum installation distance from C90 is 15' - longer installtion cables will require extender, SL-C10-EXT-01	$1,000.00	$970.00	$970.00
5	1	SL-OPT-USB-01	SkyLink USB Cable Extender Extends the installation distance between SkyLink USB devices Base and remote units	$695.00	$674.15	$674.15
6	1	SL-C10-NVG-01	NVG Compatibility Option for C10 Controller Modifies C10 controller to make it compatible for use while wearing Night Vision Goggles	$750.00	$727.50	$727.50
7	1	SL-OPT-ANT-01	Steerable Antenna Control (Pod) Includes simple moving map of local sites	$2,500.00	$2,425.00	$2,425.00
8	1	SL-OPT-IMU-04	Digital IMU (Gyro - Compass) SBS	$8,000.00	$7,760.00	$7,760.00
9	1	SL-OPT-NTK-01	NavTrack Optional FSK Modulator or RS-232 Output	$2,500.00	$2,425.00	$2,425.00
10	1	SL-OPT-GPS-01	GPS (16 Channel)	$1,500.00	$1,455.00	$1,455.00
11	1	SL-OPT-NUC-TX-01	Nucomm ChannelMaster Tx Control Provides both radio control and data power	$750.00	$727.50	$727.50
12	1	SLHD-6G-Y	SkyLink HD 6.5 GHz Pod High performance two-axis steered antenna system for high definition and other demanding transmission requirements Narrow vertical beam Az + El steering Dual Yagi Aircraft mounting bracket not included	$27,500.00	$26,675.00	$26,675.00
13	1	SL-ANT-2G-HG-01	Tx Internal Omni High Gain with Switch2 dBi 6.5 GHz	$3,900.00	$3,783.00	$3,783.00
14	1	SL-CPL-101	10 dB Coupler Switch Box Switch between High-gain directional and Omni/downlook or both simultaneously (90/10) Dedicated 90% to high gain and 10% to omni	$7,500.00	$7,275.00	$7,275.00
15	1	AVR8140-8	Digital Video Recorder, 8 GB Internal memory, three video inputs, one video output, Includes install kit.	$11,872.00	$10,684.80	$10,684.80

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
16	1	SL-ICA-C90-01	Installation Cable Assembly, SkyLink C-90 C-10 Interface Power and Compass Interface Specify length up to 15 feet	$695.00	$674.15	$674.15
17	1	SL-ICA-IMU-04	Installation Cable Assembly, Digital IMU for C-100 Replacement for SL-ICA-IMU-04 Main Control Cables Specify length up to 25 feet	$850.00	$824.50	$824.50
18	1	SL-ICA-NUC-TX-01	Installation Cable Assembly, Tx Only, Nucomm ChannelMaster ChannelMaster Control CableSpecify length up to 25 feet	$195.00	$189.15	$189.15
19	1	SL-ICA-POD-01	Installation Cable Assembly, C100 to Pod Main control cable Specify length up to 25 feet	$195.00	$189.15	$189.15
20	1	AEROSERVICES-INSTALL-03	Installation of Video Downlink equipment and its accessories for the following: MD902 or EC145 Installation to include documentation and conformance to MD902/EC145 Manufacturer's Standards Complete installation of microwave system using a pod antenna on MD902/EC145 Nucomm Engineering to provide Aeroservices with specifications of all interconnections for optimal microwave performance. - An Engineer will oversee the application and supply COH a Letter of Conformity Site of integration to be designated by End User (City of Houston)	$33,750.00	$33,750.00	$33,750.00

SubTotal	$144,308.90
NetTotal	**$144,308.90**

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT. MINIMUM 30% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Customer Acceptance

Name (Print) _____ Signature _____ Date _____

Purchase Order Number: _____ Date _____

Nucomm, Inc.
Sean Drew
101 Bilby Road - Hackettstown, NJ 07840 -
908-852-3700 x3008 Fax: 908-813-0399 sdrew@nucomm.com

