PURCHASING ITEM
FOR
COUNCIL AGENDA

1. Agenda Item Number: 39

2. Council Meeting Date: July 31, 2008

TO: **MAYOR & COUNCIL**

THROUGH: **CITY MANAGER**

3. Date Prepared: July 11, 2008

4. Requesting Department: Fire Department

5. SUBJECT: Approval of an Agreement for the purchase and installation of a custom radio communication system for the Emergency Operations Center (EOC) from Interop-Solutions, L.L.C., sole source, in an amount not to exceed $75,790.

6. RECOMMENDATION: Recommend approval of an Agreement for the purchase and installation of a custom radio communication system for the EOC from Interop-Solutions, L.L.C., sole source, in an amount not to exceed $75,790.

7. HISTORICAL BACKGROUND/DISCUSSION: : The City of Chandler is currently in the process of building a new Emergency Operations Center (EOC) as part of the new Fire Department Headquarters. The need to improve communications at the City of Chandler's EOC is essential to the success of this project. This part of the overall project will be implemented at our existing EOC and then transferred to our new building when it is complete.

The City of Chandler currently lacks the ability to adequately communicate effectively during a disaster from the EOC. Our current EOC communications is limited to telephones, one (1) Fire department Radio, one (1) Police radio and HAM radio operators. We are currently limited to monitoring one (1) police and one (1) fire channel at a time. The expansion of our communication system will greatly improve communications between private agencies, local jurisdictions, county and state agencies.

The proposed communications system will allow anyone in the EOC to monitor any frequency / agency that we choose in the system from any computer in the EOC or identified computers outside the EOC. We will be able to monitor, create talk groups and respond to these different units / agencies in a coordinated manner from any computer in the EOC. The proposed system allows us to monitor phones (landline & Nextel), radios (UHF, VHF, 700mHtz, 800mHtz) internally with this software. The cost of purchasing separate systems to monitor each of the frequencies would be extremely prohibitive. This system increases our ability to communication from the EOC and provides an expandable system to meet our future needs within our budget.

8. EVALUATION PROCESS: The Paraclete software that is part of this communication system is an incident management and communications management application that is proprietary and can only be purchased through Interop-Solutions.

9. FINANCIAL IMPLICATIONS: Funds for this service are available in: 101.2210.0000.5412

10. PROPOSED MOTION: Move to approve an Agreement for the purchase and installation of a custom radio communication system for the EOC from Interop-Solutions, L.L.C., sole source, in an amount not to exceed $75,790.

APPROVALS

11. Requesting Department
Lance Trella, Battalion Chief

12. Department Head
Tom Carlson, Acting Fire Chief

13. Procurement Officer
Carolee Stees, CPPB

14. City Manager
W. Mark Pentz

CC Form 10 - 02/95

CITY OF CHANDLER
SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **Interop-Solutions LLC** , hereinafter referred to as "CONTRACTOR".

WHEREAS, the Mayor and City Council of the City of Chandler is authorized and empowered by provisions of the City Charter to execute contracts for services; and

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR

1.1 CONTRACTOR shall act under the authority and approval of the Fire Department Battalion Chief /designee, to provide the services required by this Agreement.

1.2 The CITY reserves the right to review and approve any/all changes to CONTRACTOR'S key staff assigned to the City of Chandler project by the firm during the term of this Agreement.

2. SCOPE OF WORK: CONTRACTOR shall provide equipment, installation services and training all as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference.

3. ACCEPTANCE AND DOCUMENTATION: Each task shall be reviewed and approved by the Fire Department Battalion Chief/designee to determine acceptable completion.

4. FEES: CITY shall pay to CONTRACTOR an amount not to exceed Seventy-five Thousand Seven Hundred Eighty-eight Dollars ($75,788) for the work, which sum shall include all costs or expenses incurred by CONTRACTOR payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.

5. TERM: Following execution of this Agreement by CITY, CONTRACTOR shall immediately commence work and shall complete all services described herein within sixty (60) calendar days from the date hereof.

