

**Amendment
City of Corpus Christi
Contracts and Procurement Department**

Date: September 29, 2020

Agreement No: 2659-Purchase of Radios for Public Safety

Reference: SA 2659

Amendment No. 1

Service Agreement Current Value \$3,567,032.20

The **CITY OF CORPUS CHRISTI, TEXAS**, hereinafter referred to as the City, and Dailey and Wells Communications, Inc., hereinafter referred to as the Contractor, do hereby acknowledge this amendment of the Purchase of Radios for Public Safety Agreement (the "Agreement").

I.

Section 1, Scope, of the Agreement is hereby deleted in its entirety and replaced with the following language.

"Contractor will provide Purchase of Radios for Public Safety ("Services") in accordance with the attached Scope of Work, as shown in Attachment A for Phase I and in Attachment A-1 for Phase II, the content of each amendment is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2."

II.

The first sentence of Section 2, Term, of the Agreement is hereby deleted in its entirety and replaced with the following language.

"This Agreement is for four years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department."

III.

Section 3, Compensation and Payment, of the Agreement is hereby deleted in its entirety and replaced with the following language. The purpose of this amendment is to account for a credit in the amount of \$28,875.00 for work that was completed by the City and the add additional compensation in the amount of \$4,186,689.20 for additional radios being purchased as part of Phase II.

"3. Compensation and Payment. This Agreement is for an amount not to exceed \$7,724,846.40. Payment will be made for Services completed and accepted by the City, subject to receipt of an acceptable invoice. All pricing for Phase I will be in accordance with Attachment B, which is attached hereto and incorporated by reference as if laid out here in its entirety. All pricing for Phase II will be in accordance with Attachment B-1, which is attached hereto and incorporated by reference as if laid out here in its entirety.

The payment for Phase I in the amount of \$3,538,157.20, at 0% interest, will be paid in three payments, in accordance with the following Phase I payment schedule:

November 22, 2019 - \$1,189,010.73 – already paid
October 1, 2020 - \$1,189,010.73
October 1, 2021 - \$1,160,135.74

The payment for Phase II in the amount of \$4,186,689.20, at 0% interest, will be paid in three payments, in accordance with the following Phase II payment schedule:

30 days after City Council approval - \$1,395,563.07
October 1, 2021 - \$1,395,563.07
October 3, 2022 - \$1,395,563.06

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277”

IV.

Section 10, Non-appropriation, of the Agreement is hereby amended to add the following sentence at the end of the paragraph.

“In the case of City’s exercise of this clause, the City will forfeit any funds paid to Contractor prior to date of termination as liquidated damages and promptly return to Contractor any and all equipment provided by Contractor to City.”

IV.

Attachment A-1: Phase II Scope of Work, which is attached hereto and incorporated by reference as if laid out in its entirety herein, is hereby added to the Agreement. The purpose of this amendment is to define the items to be purchased in Phase II.

V.

The payment schedule provided at the bottom of page 2 of Attachment B, Pricing Schedule, to the Agreement is hereby amended as follows. The purpose of this amendment is to show the credit in the amount of \$28,875.00 for certain programming of the Phase I radios that was performed by City staff.

“November 22, 2019 - \$1,189,010.73 – already paid
October 1, 2020 - \$1,189,010.73
October 1, 2021 - \$1,160,135.74

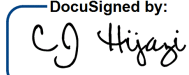
VI.

Attachment B-1: Phase II Pricing Schedule, which is attached hereto and incorporated by reference as if laid out in its entirety herein, is hereby added to the Agreement. The purpose of this addition is to lay out the pricing of the Phase II radio purchase that is being added as part of this Amendment.

VII.

Attachment C, Insurance and Bond Requirements, is hereby deleted in its entirety and replaced with the attached Attachment C: Insurance and Bond Requirements, which is attached hereto and incorporated by reference as if laid out in its entirety herein. The purpose of this amendment is to remove insurance requirements that are no longer needed.

The Contractor and the City agree to and shall abide by all terms and conditions of the original Agreement and any amendments to that Agreement and will acknowledge future renewals in this same manner to the extent that such acknowledgement is needed for documentation purposes.