QUOTE

Date	Quote #
12/03/08	HPD-B-081028-SD-02

Contact: City of Houston
Julia Stroup
5320 N. Shepherd
Houston, TX 77091
Phone: (713)385-0653
Fax:

Validity: Per Contract
Estimated Delivery: 60 Days
From receipt of PO, Deposit & Technical Information
Payment Terms:
Warranty: 3 Years on Nucomm Mfg Products
Vendor items are covered by the warranty of the respective manufactuer
Ship Via: FedEx Express Saver
Shipping Terms: Hackettstown, NJ

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
1			**HPD Pod Antenna Bundle for Cessna 206**			
2	1	70CMTX7-E1.5-352-A2BC8	ChannelMaster Portable Transmitter 6.4 to 7.1GHz, 1.5W Digital COFDM/FM HD/SD Encoder,4 ASC Encryption AES Block Cypher, supporting key size of 128 and 256bit (FIPS PUB 197) Universal Power Supply - 11 to 32VDC / 90 to 260VAC	$51,221.00	$40,976.80	$40,976.80
3	1	SL-C90-01	SkyLink Control, C90 High performance, avionics grade control system with moving map and optional control of complete airborne ENG, ALE or EMT system Controls up to four radios, Rx/Tx Interfaces with existing VGA monitor to display microwave control and map	$5,000.00	$4,850.00	$4,850.00
4	1	SL-C10-01	SkyLink Control, C10 1 dzus-mounted control head for C90 Provides control of microwave system Maximum installation distance from C90 is 15' - longer installtion cables will require extender, SL-C10-EXT-01	$1,000.00	$970.00	$970.00
5	1	SL-OPT-USB-01	SkyLink USB Cable Extender Extends the installation distance between SkyLink USB devices Base and remote units	$695.00	$674.15	$674.15
6	1	SL-C10-NVG-01	NVG Compatibility Option for C10 Controller Modifies C10 controller to make it compatible for use while wearing Night Vision Goggles	$750.00	$727.50	$727.50
7	1	SL-OPT-ANT-01	Steerable Antenna Control (Pod) Includes simple moving map of local sites	$2,500.00	$2,425.00	$2,425.00
8	1	SL-OPT-IMU-04	Digital IMU (Gyro - Compass) SBS	$8,000.00	$7,760.00	$7,760.00
9	1	SL-OPT-NTK-01	NavTrack Optional FSK Modulator or RS-232 Output	$2,500.00	$2,425.00	$2,425.00
10	1	SL-OPT-GPS-01	GPS (16 Channel)	$1,500.00	$1,455.00	$1,455.00
11	1	SL-OPT-NUC-TX-01	Nucomm ChannelMaster Tx Control Provides both radio control and data power	$750.00	$727.50	$727.50
12	1	SLHD-6G-Y	SkyLink HD 6.5 GHz Pod High performance two-axis steered antenna system for high definition and other demanding transmission requirements Narrow vertical beam Az + El steering Dual Yagi Aircraft mounting bracket not included	$27,500.00	$26,675.00	$26,675.00
13	1	SL-ANT-2G-HG-01	Tx Internal Omni High Gain with Switch2 dBi 6.5 GHz	$3,900.00	$3,783.00	$3,783.00
14	1	SL-CPL-101	10 dB Coupler Switch Box Switch between High-gain directional and Omni/downlook or both simultaneously (90/10) Dedicated 90% to high gain and 10% to omni	$7,500.00	$7,275.00	$7,275.00
15	1	AVR8140-8	Digital Video Recorder, 8 GB internal memory, three video inputs, one video output, Includes install kit.	$11,872.00	$10,684.80	$10,684.80
16	1	SL-ICA-C90-01	Installation Cable Assembly, SkyLink C-90 C-10 Interface Power and Compass Interface Specify length up to 15 feet	$695.00	$674.15	$674.15
17	1	SL-ICA-IMU-04		$850.00	$824.50	$824.50