6. TERMINATION

6.1. Termination for Convenience: CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORs to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

6.2. **Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement

2) If CONTRACTOR is adjudged a bankrupt or insolvent;

3) If CONTRACTOR makes a general assignment for the benefit of creditors;

4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;

5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;

6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

6.3. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

7. GENERAL TERMS

7.1 **Entire Agreement:** This Agreement, including Exhibits A, B and C attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

7.2 **Arizona Law:** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

7.3 **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

8. CONFLICT OF INTEREST

8.1. **No Kickback:** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.

8.2 **Kickback Termination:** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY'S departments or agencies is, at any time while the

Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from the CITY is received by all other parties to the Agreement, unless the notice specifies a later time (A.R.S. §38-511).

8.3 **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

9. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Department:	Fire
Contact:	Lance Trella
Mailing Address:	PO Box 4008 MS 801
Physical Address:	221 E. Boston Street
City, State, Zip	Chandler, AZ 85244
Phone:	480-782-2140
FAX:	480-782-2125

In the case of the CONTRACTOR

Firm Name:	Interop-Solutions
Contact:	Hal Bassett
Address:	2307 W. Fairmont Drive
City, State, Zip	Tempe, AZ 85282
Phone:	602-431-9126
FAX:	602-431-9127

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

10. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

11. **TAXES:** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.

12. **SUBCONTRACTORS:** During the performance of the Agreement, the CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. The addition of any SUBCONTRACTORS shall be subject to the prior approval of the CITY. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the CONTRACTOR.

13. INDEMNIFICATION AND INSURANCE

13.1. Indemnification

The Contractor agrees to indemnify, defend, and save harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively; from all losses, claims, suits, actions, payments and judgments, demands, expenses, attorney's fees, defense costs, or actions of any kind and nature resulting from personal injury to any person, including employees of the Contractor or of any Sub Contractor employed by the Contractor (including bodily injury

and death) or damages to any property, arising or alleged to have arisen out of the negligent performance of the Contractor for the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.

The amount and type of insurance coverage set forth in this Agreement shall not be construed in any way to limit the scope or magnitude of the indemnity provisions of this paragraph.

13.2. Insurance Representations and Requirements:

A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.

C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.

D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.

H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of $25,000 will only be accepted with the permission of the Management Services Director/Designee.

I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.

J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.

K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

13.3 Proof of Insurance – Certificates of Insurance

A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.

B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.

C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.

D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

13.4 Coverage

A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;

D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;

E. Claims for damages insured by usual personal injury liability coverage;

F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.

H. Claims for bodily injury or property damage arising out of completed operations;

I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;

J. Claims for injury or damages in connection with one's professional services;

K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

13.5 Commercial General Liability - Minimum Coverage Limits

The Commercial General Liability insurance required herein shall be written for not less than $1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of $1,000,000 per occurrence (or 10% per occurrence) and an aggregate of $2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

13.6 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than $1,000,000 or 10% of the contract cost and with a $2,000,000 aggregate.

13.7 Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of $5,000,000 per accident for bodily injury and property damage.

13.8 Worker's Compensation and Employer's Liability

CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease coverage for each employee, and $1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

13.9 Contractual Liability

CONTRACTOR shall maintain Contractual Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by CONTRACTOR, or any person employed by CONTRACTOR, with a claims made policy limit of not less than $1,000,000.

14. SEVERABILITY AND AUTHORITY

14.1 Severability: if any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

14.2 Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of _____ 2008.

FOR THE CITY OF CHANDLER	FOR THE CONTRACTOR
_____ Date MAYOR	By: _____ Signature
ATTEST:	ATTEST: If Corporation
_____ City Clerk	_____ Secretary
_____ City Attorney	SEAL

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IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of _____ 2008.

FOR THE CITY OF CHANDLER

_____ Date
MAYOR

ATTEST:

_____
City Clerk

_____
City Attorney

SEAL

FOR THE CONTRACTOR

By: _____
Signature

ATTEST: If Corporation

_____
Secretary

EXHIBIT A
SCOPE OF WORK

NOTE: The dates provided assume a start date of August 1, 2008.

