

AN ORDINANCE 2014 - 09 - 11 - 0683

ACCEPTING THE BID FROM HUBB SYSTEMS, LLC D/B/A DATA 911 TO PROVIDE THE SAN ANTONIO FIRE DEPARTMENT WITH 248 CENTRAL PROCESSING UNIT UPGRADES FOR AN ESTIMATED \$1,051,150.48, FUNDING WILL BE DETERMINED AND APPROVED THROUGH THE ANNUAL BUDGET DEVELOPMENT PROCESS.

* * * * *

WHEREAS, the City of San Antonio Fire Department (SAFD) has utilized the Data 911 modular computer configuration in their mobile fleet for dispatch response purposes; and

WHEREAS, the modular computer components have been improved with the latest technological advances and modifications; and

WHEREAS, in order to expand their capabilities, SAFD must replace the CPUs in the 248 existing modular computers; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. A contract with Hubb Systems, LLC d/b/a Data 911, to provide AFD with 248 central processing unit upgrades for an estimated \$1,051,150.48, utilizing GSA Advantage Program on Contract No. GS-35F-0259U through a Federal Supply Schedule of the United States General Services Administration per Texas Local Government Code § 271.103, is hereby approved. A copy of the Request for Offer and Bid, Tab are attached hereto and are incorporated by reference as **Attachment I**. The Chief Technology Officer or his designee is authorized to execute all documents related to this purchase.

SECTION 2. Payment in the amount not to exceed \$1,051,150.48 in SAP Fund 40099000, Other Capital Projects, SAP Project Definition 09-00064, ITSD Computer Purchases, is authorized to be encumbered and made payable to Hubb Systems, LLC dba Data 911, for the FY2014 purchase of the 248 CPUs.

SECTION 3. Payment in the amount not to exceed \$1,795,037.68 is authorized to be encumbered with a purchase order and made payable to Hubb Systems, LLC dba Data 911, for a combination of new units and component upgrades annually. All expenditures will comply with fiscal years 2015 through 2018 Operating and or Capital Budgets.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

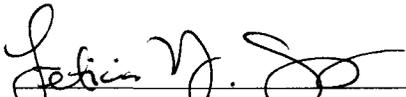
JK
9/11/14
Item #13

SECTION 5. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 11th day of September, 2014.


M A Y O R
Ivy R. Taylor

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

By: 
Robert F. Greenblum, City Attorney

Agenda Item:	13 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19)
Date:	09/11/2014
Time:	09:31:56 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the bid from Hubb Systems, LLC d/b/a Data 911 to provide the San Antonio Fire Department with 248 Central Processing Unit upgrades for an estimated \$1,051,150.48, funding will be determined and approved through the annual budget development process. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Diego Bernal	District 1		x				
Keith Toney	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Mari Aguirre-Rodriguez	District 7		x				
Ron Nirenberg	District 8		x				x
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	



CITY OF SAN ANTONIO
PURCHASING DIVISION / FINANCE DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100004158

A/C DATA 911 UNITS FOR SAFD

Date Issued: AUGUST 8, 2014

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM AUGUST 15, 2014

Responses may be submitted by any of the following means:

- Electronic submission through the Portal
- Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

Purchasing Division/Finance Department
IT Procurement Office
515 S. Frio Street
San Antonio, Texas 78207

Mailing Address:

Purchasing & General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"A/C DATA 911 UNITS FOR SAFD"

Offer Due Date: 10:00 A.M., MAY 9, 2014

RFO No.: 6100004158

Offeror's Name and Address

Bid Bond: NO Performance Bond: NO Payment Bond: NO Other: NO

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO

DBE / ACDBE Requirements: NO

See Instructions for Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on NO at NO at NO.

Staff Contact Person: CORINE CARDENAS, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX
78283-3966

Email: CORINE.CARDENAS@SANANTONIO.GOV

SBEDA Contact Information: EDSON ZAVALA, 210-207-3962, EDSON.ZAVALA@SANANTONIO.GOV

Attachment I

002 - TABLE OF CONTENTS

No table of contents entries found.

003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Offers sent to City by facsimile or email shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for

new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a

Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

The City of San Antonio is soliciting an offer from Hubb Systems, LLC dba Data 911 for the San Antonio Fire Department to purchase Data 911 self contained ruggedized computers for use on the fire emergency vehicles. The Fire Department is requesting a contract for 248 CPU upgrades for existing units for the first year (FY2014) and a combination of new units or CPU upgrades for existing units annually thereafter (FY2015, FY2016, FY2017 and FY2018).

New units would be required to be installed on new vehicles. While CPU upgrades would be for existing fleet vehicles. By utilizing this replacement/upgrade strategy the City would realize a savings per dollars spent.

The new units will include an M7System; Core i7 processor, 8 GB RAMS, 12.1 Capacitive Touch screen (1500 NIT) Display, Standard Keyboard, 48 Month Warranty, Expansion: Wi-Fi, GPS, and Storage: 64GB SSD.

The CPU upgrades would result in the City not having to purchase the full unit at full unit cost, but would be only be upgrading the CPU's in existing units.

The City will utilize the United States General Services Administration contract number GS-35F-0259U and will be made in accordance with Texas Local Government Code § 271.103. Competitive bidding is not required when the City purchases goods or services made available through a Federal supply schedule of the United States General Services Administration.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000, and terminate on SEPTEMBER 30, 2014.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 4 additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number GS-35F-0259U through GENERAL SERVICES ADMINISTRATION (GSA).