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
			Installation Cable Assembly, Digital IMU for C-100 Replacement for SL-ICA-IMU-04 Main Control Cables Specify length up to 25 feet			
18	1	SL-ICA-NUC-TX-01	Installation Cable Assembly, Tx Only, Nucomm ChannelMaster ChannelMaster Control CableSpecify length up to 25 feet	$195.00	$189.15	$189.15
19	1	SL-ICA-POD-01	Installation Cable Assembly, C100 to Pod Main control cable Specify length up to 25 feet	$195.00	$189.15	$189.15
20	1	AEROSERVICES-INSTALL-01	Installation of Video Downlink equipment and its accessories for the following: Cessna 206 Installation to include documentation and conformance to Cessna 206 Manufacturer's Standards Complete installation of microwave system using a pod antenna on a Cessna 206 Including all required FAA certification for an STC with installation Site of integration to be designated by End User (City of Houston)	$72,500.00	$72,500.00	$72,500.00

SubTotal	$185,785.70
NetTotal	**$185,785.70**

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT. MINIMUM 30% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Customer Acceptance

Name (Print) _____ Signature _____ Date _____

Purchase Order Number: _____ Date _____

Nucomm, Inc.
Sean Drew
101 Bilby Road - Hackettstown, NJ 07840 -
908-852-3700 x3008 Fax: 908-813-0399 sdrew@nucomm.com

QUOTE

Date	Quote #
12/03/08	HPD-B-081014-SD-04

Contact: City of Houston
Julia Stroup
5320 N. Shepherd
Houston, TX 77091
Phone: (713)385-0653
Fax:

Validity: Per Contract
Estimated Delivery: 60 Days
From receipt of PO, Deposit & Technical Information
Payment Terms:
Warranty: 3 Years on Nucomm Mfg Products
Vendor Items are covered by the warranty of the respective manufactuer
Ship Via: FedEx Express Saver
Shipping Terms: Hackettstown, NJ

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
1			**HPD Pod Antenna Bundle for Cessna 206**			
2	1	70CMTX7-E1.5-352-A2BC8	ChannelMaster Portable Transmitter 6.4 to 7.1GHz, 1.5W Digital COFDM/FM HD/SD Encoder,4 ASC Encryption AES Block Cypher, supporting key size of 128 and 256bit (FIPS PUB 197) Universal Power Supply - 11 to 32VDC / 90 to 260VAC	$51,221.00	$40,976.80	$40,976.80
3	1	SL-C90-01	SkyLink Control, C90 High performance, avionics grade control system with moving map and optional control of complete airborne ENG, ALE or EMT system Controls up to four radios, Rx/Tx Interfaces with existing VGA monitor to display microwave control and map	$5,000.00	$4,850.00	$4,850.00
4	1	SL-C10-01	SkyLink Control, C10 1 dzus-mounted control head for C90 Provides control of microwave system Maximum installation distance from C90 is 15' - longer installtion cables will require extender, SL-C10-EXT-01	$1,000.00	$970.00	$970.00
5	1	SL-OPT-USB-01	SkyLink USB Cable Extender Extends the installation distance between SkyLink USB devices Base and remote units	$695.00	$674.15	$674.15
6	1	SL-C10-NVG-01	NVG Compatibility Option for C10 Controller Modifies C10 controller to make it compatible for use while wearing Night Vision Goggles	$750.00	$727.50	$727.50
7	1	SL-OPT-ANT-01	Steerable Antenna Control (Pod) Includes simple moving map of local sites	$2,500.00	$2,425.00	$2,425.00
8	1	SL-OPT-IMU-04	Digital IMU (Gyro - Compass) SBS	$8,000.00	$7,760.00	$7,760.00
9	1	SL-OPT-NTK-01	NavTrack Optional FSK Modulator or RS-232 Output	$2,500.00	$2,425.00	$2,425.00
10	1	SL-OPT-GPS-01	GPS (16 Channel)	$1,500.00	$1,455.00	$1,455.00
11	1	SL-OPT-NUC-TX-01	Nucomm ChannelMaster Tx Control Provides both radio control and data power	$750.00	$727.50	$727.50
12	1	SLHD-6G-Y	SkyLink HD 6.5 GHz Pod High performance two-axis steered antenna system for high definition and other demanding transmission requirements Narrow vertical beam Az + El steering Dual Yagi Aircraft mounting bracket not included	$27,500.00	$26,675.00	$26,675.00
13	1	SL-ANT-2G-HG-01	Tx Internal Omni High Gain with Switch2 dBi 6.5 GHz	$3,900.00	$3,783.00	$3,783.00
14	1	SL-CPL-101	10 dB Coupler Switch Box Switch between High-gain directional and Omni/downlook or both simultaneously (90/10) Dedicated 90% to high gain and 10% to omni	$7,500.00	$7,275.00	$7,275.00
15	1	AVR8140-8	Digital Video Recorder, 8 GB internal memory, three video inputs, one video output, Includes install kit.	$11,872.00	$10,684.80	$10,684.80
16	1	SL-ICA-C90-01	Installation Cable Assembly, SkyLink C-90 C-10 Interface Power and Compass Interface Specify length up to 15 feet	$695.00	$674.15	$674.15
17	1	SL-ICA-IMU-04		$850.00	$824.50	$824.50

