


Master Purchase Order (MPO)

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|---------------------------------------|---|-------------------------------------|--------------|
| DO NOT INVOICE TO THIS ADDRESS |  | Master Purchase Order No. 0720A0110 | |
| City & County of Denver | | Date: 10/12/2010 | Revision No. |
| Purchasing Division | | Payment Terms | N/30 |
| 201 West Colfax Avenue, Dept. 304 | | Freight Terms | DESTINATION |
| Denver, CO 80202 | | Ship Via | Vendor |
| United States | | Buyer: | Joe Saporito |
| Phone: 720-913-8100 Fax: 720-913-8101 | | Phone: | 720-913-8118 |

Vendor: 0000058565 Phone: 303-898-5882 Fax: 303-957-5676

Global Mounting Solutions, Inc.
11529 Clayton St.
Thornton, CO. 80233

Ship To: Technology Services – Electronic Engineering
Bureau
1930 35th St.
Denver, CO. 80216

Bill To: Central AP
201 W. Colfax Ave. Dept. 908
Denver, CO. 80202

10-1173

Attn: Michael Rickert

1. Goods/Services:

Global Mounting Solutions, Inc., a Colorado corporation, (“Vendor”) shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the “City”), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document (“Order”), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

4. Extension or Renewal:

The effective period of this Master Purchase Order shall be from October 12, 2010 to and including September 30, 2013. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under this Master Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than two (2) yearly extensions shall be made to the original Master Purchase Order.

5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

6. Inspection and Acceptance:

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City’s failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor’s expense; or (3) reject and return the goods at Vendor’s cost and/or reject the services at Vendor’s expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor’s name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City’s Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of

Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

9. Invoice:

Each invoice shall include: (i) the Master Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of Three Million Six Hundred Thousand Dollars (\$3,600,000). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

Only the Manager of General Services or his delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

14. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive

Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

Master Purchase Order No. 0720A0110

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

25. Records and Audits:

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. No Discrimination in Employment:

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Global Mounting Solutions, Inc.

City & County of Denver, Purchasing Division

By: 
(Authorized Signature)

By: 

Print Name: Michael Richard

Print Name: Joe Saporito

Title: Co - CEO

Title: Associate Buyer

Date: 10/14/10

Date: 10/12/2010

EXHIBIT "A"

Vendor: Global Mounting Solutions, Inc.

Title: Mobile Data Terminals

Master Purchase Order No.: 0720A0110

It is recommended that you use your Master Purchase Order No.: – 0720A0110, in all future correspondence, billing, invoicing or other communications.

Description of the goods, and services related thereto, being purchased and pricing:

SCOPE OF WORK:

The City of Denver shall use this Master Purchase Order for the purchase of **MOBILE DATA TERMINALS, DOCKING STATIONS, THERMAL PRINTERS AND CARD READERS.**

MOBILE DATA TERMINALS (MDT):

Vendor for MDTs shall also be responsible for the imaging of City software on all new units, training, and maintenance and support services. The approved City software is subject to change and at the time an order is placed the City will identify the software that shall be imaged as of that date.

Vendor shall image City configuration on all new units for Denver Police Department (DPD) and Denver Fire Department (DFD). The Electronic Engineering Bureau (EEB) along with Technology Services (TS) and the Information Management Unit (IMU) shall develop two separate images, one for DPD and one for DFD. EEB shall require a minimum of two units to be shipped immediately to use for the development of the images. This image shall then be sent to vendor so that all new units when shipped to the City shall have the final image pre-installed. Any modifications to this standard image shall be completed by EEB. The operating system loaded on the MDTs shall be Windows 7 with downgrade rights to XP. Other loaded software shall include, but not be limited to, Versaterm, Remington-Elsag's License Plate Reader (LPR) software, Adobe Reader (freeware), and various drivers needed to operate peripherals that may be connected to the MDT. The EEB shall setup internet connectivity when necessary but the unit should have the ability for such a setup to be performed.

Vendor shall maintain at least one (1) copy of full system documentation (system setup, identification of system components, configuration and upgrade procedures, operating system media, and any bundled diagnostic and utility software). This documentation shall be maintained as the computers are changed or modified over the term of the resulting MPO.