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, Exhibit 1 shall govern over this RFO and any Purchase Order issued herein, unless otherwise specially provided herein.

Exhibit 1 is the GSA Contract.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

Warranty.

The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from

City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

ANY TERM OR CONDITION IN EXHIBIT I, OR IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

All Or None Bid.

City of San Antonio will make award to one vendor only.

Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.

If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's FINANCE/PURCHASING Department, which shall be clearly labeled ANNUAL CONTRACT FOR DATA 911 UNITS FOR SAFD in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's FINANCE/PURCHASING Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to Property Rented by You.	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: FINANCE/PURCHASING Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Vendor to stop work hereunder, and/ or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payment of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

High Technology Procurement.

Intellectual Property.

Vendor shall pay all royalties and licensing fees. Vendor shall hold City harmless and indemnify City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Vendor has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to City.

Upon receipt of notification that a third party claims that the program(s), hardware, both the program(s) and the hardware or any other intellectual property infringe upon any United States or International patent, copyright or trademark Vendor will immediately:

Either:

obtain, at Vendor's sole expense, the necessary license(s) or rights that would allow City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse City for any expenses incurred by City to implement emergency backup measures if City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Vendor further agrees to:

assume the defense of any claim, suit, or proceeding brought against City for infringement of any United States patent, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Contract,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify City against any monetary damages and/or costs awarded in such suit;

Provided that:

Vendor is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Vendor agrees to consult with City Attorney of City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of City,

the Software or the equipment is used by City in the form, state, or condition as delivered by Vendor or as modified without the permission of Vendor, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of City's negligent act or omission, and

City promptly provide Vendor with written notice within 15 days following the formal assertion of any claim with respect to which City asserts that Vendor assumes responsibility under this section.

Undisclosed Features. Vendor warrants that the code and software provided to City under this contract does not contain any undisclosed features or functions that would impair or might impair City's use of the equipment, code or software. Specifically, but without limiting the previous representation, Vendor warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This contract shall not now, nor will it hereafter, be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. Vendor specifically disclaims any unilateral self-help remedies.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – PRICE SCHEDULE

Exhibit 1 – GSA Contract

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph

shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information

Please Print or Type

Vendor ID No.

V1033993

Signer's Name

Abigail Baker

Name of Business

Hubb Systems, LLC dba DATA911

Street Address

2021 Challenger Dr.

City, State, Zip Code

Alameda, CA 94501

Email Address

ComplianceMgmt@Data911.com

Telephone No.

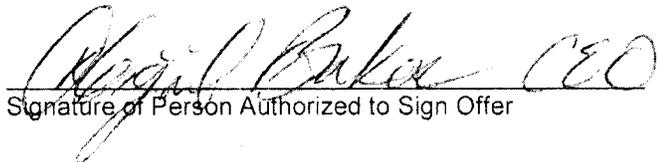
510-865-9100

Fax No.

510-865-9090

City's Solicitation No.

RFO 6100004158


Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director - the Director of City's Purchasing & General Services Department, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009 - ATTACHMENTS

PRICE SCHEDULE

ATTACHMENT A

The City of San Antonio is soliciting an offer from Hubb Systems, LLC dba Data 911 for the San Antonio Fire Department to purchase Data 911 self contained ruggedized computers for use on the fire emergency vehicles. The Fire Department is requesting a contract for 248 CPU upgrades for existing units for the first year (FY2014) and a combination of new units or CPU upgrades for existing units annually thereafter (FY2015, FY2016, FY2017 and FY2018).

ITEM NO.	DESCRIPTION	QTY	PRICE PER UNIT	DISC %	EXTENDED PRICE
CPU UPGRADES TO EXISTING UNITS FY2014					
1	CPU, M7 CORE i7 2.2 GHZ / 8GB MEM, 50/64GB SSD PART NO. D9-01-M7-CI722G	248	\$3,380.55	.8059982	\$838,376.64
2	OEM WINDOWS 7 PROF 32 BIT	248	\$240.99	.8059982	\$59,765.52
3	M7 CPU MOUNT/BLOWER, UNIVERSAL	248	\$103.98	.8059982	\$25,787.04
4	LVDS EXPANSION	248	\$60.45	.8059982	\$14,991.60
5	GPS UPGRADE	248	\$88.66	.8059982	\$21,987.68
6	WIFI UPGRADE	248	\$76.57	.8059982	\$18,989.36
7	CABLE ASSY, POWER INPUT W/ FERRITIES, MT	248	\$30.99	.8059982	\$7,685.52
8a	24 MONTH CPU FACTORY WARRANTY FOR EACH UNIT	248	Included	NA	NA
8b	24 MONTH CPU EXTENDED WARRANTY FOR EACH UNIT (TOTAL 48 MONTHS WARRANTY)	248	\$256.32	NA	\$63,567.36
NEW DATA 911 UNITS FY2015, FY2016, FY2017, FY2018					
9	CPU, M7 CORE i7 2.2 GHZ / 8GB MEM, 50/64GB SSD PART NO. D9-01-M7-CI722G	50	\$3,380.55	.8059982	\$169,027.50
10	OEM WINDOWS 7 PROF 32 BIT	50	\$240.99	.8059982	\$12,049.50
11	M7 CPU MOUNT/BLOWER, UNIVERSAL	50	\$103.97	.8059982	\$5,198.50
12a	COLOR DISPLAY MODEL M7 1210C4 12.1" XGA (L04) FY2015	298	\$1,608.06	.8059982	\$479,201.88
12b	COLOR DISPLAY MODEL M7 1210C4 12.1" XGA (L04) FY2016, FY2017, FY2018	50	\$1,608.06	.8059982	\$80,403.00
13a	USB KEYBOARD WITH TOUCHPAD, BLACK FY2015	298	\$237.78	.8059982	\$70,858.44
13b	USB KEYBOARD WITH TOUCHPAD, BLACK FY2016, FY2017, FY2018	50	\$237.78	.8059982	\$11,889.00
14	GPS UPGRADE	50	\$88.66	.8059982	\$4,433.00
15	WIFI UPGRADE	50	\$76.57	.8059982	\$3,828.50
16	M7 EXTENDED CABLE KIT	50	\$119.29	.8059982	\$5,964.50
17a	24 MONTH FACTORY CPU WARRANTY FOR EACH UNIT	50	Included	NA	NA
17b	24 MONTH EXTENDED CPU WARRANTY PER UNIT (TOTAL 48 MONTHS WARRANTY)	50	\$256.32	.8059982	\$12,816
17c	24 MONTH FACTORY DISPLAY WARRANTY FOR EACH UNIT	50	Included	NA	NA