DocuSigned by:

 C404C632B7B04A6... 9/9/2020

Name VP sales Date
 Title: Dailey and Wells Communications, Inc.

Kim Baker Date
 Director of Contracts and Procurement
 City of Corpus Christi, Texas

APPROVED AS TO LEGAL FORM:

Assistant City Attorney Date
 For City Attorney

Attachment A-1: Phase II Scope of Work

1. The Contractor shall provide 121 of XL-200P Portable Full Keypad, 700/800.
2. The Contractor shall provide 244 of XL-200P Portable Full Keypad, 700/800, C1D1.
3. The Contractor shall provide 19 of Base Station, W/ External Power Supply XG-75M Mobile, Scan Model, Front Mount, 764/870MHz, EDACS / P25 PHASE II.
4. The Contractor shall provide 6 XG-75M Mobile, Scan Model, Remote Mount, Dual Head, 764 / 870MHz, EDACS P25 PHASE II.
5. The Contractor shall provide 43 of XG-75M Mobile, Scan Model, Front Mount, 764 / 870MHz, EDACS / P25 PHASE II.
6. The Contractor shall provide 19 of CS7000 CONTROL STATION, LOCAL CONTROL, 764-870MHz, EDACS / P25 PHASE II.
7. The Contractor shall provide 585 of PORTABLE RADIO ACCESSORIES (Batteries).
8. The Contractor shall provide a feature upgrade for multi-key encryption and a quantity of 452 of a feature upgrade for P25 Trunking.
9. The Contractor shall ship radio equipment to the Dailey-Wells Corpus Christi facility for inventory and deployment.
10. The Contractor shall install all work at 321 John Sartain St., Corpus Christi, TX 78401. (Corpus Christi Police Department)
11. The Contractor shall conduct his work during normal business hours.
12. The Contractor shall install XG-75 mobile radios.
13. The Contractor shall develop XL/XG radio personalities with Corpus Christi.
14. The Contractor shall program the portable and mobile radios consistent with system database of users with Corpus Christi approved personality.
15. The Contractor shall enter the defined User ID for the radios during programming.

16. The Contractor shall ensure that all the provided radios will be capable of both EDACS and P25 operation to enable a smooth and seamless migration to P25 systems.
17. The Contractor shall ensure that each radio includes the P25 phase 2 feature license and single-key AES encryption for operating on the fully deployed P25 system.

DAILEY AND WELLS COMMUNICATIONS, INC.

3440 E. Houston St., San Antonio, TX 78219

Attachment B-1: Phase II Bid/Pricing Schedule

To: Peter Collins
 For: City of Corpus Christi
 Phone: 361-826-3735
 Date: 28 AUG 2020 REV. 14
 email: peterc@ccetexas.com

Pricing: Valid until November 2, 2020



From: Edward Martinez
 Major Accounts Representative
 Dailey-Wells Communications
 361-548-5660 Cell
 210.893.6702 Fax