Vendor, for MDTs, shall present product roadmaps for technology, at a minimum, on a biannual basis to designated City employees. Upon request, vendor shall conduct presentations to be held at a location provided by the City or via the Internet.

MDT REQUIREMENTS

| DPD and DFD have slightly different needs. Needs are identified by an "X" under the appropriate agency column. | | |
|--|-----|-----|
| | DPD | DFD |
| MDT shall be <12.5" wide | X | X |
| MDTs shall be capable of an integrated Gobi device | X | X |
| MDTs shall include an integrated Gobi device | | X |
| MDT shall have a minimum water/dust protections rating of IP64 | | X |
| MDTs shall include integrated 802.11a/b/g with an integral antenna (ruggedized if external to the case), and the capability of attaching an external antenna. | X | X |
| Backlit keyboard with standard keyboard spacing. Keyboard shall not be rubber encapsulated. Backlighting of the keyboard is a strict requirement, and should include some type of brightness control. | X | X |
| Ruggedized construction shall meet or exceed standards detailed in MIL-STD-810F | X | X |
| Genuine Intel Dual Core Processor \geq 1.6Ghz | X | X |
| System RAM \geq 2Gb, upgradeable to 4Gb or higher | X | X |
| Indicator lights/LEDs-MDT shall have the following indicators: Power on, HDD access, External power, Scroll lock, Low battery (with audio alarm), Num lock, and Cap lock. | X | X |
| Indicator lights/LEDs-MDT shall have indicators that are visible with the MDT opened or closed that include: Active wireless device, fully charged battery | X | X |
| Touch screen used by use of finger or blunt instrument (active pens or stylus' are not acceptable). Shall be capable of being operated with gloved finger. (Passive stylus operation is acceptable as long as other requirements are met) | X | X |
| Display shall be readable in full sunlight | X | X |
| LCD displays shall incorporate a heater | X | X |
| Built in pointing device should have an area (touchpad) to move curser by use of finger. Trackballs or post-type devices are unacceptable. | X | X |
| Hardware drivers, hardware upgrades, and BIOS upgrades shall be provided throughout the period of the warranty. These drivers/upgrades shall be user installable/upgradeable without voiding warranty. | X | X |
| All hardware and ports shall support Windows "plug and play" | X | X |
| Minimum two (2) USB 2.0 ports | X | X |
| RJ-45 Ethernet \geq 10/100Mb | X | X |
| External Monitor port | X | X |
| Integrated speakers (2) with sound \geq 16-bit | X | X |
| External microphone port | X | X |
| Audio ports | X | X |
| Docking station port shall allow connection to the docking station with connectivity to (1) external RF antenna, external USB ports, ethernet, and power. | X | |
| Docking station port shall allow connection to the docking station with connectivity to (2) external RF antenna, external USB ports, ethernet, and power. | | X |
| MDTs shall include DVD-RW/CD-RW | X | |
| MDTs shall include GPS. GPS shall be internal design with antenna that does not protrude from the case, or require external antenna mount. Receiver shall be compatible with commercial quality law enforcement AVL systems to support Tri-Tech. | | X |

MDT REQUIREMENTS

| | | |
|---|---|---|
| Operating system – Windows 7 professional backwards compatible to Windows XP professional. | X | X |
| HDD - Individually quoted pricing for Hard Drive specifications: • Heated rugged hard drive ≥120GB | X | X |
| Handle to carry the MDT | X | X |
| MDT(s) offered shall support the Pentax P3 Plus printer through a USB interface | X | |
| MDT(s) offered shall support the MagTek Mini card reader through a USB interface | X | |

WARRANTY/TRAINING:

Vendor shall be fully responsible for any and all warranty work whether or not they are the manufacturers of the equipment, and/or its component parts. Vendor shall provide the actual warranty coverage unless City employees choose to make the repairs in-house. In addition, vendor shall have or establish a single, local source that will accomplish or coordinate any necessary warranty work. Vendor shall respond to requests for warranty assistance within twenty-four (24) hours. Warranty for new units shall start the day the unit is received by the City.