17d	24 MONTH EXTENDED DISPLAY WARRANTY PER UNIT (TOTAL 48 MONTHS WARRANTY)	298	\$256.32	NA	\$78,383.36
17e	24 MONTH FACTORY DISPLAY WARRANTY FOR EACH UNIT	50	Included	NA	NA
17f	24 MONTH EXTENDED DISPLAY WARRANTY PER UNIT (TOTAL 48 MONTHS WARRANTY)	50	\$256.32	NA	\$12,816
CPU UPGRADES TO EXISTING UNITS FY2015, FY2016, FY2017, FY2018					
18	CPU, M7 CORE i7 2.2 GHZ / 8GB MEM, 50/64GB SSD PART NO. D9-01-M7-CI722G	50	\$3,380.55	.8059982	\$169,027.50
19	OEM WINDOWS 7 PROF 32 BIT	50	\$240.99	.8059982	\$12,049.50
20	M7 CPU MOUNT/BLOWER, UNIVERSAL	50	\$103.98	.8059982	\$5,199.00
21	LVDS EXPANSION	50	\$60.45	.8059982	\$3,022.50
22	GPS UPGRADE	50	\$88.66	.8059982	\$4,433.00
23	WIFI UPGRADE	50	\$76.57	.8059982	\$3,828.50
24	CABLE ASSY, POWER INPUT W/ FERRITIES, MT	50	\$30.99	.8059982	\$1,549.50
25a	24 MONTH CPU FACTORY WARRANTY FOR EACH UNIT	50	Included	NA	NA
25b	24 MONTH CPU EXTENDED WARRANTY FOR EACH UNIT (TOTAL 48 MONTHS WARRANTY)	50	\$256.32	NA	\$12,816
TOTAL					\$1,051,150.72 for FY 2014

Comments from Vendor:

Total price is based on lines 1-8b only, for FY 2014.

Warranty has been based on 48 month total warranty.

Future year pricing will be based on the published GSA contract – GS-35F-0259U.

First delivery will be within 30 days, remaining deliveries will be shipped in parcels.

EXHIBIT 1

AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-8 Purchase of New Equipment

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

Laptop/Portable/Notebook Computers

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

<p>Hubb Systems, LLC dba Data911 2021 Challenger Dr. Alameda, CA 94501 510-865-9100 http://www.data911.com</p>

Contract Number: GS-35F-0259U

Period Covered by Contract: March 03, 2013 through March 02, 2018

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # 4, dated 01/09 2013.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsadvantage.gov>).

EXHIBIT 1

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
 The Geographic Scope of Contract will be overseas delivery only.
 The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**Ordering and Payments:**

**Hubb Systems, LLC
2021 Challenger Dr.
Alameda, CA 94501**

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Phone: 510-865-9100 FAX: 510-865-9090

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule Contract
Block 16: Data Universal Numbering System (DUNS) Number: 13-160-3607
Block 30: Type of Contractor: B. Other Small Business

Block 31: Woman-Owned Small Business - No
Block 37: Contractor's Taxpayer Identification Number (TIN): 94-3413053

4a. CAGE Code: 3BCU9

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-8	30 Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: NONE

b. Quantity: NONE

c. Dollar Volume: NONE

d. Other Special Discounts (i.e. Government Education Discounts, etc.): NONE

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. **Small Requirements:** The minimum dollar of orders to be issued is \$100.00

11. **MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-8 - Purchase of Equipment

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 **FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. **CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)**

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

EXHIBIT 1

- (b) **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

EXHIBIT 1

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NOT APPLICABLE

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes X

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): <http://Data911.com>

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

EXHIBIT 1

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW
EQUIPMENT(SPECIAL ITEM NUMBER 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule: Installation is not offered. Ordering activity may procure installation services from the open market, or opt for self-installation.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was

EXHIBIT 1

discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

Length of standard warranty identified on the price list per product line.