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
			Installation Cable Assembly, Digital IMU for C-100 Replacement for SL-ICA-IMU-04 Main Control Cables Specify length up to 25 feet			
18	1	SL-ICA-NUC-TX-01	Installation Cable Assembly, Tx Only, Nucomm ChannelMaster ChannelMaster Control CableSpecify length up to 25 feet	$195.00	$189.15	$189.15
19	1	SL-ICA-POD-01	Installation Cable Assembly, C100 to Pod Main control cable Specify length up to 25 feet	$195.00	$189.15	$189.15
20	1	AEROSERVICES-INSTALL-01	Installation of Video Downlink equipment and its accessories for the following: Cessna 206 Installation to include documentation and conformance to Cessna 206 Manufacturer's Standards Complete installation of microwave system using a pod antenna on a Cessna 206 Including all required FAA certification for an STC with installation Site of integration to be designated by End User (City of Houston)	$72,500.00	$72,500.00	$72,500.00

SubTotal	$185,785.70
NetTotal	**$185,785.70**

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT. MINIMUM 30% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Customer Acceptance

Name (Print) _____ Signature _____ Date _____

Purchase Order Number: _____ Date _____

Nucomm, Inc.
Sean Drew
101 Bilby Road - Hackettstown, NJ 07840 -
908-852-3700 x3008 Fax: 908-813-0399 sdrew@nucomm.com

QUOTE

Date	Quote #
12/03/08	HPD-B-081021-SD-02

Contact: City of Houston
Julia Stroup
5320 N. Shepherd
Houston, TX 77091
Phone: (713)385-0653
Fax:

Validity: Per Contract
Estimated Delivery: 60 Days
From receipt of PO, Deposit & Technical Information
Payment Terms:
Warranty: 3 Years on Nucomm Mfg Products
Vendor items are covered by the warranty of the respective manufactuer
Ship Via: FedEx Express Saver
Shipping Terms: Hackettstown, NJ

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
1			**Software License Bundle** ***MAXIMUM OF 8 TouchStar Pro Software Licenses per TNS-3000**			
2	1	TSS-PRO-01	TouchStar-PRO Software Package Requires Windows 2000/XP platform TouchStar-PRO Software for one Master Controller License fee covers one workstation. Additional licenses available at the same cost.	$3,500.00	$3,500.00	$3,500.00

SubTotal	$3,500.00
NetTotal	**$3,500.00**

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT. MINIMUM 30% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Customer Acceptance

Name (Print) _____ Signature _____ Date _____

Purchase Order Number: _____ Date _____

Nucomm, Inc.
Sean Drew
101 Bilby Road - Hackettstown, NJ 07840 -
908-852-3700 x3008 Fax: 908-813-0399 sdrew@nucomm.com