XL-200P PORTABLE, FULL KEYPAD, 700/800

Item	Part #	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	XL-PFM2M	PORTABLE, XL-200P, FULL, MIDNT BLK,	121	\$ 2,900.00	26%	\$ 2,146.00	\$ 259,666.00
2	XL-P25ED	FEATURE PACKAGE, P25 AND EDACS TRUNKING	121	\$ 2,000.00	26%	\$ 1,480.00	\$ 179,080.00
3	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	121	\$ 250.00	26%	\$ 185.00	\$ 22,385.00
4	XL-PL4L	FEATURE, SINGLE BAND, 7/800	121	\$ 0.01	100%	\$ -	\$ -
5	XL-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	121	\$ 0.01	100%	\$ -	\$ -
6	XL-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	121	\$ 0.01	100%	\$ -	\$ -
7	XL-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	121	\$ 35.00	26%	\$ 25.90	\$ 3,133.90
8	XL-PA3V	BATTERY,LI-ION,3100 MAH	142	\$ 150.00	26%	\$ 111.00	\$ 15,762.00
9	XL-CH4X	CHARGER,1-BAY	121	\$ 170.00	26%	\$ 125.80	\$ 15,221.80
10	XL-AE2V	SPEAKER MIC, REVO NC2, C1D2	21	\$ 190.00	26%	\$ 140.60	\$ 2,952.60
11	GE7334-34X	BELT LOOP and FULL CASE with D-SWIVEL	21	\$ 145.00	26%	\$ 107.30	\$ 2,253.30
12	XL-HC3L	BELT CLIP, METAL	121	\$ 30.00	26%	\$ 22.20	\$ 2,686.20
TOTAL FOR RADIO PACKAGE:				\$ 5,870.03		\$ 4,343.80	
13	DWC-Shipping	Shipping / Handling	121	\$ 20.00	0%	\$ 20.00	\$ 2,420.00
Sub Total							\$ 505,560.80
One time Price discount pricing							\$ (166,831.50)
XL-200P Subtotal							\$ 338,729.30

XL-200P PORTABLE, FULL KEYPAD, 700/800, C1D1

Item	Part #	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
FIRE DEPARTMENT PORTABLE RADIOS							
1	XL-PFM1M-C1D1	PORTABLE, XL-200P, FULL, MID BLK, US, C1D1	244	\$ 3,250.00	26%	\$ 2,405.00	\$ 586,820.00
2	XL-P25ED	FEATURE PACKAGE, P25 AND EDACS TRUNKING	244	\$ 2,000.00	26%	\$ 1,480.00	\$ 361,120.00
3	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	244	\$ 250.00	26%	\$ 185.00	\$ 45,140.00
4	XL-PL4L	FEATURE, SINGLE BAND, 7/800	244	\$ 0.01	100%	\$ -	\$ -
5	XL-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	244	\$ 0.01	100%	\$ -	\$ -
6	XL-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	244	\$ 0.01	100%	\$ -	\$ -
7	XL-PA4J	BATTERY, LI-ION, 3100 MAH, UL, C1D1	488	\$ 200.00	26%	\$ 148.00	\$ 72,224.00
8	XL-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	244	\$ 35.00	26%	\$ 25.90	\$ 6,319.60
9	XL-AE2W	SPEAKER MIC, 500F, XL-200P For use with all XL-200P portables,including UL C1D1, UL C1D2 Hazardous Location rated	59	\$ 399.00	26%	\$ 295.26	\$ 17,420.34
10	XL-HC3L	BELT CLIP, METAL	244	\$ 30.00	26%	\$ 22.20	\$ 5,416.80
11	XL-CH4X	CHARGER,1-BAY	244	\$ 170.00	26%	\$ 125.80	\$ 30,695.20
TOTAL FOR RADIO PACKAGE:				\$ 6,334.03		\$ 4,687.16	
12	DWC-Shipping	Shipping / Handling	244	\$ 20.00	0%	\$ 20.00	\$ 4,880.00
Sub Total							\$ 1,130,035.94

Base Station, W / External Power Supply XG-75M Mobile, Scan Model,Front Mount, 764/870MHz, EDACS / P25 PHASE II