Services provided are limited to, during the term of this contract, Data911's repair or replacement, at Data911's discretion, of any part or component, which prohibits the proper and normal operation of the Data911 equipment purchased. Maintenance services include, but are not limited to, all parts and/or labor required to identify the failure and to repair the equipment to guarantee proper working condition of the product returned.

Return Material Authorization Procedure

Upon determination that a hardware failure has occurred the client will contact Data911 by telephone at (510) 865-9100 ext. 125 to obtain a Return Material Authorization number. A qualified Data911 technician will provide initial telephone consultation to assist the client in problem analysis and determination, as some problems may be in other layers of the system and therefore will not require the return of a unit. Equipment is to be removed and returned to the factory, shipping prepaid by Client. Prior to equipment shipment, Client is to call Data911 for a Return Material Authorization (RMA) number. The RMA number is to be clearly marked on shipping label or shipping container. The unit will be repaired and shipped by Data911 back to Client via ground shipping service within 10 business days of receipt. Client is to pay for any expedited return shipping service.

Parts and Labor Availability

Data911 will guarantee that for a period of ten years from the time of purchase of new equipment, availability of parts and labor. If parts become unavailable within the ten-year period, Data911 will replace the obsolete equipment to equivalent functionality at no additional charge.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: Hubb Systems, LLC, 2021 Challenger Dr, Alameda, CA 94501

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER PART NUMBER	*SPECIAL BPA DISCOUNT PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

EXHIBIT 1

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

Data911 GSA Pricelist

EXHIBIT 1

GS-35F-0259U

M7 SYSTEMS

<u>Part #</u>	<u>Description</u>	<u>GSA Price w/IFF</u>	<u>Warranty</u>	<u>Origin</u>	<u>SIN</u>
D9-01-M7-C2D18G-2G-80-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 2GB RAM, 80GB HDD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$5,638.29	48 months	USA	132-8
D9-01-M7-C2D18G-4G-80-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 4GB RAM, 80GB HDD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$5,759.19	48 months	USA	132-8
D9-01-M7-C2D18G-8G-80-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 8GB RAM, 80GB HDD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$6,037.28	48 months	USA	132-8
D9-01-M7-C2D18G-2G-200-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 2GB RAM, 200GB HDD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$5,872.04	48 months	USA	132-8
D9-01-M7-C2D18G-4G-200-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 4GB RAM, 200GB HDD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$5,992.95	48 months	USA	132-8
D9-01-M7-C2D18G-8G-200-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 8GB RAM, 200GB HDD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$6,271.03	48 months	USA	132-8
D9-01-M7-C2D18G-2G-64-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 2GB RAM, 64/50 SSD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$5,718.89	48 months	USA	132-8
D9-01-M7-C2D18G-4G-64-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 4GB RAM, 64/50 SSD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$5,839.80	48 months	USA	132-8
D9-01-M7-C2D18G-8G-64-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 8GB RAM, 64/50 SSD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$6,001.01	48 months	USA	132-8
D9-01-M7-C2D18G-2G-128-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 2GB RAM, 128/100 SSD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$5,799.50	48 months	USA	132-8
D9-01-M7-C2D18G-4G-128-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 4GB RAM, 128/100 SSD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$5,920.40	48 months	USA	132-8
D9-01-M7-C2D18G-8G-128-C (SYS)	M7 SYSTEM, C2D18G 1.86Ghz, 8GB RAM, 128/100 SSD, w 12.1" DISPLAY & KEYBOARD, 48 Month Factory Warranty	\$6,081.61	48 months	USA	132-8

M7 CPUs

<u>Part #</u>	<u>Description</u>	<u>GSA Price w/IFF</u>	<u>Warranty</u>	<u>Origin</u>	<u>SIN</u>
D9-01-M7-C2D18G-2G-80-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 2GB RAM, 80GB HDD, 24 Month Factory Warranty	\$3,017.83	24 months	USA	132-8
D9-01-M7-C2D18G-4G-80-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 4GB RAM, 80GB HDD, 24 Month Factory Warranty	\$3,138.74	24 months	USA	132-8
D9-01-M7-C2D18G-8G-80-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 8GB RAM, 80GB HDD, 24 Month Factory Warranty	\$3,416.83	24 months	USA	132-8
D9-01-M7-C2D18G-2G-200-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 2GB RAM, 200GB HDD, 24 Month Factory Warranty	\$3,251.59	24 months	USA	132-8

Data911 GSA Pricelist

EXHIBIT 1

GS-35F-0259U

D9-01-M7-C2D18G-4G-200-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 4GB RAM, 200GB HDD, 24 Month Factory Warranty	\$3,372.49	24 months	USA	132-8
D9-01-M7-C2D18G-8G-200-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 8GB RAM, 200GB HDD, 24 Month Factory Warranty	\$3,650.58	24 months	USA	132-8
D9-01-M7-C2D18G-2G-64-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 2GB RAM, 64/50 SSD, 24 Month Factory Warranty	\$3,098.44	24 months	USA	132-8
D9-01-M7-C2D18G-4G-64-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 4GB RAM, 64/50 SSD, 24 Month Factory Warranty	\$3,219.35	24 months	USA	132-8
D9-01-M7-C2D18G-8G-64-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 8GB RAM, 64/50 SSD, 24 Month Factory Warranty	\$3,380.55	24 months	USA	132-8
D9-01-M7-C2D18G-2G-128-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 2GB RAM, 128/100 SSD, 24 Month Factory Warranty	\$3,179.04	24 months	USA	132-8
D9-01-M7-C2D18G-4G-128-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 4GB RAM, 128/100 SSD, 24 Month Factory Warranty	\$3,299.95	24 months	USA	132-8
D9-01-M7-C2D18G-8G-128-C (INDV)	M7 CPU, C2D18G 1.86Ghz, 8GB RAM, 128/100 SSD, 24 Month Factory Warranty	\$3,461.16	24 months	USA	132-8