Contractor shall provide the following equipment, installation and training services:

Build
Contractor shall order parts for Paraclete System August 4, 2008 and acquire items August 18, 2008.
Contractor shall install the following items in a 61" computer cabinet provided by City September 2, 2008:

- (4) Motorola XTL 5000 800 MHz radios (Provided by City)
- (2) Kenwood TK-8180 UHF radios
- (3) Kenwood TK-7180 VHF radios
- (9) JPS ARA-1 Intelligent Interface Units
- (9) Radio/ARA-1 Mounting Brackets
- (1) Interop-Solutions H-Frame Mounting System
- (1) Comtrol Device Master Serial-to-Ethernet Hub
- (2) 19" Cable Management Trays
- All associated power, audio and control cabling
- (1) DATACOMM RM5012M 12VDC Power Supply
- (1) APC 3KW UPS (Provided by City)
- (2) IBM Servers (Provided by City)
- Load Paraclete (9 radios) and PBX software

Test
Contractor shall complete the following tests prior to delivery September 15, 2008:

- Test each radio for proper voltage and output power/reflected power
- Test each radio for proper load
- Test Kenwood radios for proper remote channelization
- Test JPS ARA-1s for proper operation
- Test Device Master for proper remote radio loading and channelization
- Test DATACOMM RM5012M for proper voltage and operation
- Test UPS for battery runtime and proper operation
- Work with City of Chandler representative to verify and insure accuracy of Paraclete databases

Installation
Contractor shall complete installation as follows September 15-17, 2008:

Roof of present Emergency Operations Center (EOC) – 163 S. Price Road, Chandler

- Fabricate/purchase antenna mounts for the (9) antennas associated with the system
- Run LMR400 cable from the roof to the location in the building selected by City

Computer Space at EOC

- Install Paraclete System Cabinet
- Connect power, network and antenna cabling
- Install lightening protection system
- Verify all previous testing

EOC

- Install system Administration PC (Provided by City)
- Install Paraclete client software in designated existing PCs
- Test Paraclete operations in all effected PCs

Training

Contractor shall provide the following training services:

- Perform "Emergency Manager" Training Week of August 25, 2008
  (This training pertains to database entry and scenario creation and is performed during the Build/installation phase) -2 days (8 hours each day for up to twenty (20) trainees)
- Perform "Operator" Training Week of September 22, 2008
  (This training is designed for dispatchers and any EOC personnel that may be responsible for communicating with "On-Scene" or support personnel and is performed after system installation) - 2 days (8 hours each day for up to twenty (20) trainees)

Future EOC Installation

Contractor shall return at a time to be determined by the City of Chandler, to remove the system from the present EOC (163 S. Price Road, Chandler) and re-install it in the new EOC at the new Fire Headquarters to be located at the Southeast corner of Washington and Boston Streets.