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	MAMW-SDMXX	MOBILE, M7300, 764-870 MHz, Half Duplex, Unencrypted	19	\$ 2,300.00	26%	\$ 1,702.00	\$ 32,338.00
2	MW-P25ED	FEATURE PACKAGE, P25 TRUNKING & EDACS	19	\$ 1,600.00	26%	\$ 1,184.00	\$ 22,496.00
3	MW-PL4F	FEATURE PACKAGE, P25 PHASE 2, TDMA	19	\$ 250.00	26%	\$ 185.00	\$ 3,515.00
4	MW-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	19	\$ 0.01	100%	\$ -	\$ -
5	MW-PL4U	Feature, Single-Key DES Encryption	19	\$ 0.01	100%	\$ -	\$ -
6	MAMW-NPL3R	Feature,Max(1024+) System/Groups	19	\$ 0.01	100%	\$ -	\$ -
7	MAMW-NCP9G	CONTROL UNIT, CH-721, SCAN, FRONT MOUNT	19	\$ 685.00	26%	\$ 506.90	\$ 9,631.10
8	MAMW-NZN6W	ACCESSORIES, XG-75M/M7300 FRONT MOUNT	19	\$ 274.50	26%	\$ 203.13	\$ 3,859.47
9	MAMW-ZN9F	MICROPHONE, DESKTOP	19	\$ 195.00	26%	\$ 144.30	\$ 2,741.70
10	MAMROS0034-NN006	Cable Assembly,Speaker	19	\$ 75.00	26%	\$ 55.50	\$ 1,054.50
11	Aston RS-20A P/S	External Power Supply	19	\$ 125.00	10%	\$ 112.50	\$ 2,137.50
TOTAL FOR RADIO PACKAGE:				\$ 5,504.53		\$ 4,093.33	\$ -
12	DWC-Labor	Radio Programming	19	\$ 37.50	0%	\$ 37.50	\$ 712.50
13	DWC-Labor	Base Station Radio Installation	19	\$ 235.00	0%	\$ 235.00	\$ 4,465.00
14	DWC-Shipping	Shipping/Handling	19	\$ 20.00	0%	\$ 20.00	\$ 380.00
						Sub Total	\$ 83,330.77

Note 1: Current Antenna system will be utilized and repurposed.
 Note 2: Any repairs to the antenna system or the current antenna will be billed separately

XG-75M Mobile, Scan Model, Remote Mount, 764 / 870MHz, EDACS P25 PHASE II

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	MAMW-SDMXX	MOBILE,XG-75M/M7300,764-870MHZ,HALF DPLX	402	\$ 2,300.00	26%	\$ 1,702.00	\$ 684,204.00
2	MW-P25ED	FEATURE PACKAGE,P25 TRUNKING & EDACS	402	\$ 1,600.00	26%	\$ 1,184.00	\$ 475,968.00
3	MW-PL4F	FEATURE PACKAGE, P25 PHASE 2, TDMA	402	\$ 250.00	26%	\$ 185.00	\$ 74,370.00
4	MW-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	402	\$ 0.01	100%	\$ -	\$ -
5	MW-PL4U	FEATURE, SINGLE-KEY-DES ENCRYPTION	402	\$ 0.01	100%	\$ -	\$ -
6	MAMW-NPL3R	Feature,Max(1024+) System/Groups	402	\$ 0.01	100%	\$ -	\$ -
7	MAMW-NCP9E	CONTROL UNIT, CH-721, SCAN, REMOTE MOUNT	402	\$ 720.00	26%	\$ 532.80	\$ 214,185.60
8	MAMW-NZN7R	ACCESSORIES,XG-75M/M7300 REMOTE MOUNT	402	\$ 360.00	26%	\$ 266.40	\$ 107,092.80
9	MAMW-NMC7Z	MICROPHONE,STD,STRAIGHT CONNECTOR	402	\$ 80.00	26%	\$ 59.20	\$ 23,798.40
10	AN-225001-001	Antenna,Element,700/800 3dB	402	\$ 90.00	26%	\$ 66.60	\$ 26,773.20
11	AN-125001-001	ANTENNA, BASE, STANDARD ROOF MOUNT	402	\$ 40.00	26%	\$ 29.60	\$ 11,899.20
TOTAL FOR RADIO PACKAGE:				\$ 5,440.03		\$ 4,025.60	
12	DWC-Labor	Radio Programming	402	\$ 37.50	0%	\$ 37.50	\$ 15,075.00
13	DWC-Labor	Mobile Radio Installation	402	\$ 235.00	0%	\$ 235.00	\$ 94,470.00
14	DWC-Shipping	Shipping/Handling	402	\$ 20.00	0%	\$ 20.00	\$ 8,040.00
						Sub Total	\$ 1,735,876.20

XG-75M Mobile, Scan Model, Remote Mount, Dual Head, 764 / 870MHz, EDACS P25 PHASE II