M7 Options

<u>Part #</u>	<u>Description</u>	<u>GSA Price w/IFF</u>	<u>Warranty</u>	<u>Origin</u>	<u>SIN</u>
D9-09-0024	M7 Internal GPS	\$88.66	1 yr	USA	132-8
D9-09-0016	M7 Internal WIFI	\$76.57	1 yr	USA	132-8
D9-09-0026	M7 Internal Broadband (AT&T GSM)	\$193.45	1 yr	USA	132-8
D9-09-0031	M7 Internal Broadband (Sprint CDMA, others TBD)	\$193.45	1 yr	USA	132-8
D9-09-0023	M7 LVDS Expansion (CPU upgrade to allow for M6 Display Compatibility)	\$60.45	1 yr	USA	132-8
CA-M7-9999B (SYS)	M7 System Extended Cable (uplift from standard cables)	\$38.69	1 yr	USA	132-8
D9-03-0014 (SYS)	Sealed Back-Lit Keyboard w/touchpad (System Uplift from Std Keyboard)	\$80.60	1 yr	USA	132-8
D9-02-M7-10400L (SYS)	M7 System 10.4inch XGA Display Option	\$0.00	1 yr	USA	132-8
D9-02-M7-1500C (SYS)	M7 System 15inch XGA Display Option	\$318.39	1 yr	USA	132-8
D9-D2-M7-1210CL	M7 System Second 12.1 inch Display Kit; CPU LVDS expansion port, power adapter cable, LVDS display cables, 12.1" LVDS display (Standard Length Cables)	\$1,608.06	1 yr	USA	132-8
D9-D2-M7-1500C	M7 System Second 15 inch Display Kit; CPU LVDS expansion port, LVDS display and power cables, 15" LVDS display (Standard Length Cables)	\$1,930.48	1 yr	USA	132-8
MA7021	M7 CPU Extended Warranty (per Year)	\$128.16	1 yr	USA	132-8
MA7031	M7 Display Extended Warranty (per Year)	\$128.16	1 yr	USA	132-8
MA7001	M7 System Extended Warranty (per Year)	\$239.40	1 yr	USA	132-8
MAARM1	M7 Advance Replacement Service (per Year)	\$120.91	1 yr	USA	132-8

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EXHIBIT 1

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M7 Peripherals

<u>Part #</u>	<u>Description</u>	<u>GSA Price w/IFF</u>	<u>Warranty</u>	<u>Origin</u>	<u>SIN</u>
D9-02-M7-1040OL	M7 Display, 10.4inch XGA, 12 month Factory Warranty	\$1,608.06	1 yr	USA	132-8
D9-02-M7-1210CL	M7 Display, 12.1inch XGA, 12 month Factory Warranty	\$1,608.06	1 yr	USA	132-8
D9-02-M7-1500C	M7 Display, 15inch XGA, 12 month Factory Warranty	\$1,930.48	1 yr	USA	132-8
D9-03-0008	Standard Full-Travel Back-Lit Keyboard w/touchpad	\$237.78	1 yr	USA	132-8
D9-03-0014	Sealed Back-Lit Keyboard w/touchpad	\$318.39	1 yr	USA	132-8
D9-LTI-M6-1210CL	M6LTI Laptop Interface Package; Includes 12.1inch XGA LVDS Display, Cables, & Keyboard, 36 Month Factory Warranty (Standard Length Cables)	\$2,011.08	1 yr	USA	132-8
D9-09-0010-80	M6/M7 80GB Spare Removable HDD	\$241.01	1 yr	USA	132-8
D9-09-0010-200	M6/M7 200GB Spare Removable HDD	\$402.22	1 yr	USA	132-8
HD-01-0028	M6/M7 80GB Rotating HDD (Drive Only)	\$224.89	1 yr	USA	132-8
HD-01-0036	M6/M7 200GB Rotating HDD (Drive Only)	\$386.10	1 yr	USA	132-8
HD-01-0038	M6/M7 64/50GB SSD (Drive Only)	\$265.19	1 yr	USA	132-8
HD-01-0037	M6/M7 128/100GB SSD (Drive Only)	\$345.79	1 yr	USA	132-8
HD-01-0039	M6/M7 256/200GB SSD (Drive Only)	\$587.61	1 yr	USA	132-8
BA-01-6003	M6/M7 Drive Carrier (for HDD/SSD)	\$32.24	1 yr	USA	132-8
CA-M7-9999A (INDV)	M7 System Standard Cable Kit (2m DVI, USB Power, Audio, and 6m Power Input)	\$80.60	1 yr	USA	132-8
CA-M7-9999B (INDV)	M7 System Extended Cable Kit (6m DVI, USB Power, Audio, and Power Input)	\$119.29	1 yr	USA	132-8
D9-04-0013	Y-Mouse for USB Adapter	\$79.80	1 yr	USA	132-8
D9-09-0030-32	Hard-Drive Imaging Kit for M7; 32GB USB Drive, Clonezilla	\$200.71	1 yr	USA	132-8
D9-09-0005	Petax PocketJet IV Thermal Printer Package	\$275.67	1 yr	USA	132-8
D9-09-0028	M7 AC/DC Power Converter	\$145.09	1 yr	USA	132-8