EXHIBIT B
FEE SCHEDULE

Item	Price	Quantity	Total
Kenwood TK-8180 UHF Radio Kit	$2,270.40	2	$4,540.80
Kenwood TK-7180 VHF Radio Kit	$2,270.40	3	$6,811.20
800 MHz Antenna FG8063	$144.00	4	$576.00
UHF Antenna FG4503	$226.00	2	$452.00
VHF Antenna FG-1523	$156.00	3	$468.00
LMR400 Coaxial Cable 1000 Foot Reel	$1,100.00	1	$1,100.00
N-Type Male LMR400	$8.60	9	$77.40
N-Type Female LMR400	$9.92	9	$89.28
Mounting Bracket Fiberglass Antenna	$21.32	9	$191.88
Polyphaser Lighting Protection 1.5 - 400 MHz	$77.00	3	$231.00
Polyphaser Lighting Protection 50 - 700 MHz	$77.00	2	$154.00
Polyphaser Lighting Protection 125 - 1000 MHz	$77.00	4	$308.00
Blank Ground Bar	$111.75	1	$111.75
JPS ARA-1 Interoperability Device	$995.00	9	$8,955.00
JPS Interface Cable Motorola XTL5000	$249.00	4	$996.00
JPS Interface Cable Kenwood TK-X180 Series	$150.00	5	$750.00
Ethernet Cable	$3.23	12	$38.76
Device Master Serial Hub	$1,249.99	1	$1,249.99
Logitech Wireless Headset	$99.00	6	$594.00
Logitec Desktop Microphone	$29.00	6	$174.00
Altec Lansing Desktop Speakers	$21.00	6	$126.00
19" Cable Management Tray	$43.75	2	$87.50
BNC RG-58/U Patch Panel	$106.25	1	$106.25
H-Bracket	$156.25	1	$156.25
4' Faceplate H-Frame	$66.00	3	$198.00
Label Tape 1/2" Black on White	$13.44	1	$13.44
Label Tape 1/2" Gold on Black	$16.88	1	$16.88
Label Tape 1/2" White on Black	$16.88	1	$16.88
Ground Buss Bar	$7.50	1	$7.50
Rack Screws	$0.09	52	$4.68
DATACOMM Power Supply 13.8 VDC RM5012M	$503.81	1	$503.81
ATC Fuse Block	$21.80	1	$21.80
25 AMP Blade Fuse ATC-25	$0.21	9	$1.89
Rack Screws	$0.09	48	$4.32
Buildout Labor@ $140.00 per hour X 2 workers	$2,240.00	3	$6,720.00
Training	$900.00	2	$1,800.00
Installation @ 140.00per hour X 2 workers	$2,240.00	5	$11,200.00
System Transportation	$200.00	1	$200.00
Paraclete License (Per Radio)	$2,500.00	9	$22,500.00
Tax @ 8.2%			$4,234.01
Total Taxable			$51,634.26

Total	$75,788.27

EXHIBIT C

Interop-Solutions Paraclete End User License Agreement (v1.0)

NOTICE TO USER: PLEASE READ THIS CONTRACT CAREFULLY. BY USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR, THE LIMITATIONS ON: USE CONTAINED IN SECTION 3; TRANSFERABILITY IN SECTION 4; WARRANTY IN SECTION 7; LIABILITY IN SECTION 8, YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THIS SOFTWARE.

1. Agreement, This End User License is granted pursuant to an Agreement, hereinafter referred to as the "Agreement", between Interop-Solutions, LLC and the City of Chandler allowing for governmental use of the Paraclete Incident Response System within the City of Chandler for an indefinite period of time.

2. Definitions. "Software" means (a) all of the contents of the files, disk(s), CD-ROM(s) or other media with which this Agreement is provided, including but not limited to (i) Interop-Solutions or third party computer information or software; (ii) digital images, photographs, clip art, sounds or other artistic works ("Stock Files"); (iii) related explanatory written materials or files ("Documentation"); and, (b) upgrades, modified versions, updates, additions, and copies of the Software, if any, licensed to you by Interop-Solutions (collectively, "Updates"). "Use", "Used" or "Using" means to access, install, download, copy or otherwise benefit from using the functionality of the Software in accordance with the Documentation. "Permitted Number" means one (1) unless otherwise indicated under a valid license (including volume licenses) granted by Interop-Solutions. "Computer" means one central processing unit (CPU) that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions. "Interop-Solutions" means Interop-Solutions LLC, an Arizona corporation, 2307 W. Fairmont Drive, Tempe, Arizona 85282. "API" means the application program interface portion of the Software, owned by Interop-Solutions or third parties and delivered to Customer hereunder as part of the Software. "Documentation" means all online help files and written instruction manuals regarding Use of the Software. "Confidential Information" means all Software, APIs, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object codes and machine-readable copies of the Software, source code of or relating the Software, and any other proprietary information (propriety information of third parties) supplied to the City of Chandler by Interop-Solutions, or by the City of Chandler by Interop-Solutions, and clearly marked as "Confidential Information," or, in the case of Software, regardless of whether so marked. "Paraclete" means the software which constitutes the Paraclete Incident Response System. "City of Chandler" is the Customer.