QUOTE

Date	Quote #
12/03/08	HPD-B-081009-SD-02

Contact: City of Houston
Julia Stroup
5320 N. Shepherd
Houston, TX 77091
Phone: (713)385-0653
Fax:

Validity: 2 Years Post System Acceptance
Estimated Delivery: 60 Days
From receipt of PO, Deposit & Technical Information
Payment Terms:
Warranty: 3 Years on Nucomm Mfg Products
Vendor items are covered by the warranty of the respective manufactuer
Ship Via: FedEx Express Saver
Shipping Terms: Hackettstown, NJ

Line Item	Qty	Model Number	Description	List Price	Unit Price	Extended Price
1			**5 Year Extended Warranty**			
2	1	EXT-WAR-5	5 year Extended Warranty - Extends Nucomm\RFC Standard Warranty of 3 years to 5 years - Extends OEM warranty from 2 Years to 5 Years - 24/7 Telephone and Technical Support - Includes (10) On-Site Technical Support Visits not to Exceed (2) Days per Visit. - *Includes Airfare, Hotel, Meals and Car Rental* Extended warranty can be purchased up to 2 years post System Acceptance	$293,000.00	$293,000.00	$293,000.00

SubTotal	$293,000.00
NetTotal	**$293,000.00**

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT. MINIMUM 30% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Customer Acceptance

Name (Print) _____ Signature _____ Date _____

Purchase Order Number: _____ Date _____

EXHIBIT "C"

NUCOMM, INC. WARRANTY POLICY

Warranty Policy

Nucomm, Inc. (Nucomm) warrants the items manufactured and sold by it to be free of defects in material and workmanship for a period of three (3) years from date of Acceptance by the City of the Video Downlink System. This period may be extended for an additional two (2) years (for a total of five years) on the terms detailed in the Agreement for the Purchase of a Public Safety digital helicopter Video Downlink System (the "Agreement") entered between Nucomm and the City of Houston (the City).

This Warranty applies only to defects in material and workmanship in products manufactured by Nucomm and to OEM products provided by Nucomm and used in the Video Down Link System (a "defect"). Nucomm shall either repair, or at its sole option, replace any part or product found to have a defect during the term of the Warranty so long as the repaired or replaced part or product performs at a level equal to or better then that required by the System and component specifications for the Video Down Link System.

Nucomm prides itself in offering the very best in customer support. All equipment is thoroughly "burned in" and undergoes temperature cycling and rigorous end to end testing prior to its shipment. Trained and experienced Nucomm technical staff is available for telephone consultation and assistance as and when needed. Nucomm also operates a fully equipped service department and offers extremely fast turn around time for equipment in need of repair. For customer support outside of normal business hours, Nucomm maintains a customer service telephone number which is accessible at all times. The number is 888-531-3892.

On the rare occasion where an issue with the hardware, software or performance of the system cannot be resolved through the above channels then an On-Site visit by our technical personnel can be arranged. In the event that the City chooses to contract for the extended five (5) year warranty, a total of ten (10) visits, each not to exceed (2) days per visit (one technician) are included.

Warranty Period

The applicable Warranty period shall commence upon Acceptance by the City as defined in the Agreement. Subsequent to the start of the Warranty period, all Warranty remedies shall be governed by the terms stated or referenced in this Warranty. In-Warranty repaired or replacement products or parts are warranted only for the remaining unexpired portion of the original warranty period. Repair or replacement of products or parts under Warranty does not extend the original Warranty period.

Warranty Coverage Limitations

The following losses or causes of a secondary "defect" are not covered under this Warranty:

1. Any loss, damage and/or malfunction caused by shipping, improper storage, accident, abuse, alteration, misuse, neglect, a failure to use the product under appropriate operating conditions, a failure to use the product according to operating instructions provided by Nucomm, a lack of appropriate routine care and maintenance (as described in Nucomm operating maintenance instructions) or a failure to use or take appropriate precautions and protective actions when reasonably required by the circumstances.