Legacy M6 Components

<u>Part #</u>	<u>Description</u>	<u>GSA Price w/IFF</u>	<u>Warranty</u>	<u>Origin</u>	<u>SIN</u>
D9-02-M6-1040OL	M6 LVDS Color Display - 10.4" XGA	\$1,608.06	1 yr	USA	132-8
D9-02-M6-1210CL	M6 LVDS Color Display - 12.1" XGA	\$1,608.06	1 yr	USA	132-8
D9-02-M6-0840TL	M6 LVDS Color Display - 8.4" SVGA	\$1,608.06	1 yr	USA	132-8
D9-02-M6-1500S	M6 LVDS Color Display - 15" XGA	\$1,930.48	1 yr	USA	132-8
D9-04-0009	M6 Display Replacement Touch Pen	\$128.97	1 yr	USA	132-8
CA-M6-9999A	M6 Standard Cable Kit (2m Power input, LVDS, Display Power, & Audio)	\$128.16	1 yr	USA	132-8
CA-M6-9999B	M6 Extended Cable Kit (6m Power input, LVDS, Display Power, & Audio)	\$208.77	1 yr	USA	132-8
D9-09-0011	M6 GPS Field Upgrade Kit	\$96.73	1 yr	USA	132-8
D9-09-0016	M6 / M7 Internal WIFI	\$76.57	1 yr	USA	132-8
D9-09-0007	M6 USB Strain Relief	\$8.06	1 yr	USA	132-8

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EXHIBIT 1

GS-35F-0259U

D9-09-0008-32 Hard-Drive Imaging Kit for M6; 32GB USB Drive, Norton Ghost \$200.71 1 yr USA 132-8

Digital Video / License Plate Recognition

<u>Part #</u>	<u>Description</u>	<u>GSA Price w/IFF</u>	<u>Warranty</u>	<u>Origin</u>	<u>SIN</u>
D9-DV-MDVRii	MDVii Tethered Digital Video System; Control Module, EX11D 10x Optical Zoom Video Camera, Self Syncing Wireless Microphone, 8GB CF Card, Windshield Camera Mount, Rear (prisoner) Camera, Cables, Client Software. 36 Months of Hardware Warranty (Excluding Mic & Cradle).	\$4,026.20	36 months	USA	132-8
D9-DV-LPR	LPR License Plate Recognition Base Software Package. Uses MDVii Front facing camera (EX20D required). Requires D9-DV-MDVRii.	\$3,586.90	1 yr	USA	132-8
D9-DV-LPRD	LPR two Camera Add on Package. Includes EX20D Front facing camera, rear side-facing camera (choose internal or exterior mounted), switchbox, cables, camera mounts, 12 months of hardware warranty. Requires D9-DV-LPR.	\$1,608.06	1 yr	USA	132-8
D9-12-2008	Wireless Mic Desktop Charger	\$79.80	1 yr	USA	132-8
D9-12-2004	Wireless Mic	\$201.51	1 yr	USA	132-8
D9-12-2005	Wireless Mic in-car Cradle	\$201.51	1 yr	USA	132-8
D9-12-2012	EX20D Front Camera Upgrade	\$201.51	1 yr	USA	132-8
D9-DV-STR	Digital Video Streaming. One time charge. Support and maintenance for this feature is covered under the standard Mobilvid/Vidnet program (price is per vehicle)	\$159.60	1 yr	USA	132-8
CRTHDW	Prisoner Cam Delete. Credit available to customers that choose not to receive the rear facing (prisoner) MDV camera.	-\$137.03	1 yr	USA	132-8
D9-12-2013	Replacement Camera EX11D	\$479.60	1 yr	USA	132-8
D9-12-2012	Replacement Camera EX20D	\$802.02	1 yr	USA	132-8
D9-12-2020	Replacement Camera, Rear/Prisoner	\$201.51	1 yr	USA	132-8
D9-12-2006	Replacement/Spare Lapel Mic	\$20.15	1 yr	USA	132-8
D9-04-0043	Replacement/Spare Flash Card, 8GB	\$64.48	1 yr	USA	132-8
D9-04-0044	Replacement/Spare Flash Card, 16GB	\$96.73	1 yr	USA	132-8

Mounts

<u>Part #</u>	<u>Description</u>	<u>GSA Price w/IFF</u>	<u>Warranty</u>	<u>Origin</u>	<u>SIN</u>
D9-08-0021	Desktop Mount for 8.4" Display	\$160.40	1 yr	USA	132-8
D9-08-0022	Desktop Mount for 12.1" Display	\$160.40	1 yr	USA	132-8
D9-08-0023	Desktop Mount for 15" Display	\$160.40	1 yr	USA	132-8
D9-08-7001	M7 CPU Mount / Blower, Crown Victoria	\$103.98	1 yr	USA	132-8
D9-08-7002	M7 CPU Mount / Blower, Universal	\$103.98	1 yr	USA	132-8