Vendor shall provide training or work with manufacturer to provide training to designated City employees who need to support end-users through warranty and non-warranty repairs, technical issues and installation of peripherals. Vendor shall provide component level or the highest level of certification offered to designated City employees. Vendor shall provide periodic continual training as requested at no additional cost to the City.

MAINTENANCE REQUIREMENTS MDTs and DOCKING STATIONS

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| Warranty period: 3 Year manufacturer warranty including parts and labor for all equipment (including main batteries). All in-warranty repairs performed by the manufacturer shall be performed with a 72 hour turn-around from the time received with all shipping prepaid. Provide details on equipment and services that are covered during the standard warranty period. |
| The City shall perform warranty repairs in house. Necessary training sessions adequate to certify City employees to perform in-warranty, board/component level repair on the selected MDT(s) AND docking station(s) shall be provided. This training shall take place at a City of Denver facility determined by the EEB staff, and shall be provided at no additional cost to the City of Denver. Vendor shall work with General Dynamics to provide Level III training to designated City employees for support of end users, warranty and non-warranty repairs, technical issues and installation support for MDTs. Credits for successful warranty repairs shall be applied on a case by case basis at \$70 per documented warranty repair. Vendor shall work with Gamber Johnson to provide parts and training of designated City employees to perform in-house repairs on docking stations. Vendor shall supply the City with two quoted docking stations to DPD and two quoted docking stations to DFD to be used as spares. |
| The City requires vendor maintain inventory of frequently used repair parts for five years after the model being supplied to the City is discontinued, available to be on-site within forty eight hours after receipt of order for repair of equipment. If the part ordered is not available, the next higher assembly inclusive of that part shall be shipped at no additional cost. The City requests vendor, upon award, stock parts the City requires. Refurbished parts shall not be used. |
| At the time of shipment of the new MDTs and docking stations, an inventory of common replacement parts to support the unit(s) shall be shipped as well. |
| Parts/components for the repair of in-warranty MDTs and docking stations shall be provided to the City at no cost, providing that the repair is not due to abuse. |
| Schematics, service manuals, and parts lists shall be provided for MDT(s) and docking stations. |

Any in-warranty repairs performed by the manufacturer (if needed) shall be performed with a 72 hour turn-around from the time received (with shipping prepaid).

Specify the vendor or dealership where warranty work will be done when work will not be done in-house:

Vendor: General Dynamics (laptops) / Gamber Johnson (docking stations)

Address: 250 S. Mipitas Blvd. / 3001 Borham Ave.

City, State and Zip Code: Milpitas, CA. 95035 / Stevens Point, WI. 54481

DOCKING STATION REQUIREMENTS:

| DOCKING STATION REQUIREMENT – GROUP B | DPD | DFD |
|--|------------|------------|
| Docking station shall be compatible with D&R model LT5202-T mounting arm, or include any adapters necessary to mate the docking station to this mount for DPD. As there are several different types of fire trucks, DFD shall fabricate mounts to attach to any docking station. | X | |
| Docking stations shall be certified by MDT manufacturer for use with specified MDT. | X | X |
| Docking station(s) shall provide at least 4 USB ports which have switched power and interface to the MDT(s) without cabling (meaning that the MDT can be removed from the docking station without unplugging any peripherals). | X | X |
| Two USB connectors shall be easily accessible to the user. | X | |
| Light to indicate MDT is docked | X | X |
| Docking station(s) shall provide at least one Ethernet port which interfaces to the MDT(s) without cabling (meaning that the MDT can be removed from the docking station without unplugging any peripherals). | X | |
| Docking stations shall include appropriate dc-dc converters in order to power the docking station/computer with nominal 12VDC vehicle power. | X | X |
| Docking stations shall include at least one (1) RF pass-through | X | |
| Docking stations shall include at least two (2) RF pass-throughs | | X |
| Docking stations preferences are a locking mechanism located on the front of the dock. It shall have a footprint as close to the size of the MDT as possible, and provide for easy alignment and insertion of the MDT from the driver's seat. | X | X |
| Overall width with MDT inserted shall be < 12.5 inches wide. | X | X |
| The warranty period of the docking stations shall be 3 years. | X | X |

THERMAL PRINTERS/CARD READERS:

The MDTs purchased by DPD shall be connected to a Pentax Pocketjet 3 Plus printer and a MagTek Mini card reader through a USB interface. The DPD may replace approximately 500 of both the printers and readers. The decision to replace these items shall be based on business needs and available budgetary funding.