2. Products, items, parts, accessories, subassemblies, or components which are known to be expendable in normal use or are of limited life, such as, by way of example and not by limitation; items such as parts exposed to the elements which ordinarily have a limited life expectancy such as certain cabling, light bulbs, lamps or fuses.

Liability Limitations

This Warranty is in lieu of and excludes all other express and implied warranties, including but not limited to; warranties of merchantability and of fitness for particular purpose, use, or applications, and all other obligations or liabilities on the part of Nucomm.

All obligations of Nucomm under this Warranty shall cease in the event its products or parts have been subjected to accident, abuse, alteration, misuse or neglect, or which have not been operated and maintained in accordance with proper operating instructions.

In no event shall Nucomm be liable for incidental, consequential, special or resulting loss or damage of any kind. Nucomm's liability for damages shall not exceed the payment, if any, received by Nucomm for the unit or product or service furnished which part, unit or product is the subject of the Warranty claim or dispute.

This Warranty Policy and the Agreement are the only operative representations regarding Warranty obligations and rights of Nucomm and the City. Oral statements made by any person, including representatives of Nucomm, which are inconsistent or in conflict with the terms of this Warranty, shall not be binding upon Nucomm unless reduced to writing and approved by an officer of Nucomm.

Warranty Repair Return Procedure

Before a warranty repair may be accomplished, a Repair Authorization must be requested and received by the City. The Repair Authorization may be requested in writing, by email or by calling:

Nucomm, Inc
101 Bilby Road
Hackettstown , NJ 07840 (USA)
ATTN: Customer Technical Support
Phone: (908) 852-3700
Fax: (908) 813-0399

Any product returned to Nucomm for examination shall be sent via the means of transportation indicated as acceptable to Nucomm. Nucomm shall provide the City with its account information so that shipping costs may be billed directly to Nucomm. The Return Authorization Number provided to the City by Nucomm must be clearly marked on the shipping label.

Returned products or parts must be carefully packaged in the original container, if possible, and unless otherwise indicated, shipped to the above address.

Non-Warranty Repair

When a product is returned for any reason the City shall be responsible for any damage resulting from improper packing and handling, subject to the allocation of funds, not withstanding any defect or nonconformity in the product. By returning a product, the City grants Nucomm permission to open and disassemble the product as required for evaluation. In all cases, Nucomm has sole responsibility for determining the cause and nature of failure.

Equipment Returns

When returning equipment to Nucomm, please enclose a letter containing the following:

1. The Return Authorization number, model number, serial number, frequency operating range (in the case of modules),

2. A detailed description of the problem,

3. The name of an engineer or technician we may contact, and

4. Finally, please include a "ship to" and "bill to" address.

Nucomm evaluates all Warranty returned units free of charge and then will confer with the City on corrective action and cost. All non-warranty returns will have an evaluation charge. This evaluation charge will be credited toward the resultant repair charges.

Ship to:
Nucomm, INC.
101 Bilby Road , Building 1
Hackettstown , NJ 07840

EXHIBIT "D"

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 "E"

DRUG POLICY COMPLIANCE AGREEMENT

I, Stephen W. Shpock as an owner or officer of
(Name) (Print/Type) (Title)

Nucomm, Inc. (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.

December 10, 2008
Date

Nucomm, Inc
Contractor Name

Stephen W. Shpock
Signature

President
Title

EXHIBIT "F"

DRUG POLICY COMPLIANCE DECLARATION

I, Stephen W. Shpock, President as an owner or officer of
(Name) (Print/Type) (Title)

Nucomm, Inc. (Contractor)
(Name of Company)

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

This reporting period covers the preceding 6 months from _____ to _____, 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 Contractors, 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 — 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 _____.

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

	Random	Reasonable Suspicion	Post Accident	Total
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 — 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.

December 10, 2008
(Date)

Stephen W. Shpock
(Typed or Printed Name)

_____
(Signature)

President
(Title)

EXHIBIT "G"

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

Stephen W. Shpock (Name), President (Title)

as an owner or officer of Nucomm, Inc (Name of Company) (Contractor)

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 Public Safety Helicopter Down Link System for the Houston Police Department Air Bourne (Project) Division (S33-T22925)

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.