Data911 GSA Pricelist

EXHIBIT 1

GS-35F-0259U

D9-08-6003	M6 CPU Mount / Blower Kit, Crown Victoria	\$103.98	1 yr	USA	132-8
D9-08-6004	M6 CPU Mount / Blower Kit, Universal	\$103.98	1 yr	USA	132-8
D9-05-1001	Trunk Fan Assembly	\$79.80	1 yr	USA	132-8
D9-08-0024	One-Piece Desktop Mount for 12.1" Display	\$63.68	1 yr	USA	132-8
D9-08-2011	Ford Crown Victoria Display mount for M6/M5	\$79.80	1 yr	USA	132-8
D9-08-2012	Ford Crown Victoria Radio Relo kit & kb shelf for M6/M5	\$79.80	1 yr	USA	132-8
D9-08-2013	Ford Crown Victoria full mount kit for M6/M5	\$160.40	1 yr	USA	132-8
D9-08-2009	Pedestal Mount w Adjustable secure keyboard tray for 15 " Display (Requires Baseplate)	\$321.61	1 yr	USA	132-8
D9-08-2005	Keyboard pedestal mount (Requires Baseplate)	\$281.31	1 yr	USA	132-8
D9-09-0020	M6 Universal to Glovebox Blower Mount Kit	\$20.15	1 yr	USA	132-8
D9-09-0021	M7 Glovebox to Universal Blower Mount Kit	\$20.15	1 yr	USA	132-8

Antennas

<u>Part #</u>	<u>Description</u>	<u>GSA Price w/IFF</u>	<u>Warranty</u>	<u>Origin</u>	<u>SIN</u>
D9-04-0020-B	GPS antenna, surface mount, black, 10 ft.	\$54.01	1 yr	USA	132-8
D9-04-0020-W	GPS antenna, surface mount, white, 10 ft.	\$54.01	1 yr	USA	132-8
D9-04-0025-A	802.11g modem/antenna, adhesive surface mount (USB), white	\$200.71	1 yr	USA	132-8
D9-04-0025-M	802.11g modem/antenna, magnetic surface mount (USB), white	\$200.71	1 yr	USA	132-8
D9-04-0026-B	GPS antenna, magnetic mount, SMA connector, black, 10 ft.	\$31.44	1 yr	USA	132-8
D9-04-0026-W	GPS antenna, magnetic mount, SMA connector, white, 10 ft.	\$31.44	1 yr	USA	132-8
D9-04-0028-A	802.11g modem/antenna, adhesive surface mount (USB), black	\$200.71	1 yr	USA	132-8
D9-04-0028-M	802.11g modem/antenna, magnetic surface mount (USB), black	\$200.71	1 yr	USA	132-8
D9-04-0053-W	WiFi antenna, dual element, mag mount, white, 16 ft.	\$125.74	1 yr	USA	132-8
D9-04-0056-W	GPS / WiFi combo antenna, 3-wire, mag mount, white, 16 ft.	\$153.95	1 yr	USA	132-8
D9-04-0041	802.11g antenna, knuckle type, adjustable, black	\$16.93	1 yr	USA	132-8

City of San Antonio Bid Tabulation

Opened: August 11, 2014		GSA	
For: Annual Contract for Data 911 Units for SAFD		Hubb Systems, LLC d/b/a Data 911 2021 Challenger Drive Alameda, CA 94501	
6100004158		WF	
Item	Description	Qty	
1	CPU UPGRADES TO EXISTING UNITS FY2014 CPU, M7 CORE i7 2.2 GHZ / 8GB MEM, 50/64GB SSD PART NO. D9-01-M7-CI722G	248	
	Price Each		\$3,380.55
	Price Total		\$838,376.40
2	OEM WINDOWS 7 PROF 32 BIT	248	
	Price Each		\$240.99
	Price Total		\$59,765.52
3	M7 CPU MOUNT/BLOWER, UNIVERSAL	248	
	Price Each		\$103.98
	Price Total		\$25,787.04
4	LVDS EXPANSION	248	
	Price Each		\$60.45
	Price Total		\$14,991.60
5	GPS UPGRADE	248	
	Price Each		\$88.66
	Price Total		\$21,987.68
6	WIFI UPGRADE	248	
	Price Each		\$76.57
	Price Total		\$18,989.36
7	CABLE ASSY, POWER INPUT W/ FERRITIES, MT	248	
	Price Each		\$30.99
	Price Total		\$7,685.52