3. Software License. As long as the City of Chandler complies with the terms of this End User License Agreement and the aforementioned, "Agreement," including without limitation timely payment of all amounts due hereunder, Interop-Solutions grants to you a non-exclusive and non-transferable right and license to use the Software for the purposes described in the "Agreement." Some third party materials included in the Software may be subject to other terms and conditions, which are typically found in a "Read Me" file located near such materials.

3.1. General Use. The Agreement provides for citywide use of the Paraclete license.

3.2 License Restrictions. A current Paraclete Software License is required for each server or computer on which Paraclete Software is installed.

3.3 Installation; Implementation; Training. If Customer wishes to purchase installation, implementation or training services from Interop-Solutions, it may do so through execution of a separate written services agreement.

4. Intellectual Property Rights. The Software and any copies that you are authorized by Interop-Solutions to make are the intellectual property of and are owned by Interop-Solutions LLC and its suppliers. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Interop-Solutions Systems Incorporated and its suppliers. The Software is protected by copyright, including, without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. You may not copy the Software, except as set forth in Section 2 ("Software License"). You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. Any information supplied by Interop-Solutions or obtained by you, as permitted hereunder, may only be used by you for the purpose described in the Agreement, referred to herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Software. Customer further agrees that it shall not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license, sublicense, encumber or otherwise transfer to others any rights in any portion of the Software or Documentation; (b) attempt, or knowingly permit or encourage others to attempt to decompile, decipher, disassemble, reverse engineer or otherwise decrypt or discover the source code of all or any portion of the Software; (c) write or develop any derivative works based on the Software; (d) use any portion of the Software, including, without limitation, any of its APIs, in any manner except as expressly provided in this Agreement; (e)

provide, disclose, divulge or make available to, or permit use of the Software by persons other than Customer's employees, subcontractors or consultants (who are bound through Customer by terms no less protective of Interop-Solutions than this Agreement and any additional restrictions set forth in the Documentation; (f) remove, efface or obscure any copyright notices or proprietary notices or legends from the Software or any Confidential Information provided by Interop-Solutions; or (g) violate any additional license restrictions set forth in this Agreement or the Software Documentation.

4.1. Transfer. You may not, rent, lease, sell, transfer, sublicense, un-bundle and/or repackage for distribution or resale, or authorize all or any portion of the Software to be copied onto another user's computer except as may be expressly permitted herein. This also applies to education, pre-release, or not for resale copies of the Software

5. Compliance with Licenses. If you are a business or organization, you agree that upon request from Interop-Solutions or Interop-Solution's authorized representative, you will within thirty (30) days fully document and certify that use of any and all Interop-Solutions Software at the time of the request is in conformity with your valid licenses from Interop-Solutions.

6. Mutual Covenants. Each party acknowledges that the other party's Confidential Information constitutes valuable trade secrets and agrees that it shall use the other party's Confidential Information solely in accordance with the provisions of this Agreement and shall not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent, and shall safeguard the other party's Confidential Information from unauthorized use and disclosure using measures that are equal to the standard of performance used by such party to safeguard its own Confidential Information of comparable value, but in no event less than reasonable care. However, Confidential Information of a party does not include information that (a) is rightfully publicly available, (b) has been rightfully obtained by such party from third parties without restrictions on disclosure, or (c) was independently developed by such party without reference to the other party's Confidential Information. If any party is requested or required to disclose the other party's Confidential Information by a government authority or by court-ordered subpoena, or similar process, that party shall promptly notify the other party of such request or requirement so that the other party may seek an appropriate protective order or other appropriate relief and/or waive compliance with provisions of this Agreement, and if, in the absence of such relief or waiver hereunder, any party or its representatives are, in the opinion of its counsel, legally compelled to disclose Confidential Information, then that party may disclose such of the Confidential Information to the person compelling disclosure as is, according to such opinion, required, without liability hereunder. Both parties agree that neither party shall disclose the existence or terms of this Agreement, except as required by law. Notwithstanding anything contained in this Agreement to the contrary however, and provided in each case that the disclosing party has received written non-disclosure covenants standard in the industry, a party shall have the right to disclose this Agreement, or any part hereof, to its employees, consultants and advisors, or to any third party providing, and/or proposing to provide, financing (equity or debt) to such disclosing party or its subsidiaries or in connection with any proposed assignment of this Agreement permitted hereunder. Furthermore, a party shall have the right to disclose this Agreement in accordance with applicable securities laws; provided, that such disclosing party shall use reasonable efforts (in coordination with the other) to seek confidential treatment of any pricing or other sensitive and confidential terms set forth in this Agreement in the event of any such disclosure required by applicable securities laws.