ESTIMATED QUANTITIES:

Quantities listed are the City's best estimate and do not obligate the Buyer to order or accept more than City's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that this MPO is to supply the City with its complete actual requirement of the materials specified in this proposal for the resulting MPO period.

F.O.B. POINT:

All prices quoted shall be at a firm price F.O.B. Denver, Colorado, delivered to:

**Technology Services – Electronic Engineering Bureau
1930 35th St.
Denver, CO. 80216**

DELIVERY CONSIDERATIONS:

Based on business needs and available budgetary funding, the City anticipates purchasing 600 MDTs, 600 docking stations, from 2010 thru 2015. Thermal printers and mag readers shall be purchased on an as needed basis. These quantities are estimates only. The City intends to order seventy to one hundred MDTs immediately after award with these units to be delivered within two (2) weeks after receipt of order. Subject to budget availability, the City shall order approximately one hundred to two hundred and fifty MDTs on an annual basis for the remaining years of the resulting MPO.

For initial order, vendor shall guarantee delivery within two (2) weeks after receipt of order

Deliveries are to be made as soon as possible after orders are placed and are anticipated within a two (2) to four (4) week period.

END OF LIFE (EOL) PRODUCT TRADE-IN:

This MPO includes a trade-in discount, to be issued as a credit, for current City owned units. It is the City's expectation that this discount shall apply to all units purchased under this MPO at their respective EOL. The City shall dispose of both the current City owned EOL units and the units purchased under the resulting MPO by using its e-recycling contract at its own cost. The City has approximately six hundred (600) Itronix: IX260+, GoBook III units applicable for the trade-in credit.

The City may choose at its discretion to maintain possession of EOL units for the purpose of support and maintenance on units yet to be retired. In the event that City chooses to maintain possession of legacy GoBook III laptop(s) for purposes of service, maintenance, and support of remaining GoBook III units deployed, the City's EEB shall provide General Dynamics Itronix with the each unit's serial number and total quantity of units retained. The City shall be debited One Hundred Dollars (\$100) per unit used for support and maintenance purposes.

COOPERATIVE PURCHASING:

The City encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City supports

such cooperative activities. Further, it is a specific requirement of this MPO that pricing offered herein to the City may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

Vendor shall deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City shall not be liable for any costs, damages incurred by any other entity.

PRICING INFORMATION:

All prices quoted shall be firm and fixed. However, in the event the market price on any item is reduced during the period of the MPO vendor shall, for that item, reduce the proposal price to the City accordingly.

PROPOSAL ITEMS:

ITEM NO. 1: MDT (GROUP A):

| Description | Unit Price |
|--|--|
| Base price with configuration for DPD with 3 Yr warranty and imaging Manufacturer: General Dynamics: Itronix Manufacturer no. GD8000-HHDA4NBB3E | \$ 3,727.62/ea |
| Base price with configuration for DFD with 3 Yr warranty and imaging Manufacturer: General Dynamics: Itronix Manufacturer no. GD8000-HHAA2NBC3F | \$ 3,973.86/ea |
| <p style="text-align: center;"><u>Optional Hard Drive Upgrade</u></p> <p style="text-align: center;">- 320GB</p> <p style="text-align: center;"><u>Optional Solid State Hard Drive</u></p> <p style="text-align: center;">- 128GB</p> <p style="text-align: center;">- 256GB</p> | <p style="text-align: center;">\$204.60/ea</p> <p style="text-align: center;">\$ 477.40/ea</p> <p style="text-align: center;">\$ 811.58/ea</p> |
| Trade in discount* | \$ (300)/ea |
| *For billing purposes, the total amount invoiced to the City shall be the unit price minus trade in discount. For example; unit price is \$3,727.62 minus \$300, the total amount invoiced to the City for that unit would be \$3,427.60. | |

UPGRADES:

To account for technological enhancements that may occur over the life of the MPO and to ensure that the City is always receiving the most up to date computer equipment, certain components of the proposed item's configuration have been identified and ranked as to their position within the current product offerings. These components are as follows:

- Hard Drives
- Video Cards
- RAM Memory
- Processors

For example, the City is requiring a 120GB hard drive. If, within the hard drive offerings, there is a 320GB and a 120GB, then the 120GB specified would be the "second" rated hard drive. For the purposes of this MPO, the "second" rate Hard Drive shall be offered at the quoted price, with a minimum of 120GB required. Should technological enhancements occur within the Hard Drive line resulting in a new 160GB unit, followed by a 140GB, vendor shall be required to enhance the computers sold to the City by providing the 140GB Hard Drive, which is now the "second" offering. Similar requirements exist for each of the other identified components.

- Hard Drive Offered: Part #: GD8000-02H, Number (#) of GB: 160GB

Ranking within your product line: 4th

Superior Hard Drives Currently Offered:

| | |
|-----------------------------|------------------------------|
| Part #: <u>62-0843-001R</u> | GB: <u>320</u> |
| Part #: <u>62-0851-001R</u> | GB: <u>256 (solid state)</u> |
| Part #: <u>62-0841-001R</u> | GB: <u>128 (solid state)</u> |

- Video Card Offered: Part #: Intel GMA 4500 MHD

Ranking within your product line: Sole Offering

- RAM Memory Offered: Part #: GD8000-02H (DDR3), # of GB: 2

Ranking within your product line: 5th

Superior RAM Currently Offered:

| | |
|--|--------------|
| Part #: <u>62-0848-001R (2x)</u> | GB: <u>8</u> |
| Part #: <u>62-0848-001R & 62-0782-001R</u> | GB: <u>5</u> |
| Part #: <u>62-0848-001R</u> | GB: <u>4</u> |
| Part #: <u>62-0779-001R & 62-0782-001R</u> | GB: <u>3</u> |

- Processor Offered: Part #: Intel Core 2 Duo (SL9400) 1.86 GHz

Ranking within your product line: Sole Offering

If vendor's proposed model becomes EOL before the termination of the resulting contract, vendor shall offer the superseding model at the same pricing and terms and conditions of the resulting contract.

ITEM NO. 2 EXTENDED WARRANTIES (GROUP A):

The warranty provided during years #4 and #5 shall mirror that provided under the warranty period in years #1 through #3. All labor, travel costs or materials required shall be included in the pricing listed below.

Warranty for Year #4: \$ 279/unit

Warranty for Year #5: \$ 279/unit

ITEM NO. 3 THERMAL PRINTERS (GROUP C); PENTAX PJ3:

Pentax Model Pocketjet 3 Plus printer with 14' power cable and 10' USB cable. Mfg Part no. 205537-501 (Engine Only) and 205578-501 Power Cable (12VDC – Vehicle). Unit shall come with the two (2) Yr Extended Hot Swap Warranty. The USB cable shall be Mfg: IEC (PN: M2405-10, Male USB type A to Male Mini type B) or Mfg: Pentax (PN: 205581-551).

Pentax Printer as specified: \$ 343.66/ea

14' Power Cable as specified: \$ 15.54/ea

10' USB Cable as specified: \$ 7.77/ea

*If these products become discontinued, vendor shall provide the products that supersede them at the quoted prices above.

ITEM NO. 4 CARD READERS (GROUP C); MAGTEK MINI:

Magtek Mini-Reader HID / USB / 1, 2, 3 Track w/ 6ft. cord. Mfg Part no. 21040102

Magtek Reader as specified: \$ 48.01/ea

*If this product becomes discontinued, vendor shall provide the product that supersedes it at the quoted price above.

ITEM NO. 5 DOCKING STATIONS (GROUP B):

Docking Station: \$550/ea

Manufacturer and Model no. Gamber Johnson 7160-0194-02

*If this product becomes discontinued, vendor shall provide the product that supersedes it at the quoted price above.

VENDOR PERFORMANCE MANAGEMENT:

The Purchasing Department may administer a vendor performance management program as part this proposal and resulting contract. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.