City of San Antonio Bid Tabulation

Opened: August 11, 2014		GSA	
For: Annual Contract for Data 911 Units for SAFD		Hubb Systems, LLC d/b/a Data 911 2021 Challenger Drive Alameda, CA 94501	
6100004158		WF	
Item	Description	Qty	
8a	24 MONTH CPU FACTORY WARRANTY FOR EACH UNIT Price Each Price Total	248	Included
8b	24 MONTH CPU EXTENDED WARRANTY FOR EACH UNIT (TOTAL 48 MONTHS WARRANTY) Price Each Price Total	248	\$256.32 \$63,567.36
	CPU UPGRADES TO EXISTING UNITS FY2014 TOTAL		\$1,051,150.48
9	NEW DATA 911 UNITS FY2015, FY2016, FY2017, FY2018 CPU, M7 CORE i7 2.2 GHZ / 8GB MEM, 50/64GB SSD PART NO. D9-01-M7-CI722G Price Each Price Total	50	\$3,380.55 \$169,027.50
10	OEM WINDOWS 7 PROF 32 BIT Price Each Price Total	50	\$240.99 \$12,049.50
11	M7 CPU MOUNT/BLOWER, UNIVERSAL Price Each Price Total	50	\$103.97 \$5,198.50
12a	COLOR DISPLAY MODEL M7 1210C4 12.1" XGA (L04) FY2015 Price Each Price Total	298	\$1,608.06 \$479,201.88
12b	COLOR DISPLAY MODEL M7 1210C4 12.1" XGA (L04) FY2016, FY2017, FY2018 Price Each Price Total	50	\$1,608.06 \$80,403.00
13a	USB KEYBOARD WITH TOUCHPAD, BLACK FY2015 Price Each Price Total	298	\$237.78 \$70,858.44

City of San Antonio Bid Tabulation

Opened: August 11, 2014		GSA	
For: Annual Contract for Data 911 Units for SAFD		Hubb Systems, LLC d/b/a Data 911 2021 Challenger Drive Alameda, CA 94501	
6100004158		WF	
Item	Description	Qty	
13b	USB KEYBOARD WITH TOUCHPAD, BLACK FY2016, FY2017, FY2018 Price Each Price Total	50	\$237.78 \$11,889.00
14	GPS UPGRADE Price Each Price Total	50	\$88.66 \$4,433.00
15	WIFI UPGRADE Price Each Price Total	50	\$76.57 \$3,828.50
16	M7 EXTENDED CABLE KIT Price Each Price Total	50	\$119.29 \$5,964.50
17a	24 MONTH FACTORY CPU WARRANTY FOR EACH UNIT Price Each Price Total	50	Included
17b	24 MONTH EXTENDED CPU WARRANTY PER UNIT (TOTAL 48 MONTHS WARRANTY) Price Each Price Total	50	\$256.32 \$12,816.00
17c	24 MONTH FACTORY DISPLAY WARRANTY FOR EACH UNIT Price Each Price Total	50	Included
17d	24 MONTH EXTENDED DISPLAY WARRANTY PER UNIT (TOTAL 48 MONTHS WARRANTY) Price Each Price Total	298	\$256.32 \$76,383.36
17e	24 MONTH FACTORY DISPLAY WARRANTY FOR EACH UNIT Price Each Price Total	50	Included

City of San Antonio Bid Tabulation

Opened: August 11, 2014		GSA	
For: Annual Contract for Data 911 Units for SAFD		Hubb Systems, LLC d/b/a Data 911 2021 Challenger Drive Alameda, CA 94501	
6100004158		WF	
Item	Description	Qty	
17f	24 MONTH EXTENDED DISPLAY WARRANTY PER UNIT (TOTAL 48 MONTHS WARRANTY)H UNIT	50	
	Price Each		\$256.32
	Price Total		\$12,816.00
	NEW DATA 911 UNITS FY2015 TOTAL		\$852,577.18
	NEW DATA 911 UNITS FY2016, FY2017, FY2018 TOTAL PER FY	3	\$394,808.86
	COMPOSITE TOTAL 3 FYS		\$1,184,426.58
18	CPU UPGRADES TO EXISTING UNITS FY2015, FY2016, FY2017, FY2018 CPU, M7 CORE i7 2.2 GHZ / 8GB MEM, 50/64GB SSD PART NO. D9-01-M7-CI722G	50	
	Price Each		\$3,380.55
	Price Total		\$169,027.50
19	OEM WINDOWS 7 PROF 32 BIT	50	
	Price Each		\$240.99
	Price Total		\$12,049.50
20	M7 CPU MOUNT/BLOWER, UNIVERSAL	50	
	Price Each		\$103.97
	Price Total		\$5,198.50
21	LVDS EXPANSION	50	
	Price Each		\$60.45
	Price Total		\$3,022.50
22	GPS UPGRADE	50	
	Price Each		\$88.66
	Price Total		\$4,433.00
23	WIFI UPGRADE	50	
	Price Each		\$76.57
	Price Total		\$3,828.50

City of San Antonio Bid Tabulation

Opened: August 11, 2014		GSA	
For: Annual Contract for Data 911 Units for SAFD		Hubb Systems, LLC d/b/a Data 911 2021 Challenger Drive Alameda, CA 94501	
6100004158		WF	
Item	Description	Qty	
24	CABLE ASSY, POWER INPUT W/ FERRITIES, MT Price Each Price Total	50	\$30.99 \$1,549.50
25a	24 MONTH CPU FACTORY WARRANTY FOR EACH UNIT Price Each Price Total	50	Included
25b	24 MONTH CPU EXTENDED WARRANTY FOR EACH UNIT (TOTAL 48 MONTHS WARRANTY) Price Each Price Total	50	\$256.32 \$12,816.00
	CPU UPGRADES TO EXISTING UNITS FY2015, FY2016, FY2017, FY2018 TOTAL PER FY	4	\$211,925.00
	COMPOSITE TOTAL 4 FYS		\$847,700.00
	Payment Terms		Net 30
	Estimated Total		\$3,935,854.24
	Estimated Total Award		\$3,935,854.24