December 10, 2008
(Date)

Stephen W. Shpock
(Typed or Printed Name)

(Signature)

President
(Title)

EXHIBIT "H"

MWBE SUBCONTRACT TERMS

Engineer shall insure 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. _____ (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. _____ (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, Engineer (prime engineer) 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.

Vitec Group RF Systems
Drug-Free Workplace Policy

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Section 1: Introduction and General Information

Vitec Group RF Systems recognizes that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain a drug-free and alcohol environment. This organization encourages employees to voluntarily seek help with drug and alcohol problems.

We are committed to protecting the safety, health and well being of all employees and other individuals in our workplace. We are committed to achieve a drug-free workforce and provide a workplace that is free from the use of illegal drugs or alcohol by any individual who either; works for or conducts business for the organization, is applying for a position or is working for or conducting business on the organization's property. Our policy includes, but is not limited to our CEO and executive management, managers, supervisors, full-time employees, part-time employees, off-site employees, contractors, volunteers, interns and applicants.

Each employee, as a condition of employment, will be required to participate in pre-employment, random (during employment), post-accident and reasonable suspicion testing upon selection or request of management. Simply stated: It is not acceptable to manufacture, distribute, dispense, possess or use controlled substances or alcohol in the workplace.

Effective Date of Policy

This policy will be in effect from January 1, 2009. Each employee will receive a copy of this plan and will sign that they understand the policies outlined below. A summary of this plan will also be included in the Employee handbook and will be given to each new employee during orientation.

Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours, whenever conducting business or representing the organization, while on call, paid standby, while on our property, while on customer premises, while performing any duties or activities on behalf of the organization, and at company-sponsored events.

No individual shall report to work under the influence of drugs used in an unlawful manner nor under the influence of alcohol or other substance that diminished their cognitive abilities.. No employee shall unlawfully manufacture, distribute, dispense, possess or use drugs on Vitec Group RF Systems property or on the property of any customer or client. Any employee who violates this policy is subject to disciplinary action including suspension and dismissal.

Prohibited Behavior

The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company or customer premises or while performing an assignment.

Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.

Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.

The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the company or its customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

Circumstances Under Which Testing may be Conducted

Testing will be performed for the following:

PRE EMPLOYMENT TESTING: which will accompany previous employment or background checks conducted when considering applicants.

RANDOM TESTING: Employees may be selected at random for drug and/or alcohol testing at any interval determined reasonable by the Company.

REASONALBLE SUSPICION or FOR-CAUSE TESTING: The Company may ask an employee to submit to a drug and/or alcohol test at any time it believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.

POST-ACCIDENT TESTING: Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

Consequences of Violating Policy

Compliance with this policy is a condition of employment with Vitec Group RF Systems. One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment will be withdrawn. The applicant may not reapply.

Any employee who tests positive will be immediately removed from their position.

Refusal to Submit

An employee will be subject to termination from their position if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

Failing to report to the test facility within the specified time frame, without a valid excuse will result in termination or refusal to hire.

Notification of Convictions

Any employee who is convicted of a criminal drug violation in the workplace must notify the organization in writing within five calendar days of the conviction. The organization will take appropriate action within 30 days of notification. Federal contracting agencies will be notified within 10 days when appropriate.

Self Disclosure of Drug/Alcohol Problem

Vitec Group RF Systems maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist recovering addicts or alcoholics and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before drug or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. Employees will not be penalized for self-disclosing a drug or alcohol problem.

The policy with regards to Self-Disclosure of a Drug and/or Alcohol Problem is as follows:

1. Employees who self-disclose to a Supervisor or Human Resources a drug and/or alcohol problem will be referred to the Employee assistance program.

2. Employees will be placed on an unpaid leave of absence until the EAP indicates to Human Resources that the person is able to return to work; or, the employee may continue working as long as they prove that employee is capable of working while undergoing treatment.