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	MAMW-SDMXX	MOBILE,XG-75M/M7300,764-870MHZ,HALF DPLX	6	\$ 2,300.00	26%	\$ 1,702.00	\$ 10,212.00
2	MW-P25ED	FEATURE PACKAGE,P25 TRUNKING & EDACS	6	\$ 1,600.00	26%	\$ 1,184.00	\$ 7,104.00
3	MW-PL4F	FEATURE PACKAGE, P25 PHASE 2, TDMA	6	\$ 250.00	26%	\$ 185.00	\$ 1,110.00
4	MW-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	6	\$ 0.01	100%	\$ -	\$ -
5	MW-PL4U	FEATURE, SINGLE-KEY-DES ENCRYPTION	6	\$ 0.01	100%	\$ -	\$ -
6	MAMW-NPL3R	Feature,Max(1024+) System/Groups	6	\$ 0.01	100%	\$ -	\$ -
7	MAMW-NCP9E	CONTROL UNIT, CH-721, SCAN, REMOTE MOUNT	6	\$ 720.00	26%	\$ 532.80	\$ 3,196.80
8	MAMW-NZN7R	ACCESSORIES, XG-75M/M7300 REMOTE MOUNT,	6	\$ 360.00	26%	\$ 266.40	\$ 1,598.40
9	MAMW-NZN7D	CONTROL UNIT, 2-6, CH-721 SYSTEM WITH INSTALLATION HARDWARE	6	\$ 1,220.00	26%	\$ 902.80	\$ 5,416.80
10	MAMW-NMC7Z	MICROPHONE,STD,STRAIGHT CONNECTOR	6	\$ 80.00	26%	\$ 59.20	\$ 355.20
11	AN-225001-001	Antenna,Element,700/800 3dB	6	\$ 90.00	26%	\$ 66.60	\$ 399.60
12	AN-125001-001	ANTENNA, BASE, STANDARD ROOF MOUNT	6	\$ 40.00	26%	\$ 29.60	\$ 177.60
		TOTAL FOR RADIO PACKAGE:		\$ 6,660.03		\$ 4,928.40	
13	DWC-Labor	Radio Programming	6	\$ 37.50	0%	\$ 37.50	\$ 225.00
14	DWC-Labor	Mobile Radio Installation	6	\$ 235.00	0%	\$ 235.00	\$ 1,410.00
15	DWC-Shipping	Shipping/Handling	6	\$ 20.00	0%	\$ 20.00	\$ 120.00
		Sub Total				\$	\$ 31,325.40

XG-75M Mobile, Scan Model, Front Mount, 764 / 870MHz, EDACS / P25 PHASE II

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	MAMW-SDMXX	MOBILE,XG-75M/M7300,764-870MHZ,HALF DPLX	43	\$ 2,300.00	26%	\$ 1,702.00	\$ 73,186.00
2	MW-P25ED	FEATURE PACKAGE,P25 TRUNKING & EDACS	43	\$ 1,600.00	26%	\$ 1,184.00	\$ 50,912.00
3	MW-PL4F	FEATURE PACKAGE, P25 PHASE 2, TDMA	43	\$ 250.00	26%	\$ 185.00	\$ 7,955.00
4	MW-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	43	\$ 0.01	100%	\$ -	\$ -
5	MW-PL4U	FEATURE, SINGLE-KEY-DES ENCRYPTION	43	\$ 0.01	100%	\$ -	\$ -
6	MAMW-NPL3R	Feature,Max(1024+) System/Groups	43	\$ 0.01	100%	\$ -	\$ -
7	MAMW-NCP9G	CONTROL UNIT, CH-721, SCAN, FRONT MOUNT	43	\$ 685.00	26%	\$ 506.90	\$ 21,796.70
8	MAMW-NZN6W	ACCESSORIES, XG-75M/M7300 FRONT MOUNT	43	\$ 274.50	26%	\$ 203.13	\$ 8,734.59
9	MAMW-NMC7Z	MICROPHONE,STD,STRAIGHT CONNECTOR	43	\$ 80.00	26%	\$ 59.20	\$ 2,545.60
10	AN-225001-001	Antenna,Element,700/800 3dB	43	\$ 90.00	26%	\$ 66.60	\$ 2,863.80
11	AN-125001-001	ANTENNA, BASE, STANDARD ROOF MOUNT	43	\$ 40.00	26%	\$ 29.60	\$ 1,272.80
		TOTAL FOR RADIO PACKAGE:		\$ 5,319.53		\$ 3,936.43	
12	DWC-Labor	Radio Programming	43	\$ 37.50	0%	\$ 37.50	\$ 1,612.50
13	DWC-Labor	Mobile Radio Installation	43	\$ 235.00	0%	\$ 235.00	\$ 10,105.00
14	DWC-Shipping	Shipping/Handling	43	\$ 20.00	0%	\$ 20.00	\$ 860.00
		Sub Total				\$	\$ 181,843.99