7. Warranty. Interop-Solutions warrant to Customer for the term of this Agreement that the Software shall perform substantially in accordance with the Documentation. Interop-Solutions does not warrant that the Software shall operate in combination with other software selected by Customer, or that the Software shall operate uninterrupted or free of errors. If the Software does not perform as warranted, Customer's sole and exclusive remedy shall be as follows: Interop-Solutions shall undertake reasonable efforts to correct the Software running on the Customer's hardware configuration, and if, after undertaking such reasonable efforts, Interop-Solutions determines that it is unable to correct the Software because of changes or upgrades to the original hardware configuration under which the Software was warranted to operate, Interop-Solutions may be retained at the discretion of the Customer, to make changes to the Software to make it operate on the upgraded hardware configuration. Interop-Solutions further warrants that Product Support shall be performed in a professional and workmanlike manner and agrees to re-perform any services that fail to comply with the foregoing warranty.

7.1 Warranty Conditions and Limitations. The limited warranties in Section 7 are made to and for the benefit of Customer only and are conditioned upon Customer's use of the Software in accordance with the terms of this Agreement, the Documentation and other reasonable instructions provided by Interop-Solutions. These limited warranties shall not apply to the extent that Software fails to perform as warranted under Section 7 because of and would not have so failed but for: (a) modifications made to the Software (other than those provided by Interop-Solutions under this Agreement or through Product Support); (b) Customer's failure to implement enhancements as required by Interop-Solutions; (c) Use of the Software in connection with any computer equipment or devices not specified in the Documentation or not otherwise approved in writing by Interop-Solutions; or (d) installation or Use of the Software contrary to the specifications and directions contained in the Documentation or other reasonable instructions of Interop-Solutions.

7.2 Disclaimers. THE WARRANTY SET FORTH IN SECTION 7 STATES INTEROP-SOLUTIONS'S SOLE AND EXCLUSIVE WARRANTY TO CUSTOMER AND ANY THIRD PARTY CONCERNING THE SOFTWARE AND ALL OTHER ITEMS AND SERVICES PROVIDED HEREUNDER AND THE EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 INTEROP-SOLUTIONS MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SOFTWARE OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY INTEROP-SOLUTIONS. CUSTOMER SHALL NOT HAVE THE RIGHT TO MAKE OR PASS ON, AND SHALL TAKE ALL MEASURES NECESSARY TO ENSURE THAT NEITHER CUSTOMER NOR ANY OF ITS AGENTS OR EMPLOYEES SHALL MAKE OR PASS ON, ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION ON BEHALF OF INTEROP-SOLUTIONS OR ITS LICENSORS.

7.3. Exclusion of Unauthorized Warranties. No employee, agent, representative or affiliate of Interop-Solutions has authority to bind Interop-Solutions to any oral representations or warranty concerning the Software or Product Support. Any written representation or warranty not expressly contained in this Agreement is not authorized and is unenforceable. No amendment to this Agreement altering or adding a representation or warranty shall be effective unless set forth in writing executed by an officer of Interop-Solutions and otherwise consistent with the requirements of Section 7.