Section 2: Sample Collection and Testing Procedures

To ensure the accuracy and fairness of our testing program, all testing will be conducted through a professional third party testing facility. Vitec Group RF systems are choosing (at this time) to use Quest Diagnostics sample collection services for our program. This designation may change at anytime.

Testing Notification

Employee will be notified by the Human Resources department on the day they are to complete the testing. Employee will be required to report to testing facility with specified time period.

Collection of Samples

Drug testing under this policy will be conducted by urinalysis. Evidential breath testing devices and Q.E.D. Saliva tests are used for testing for alcohol. All tests are administered under approved conditions and procedures conducted for the sole purpose of detecting drugs or alcohol. The test will be conducted by a Company-appointed medical laboratory and paid for by Vitec Group RF Systems.

Review of Drug Test Results

Vitec Group RF Systems will contract the services of a Medical Review Officer (MRO). The MRO shall be a licensed physician or doctor of osteopathy. The MRO shall review any confirmed positive drug test results and will interview the individuals tested to verify the laboratory reports. If the MRO determines there is a legitimate medical explanation for a positive test result, the MRO will report the result to Vitec Group RF Systems as negative. Any decisions made by the MRO will be final.

Prescription Drug Policy

Employees must notify their supervisor, before beginning work that he/she is taking medications or drugs which may interfere with the safe and/or effective performance of duties. Employees under prescribed medication from a physician are expected to educate themselves about any potential side effects of such medication. Where the pharmacist's information sheet indicates that a medication prescribed for the employee may cause drowsiness, loss of mental alertness, or otherwise impair abilities to perform job duties, the employee should advise his or her supervisor.

Please disclose only the impairment, not the drug or the underlying condition.

If the prescription drug use could cause production or safety problems, a supervisor may grant the employee sick leave or temporarily assign the worker different duties.

Discipline after positive drug test result from prescriptive or legal drug use n the case of prescriptive or legal drug use that results in a positive drug test result, the employee may be subject to disciplinary action when:

(1) The employee failed to notify the employee's supervisor, before beginning work, that the employee was taking medications or drugs which might interfere with the safe and/or effective performance of duties;

(2) Verification of valid current prescription or legal use of such drug is not provided upon request by the next scheduled work day; or

(3) Misuse of the prescription or recommended drug.

Section 3: Employee Assistance Program (EAP)

General Assistance

The company recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Offers all employees assistance with alcohol and drug problems through the Employee Assistance Program (EAP).
- Allows the use of accrued paid leave while seeking treatment for alcohol and other drug problems.

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Employee Assistance Programs

The company has an Employee Assistance Program (EAP) which is a proven, effective vehicle for addressing any issues stemming from personal problems, including substance abuse and addiction. EAP services include assessments, counseling, referrals to appropriate outside help, including alcohol and drug treatment, and follow-up support for workers (and frequently, family members) identified as experiencing substance abuse problems. The EAP service is provided confidentially, and workers and their family members can avail themselves of information, assistance, and support without their employer's knowledge.

Employees are responsible for costs of subsequent treatment outside of the set visit limit under the EAP, which may or may not be covered by employer-provided health benefits.

Additional information on the Employee Assistance Program is available through your human resources department.

Section 4: Confidentiality and Responsibilities

Confidentiality

All information received by the organization through the drug-free workplace program is confidential communication. All records relating to drug and alcohol testing will be maintained in a confidential medical file in a secure location with controlled access, separate from personnel files. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Use the Employee Assistance Program.
- Report dangerous behavior to their supervisor.

It is the company's responsibility:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Refer employees to the Employee Assistance Program.
- Clearly state consequences of policy violations.

Communication & Training

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive a written copy of the policy.
- The policy will be reviewed in orientation sessions with new employees.
- Posters and brochures will be available at all locations.
- Supervisors will receive training regarding the program and controlled substances and alcohol misuse
- Employees are welcome to come to HR with any questions or concerns on this program