8. Infringement Indemnification. Interop-Solutions agrees to either defend or settle, at its expense and discretion, any claim, demand, threat, suit or proceeding against Customer that the Customer's authorized and proper Use of the Software, in the form delivered by Interop-Solutions to Customer, directly infringes or misappropriates any United States patent issued as of the Effective Date, copyright, trademark or trade secret of any third party (collectively, "Claim") and shall pay any final judgments awarded or settlements entered into with Interop-Solution's prior authorization, provided that Customer gives prompt written notice to Interop-Solutions of any such Claim and gives Interop-Solutions the authority to proceed as contemplated herein. Interop-Solutions shall have the exclusive right to defend any such Claim and make settlements thereof at its own discretion, and Customer may not settle or compromise such Claim, action or allegation, except with prior written consent of Interop-Solutions. Customer shall give such assistance and information as Interop-Solutions may reasonably require to settle or oppose such Claims. In the event any such Claim is brought or threatened, Interop-Solutions may, at its sole option and expense: (a) procure for Customer the right to continue Use of the Software or infringing part; (b) modify or amend the Software or infringing part, or replace the Software or infringing part with other software having substantially the same or better capabilities; or (c) if neither of the foregoing is commercially practicable in Interop-Solutions's sole judgment, terminate this Agreement with respect to the infringing part of the Software and refund a pro rata portion of the license fees (based on a useful life equal to the term of this Agreement) paid by Customer for the infringing part.

8.1 Limitations; Exclusive Remedy. INTEROP-SOLUTIONS SHALL HAVE NO LIABILITY TO CUSTOMER OR THIRD PARTY FOR ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION, OR CLAIM THEREOF, BASED UPON: (A) ANY MODIFIED SOFTWARE EXCEPT FOR MODIFICATIONS CARRIED OUT BY INTEROP-SOLUTIONS; (B) USE OF THE SOFTWARE IN CONNECTION OR IN COMBINATION WITH EQUIPMENT, DEVICES, OR SOFTWARE NOT PROVIDED BY INTEROP-SOLUTIONS OR SPECIFIED IN WRITING BY INTEROP-SOLUTIONS (IF SUCH INFRINGEMENT OR CLAIM COULD HAVE BEEN AVOIDED BY THE USE OF OTHER EQUIPMENT, DEVICES OR SOFTWARE); OR (C) THE USE OF SOFTWARE OTHER THAN AS PERMITTED UNDER THIS AGREEMENT OR IN A MANNER FOR WHICH IT WAS NOT INTENDED OR USE OF OTHER THAN THE MOST CURRENT RELEASE OR VERSION OF THE SOFTWARE (IF SUCH CLAIM WOULD HAVE BEEN PREVENTED BY THE USE OF SUCH RELEASE OR VERSION). THE REMEDIES SET FORTH IN THIS SECTION 7 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES IN THE EVENT OF AN INFRINGEMENT CLAIM RELATING TO THE SOFTWARE OR PRODUCT SUPPORT.

9. Governing Law. This Agreement will be governed by and construed in accordance with the substantive laws in force in the State of Arizona. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

10. Notice to U.S. Government End Users. The Software and Documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Interop-Solutions LLC, 2307 W. Fairmont Drive, Tempe, Arizona 85282, USA. U.S. Government Licensing of Interop-Solutions Technology. You agree that when licensing Interop-Solutions Software for acquisition by the

U.S. Government, or any contractor therefore, you will license consistent with the policies set forth in 48 C.F.R. §12.212 (for civilian agencies) and 48 C.F.R. §§227-7202-1 and 227-7202-4 (for the Department of Defense). For U.S. Government End Users, Interop-Solutions agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

11. Export Rules. You agree that the Software will be used only in the City of Chandler and not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to Use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

12. General Provisions. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement may only be modified by a writing signed by an authorized officer of Interop-Solutions. Updates may be licensed to you by Interop-Solutions with additional or different terms. The English version of this Agreement shall be the version used when interpreting or construing this Agreement. This is the entire agreement between Interop-Solutions and you relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.