CS7000 CONTROL STATION, LOCAL CONTROL, 764-870MHz, EDACS / P25 PHASE II

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	MAMW-SDMXX	MOBILE, M7300, 764-870 MHz, Half Duplex, Unencrypted	19	\$ 2,300.00	26%	\$ 1,702.00	\$ 32,338.00
2	MAMW-NZN8K	CONTROL STATION, CS7000, LOCAL CONTROL, M7300	19	\$ 3,240.00	26%	\$ 2,397.60	\$ 45,554.40
3	MW-P25ED	FEATURE PACKAGE,P25 TRUNKING & EDACS	19	\$ 1,600.00	26%	\$ 1,184.00	\$ 22,496.00
4	MW-PL4F	Feature, P25 Phase 2, TDMA	19	\$ 250.00	26%	\$ 185.00	\$ 3,515.00
5	MW-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	19	\$ 0.01	100%	\$ -	\$ -
6	MW-PL4U	Feature, Single-Key DES Encryption	19	\$ 0.01	100%	\$ -	\$ -
7	MAMW-NPL3R	Feature, Max(1024+) System/Groups	19	\$ 0.01	100%	\$ -	\$ -
8	MAMW-NCP9G	CONTROL UNIT, CH-721, SCAN, FRONT MOUNT	19	\$ 720.00	26%	\$ 532.80	\$ 10,123.20
9	MAMW-ZN9F	MICROPHONE, DESKTOP	19	\$ 195.00	26%	\$ 144.30	\$ 2,741.70
10	DWC1-RC2	RECORDER INTERFACE BOARD 2 CHANNEL	19	\$ 300.00	10%	\$ 270.00	\$ 5,130.00
		TOTAL FOR RADIO PACKAGE:		\$ 8,605.03		\$ 6,415.70	
11	DWC-Labor	Radio Programming	19	\$ 37.50	0%	\$ 37.50	\$ 712.50
12	DWC-Labor	Base Station Radio Installation	19	\$ 235.00	0%	\$ 235.00	\$ 4,465.00
13	DWC-Shipping	Shipping/Handling	19	\$ 20.00	0%	\$ 20.00	\$ 380.00
						Sub Total	\$ 127,455.80

Note 1: Current Antenna system will be utilized and repurposed.

Note 2: Any repairs to the antenna system or the current antenna will be billed separately

PORTABLE RADIO ACCESSORIES

Item	Part #	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	XL-PA3V	BATTERY, LI-ION, 3100 MAH	585	\$ 150.00	40%	\$ 90.00	\$ 52,650.00
2	DWC-Shipping	Shipping / Handling	1	\$ 266.00	0%	\$ 266.00	\$ 266.00
Sub Total							\$ 52,916.00

FEATURE UPGRADE, P25 TRUNKING PHASE II

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	YRPL4F	Phase II TDMA (M7300, M5300, P7300, P5500, Unity Mobile, Unity Portable, XG-25P/M, XG-75P)	452	\$ 250.00	26%	\$ 185.00	\$ 83,620.00
Sub Total							\$ 83,620.00

FEATURE UPGRADE, MULTI-KEY ENCRYPTION

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	YRXL-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	606	\$ 695.00	26%	\$ 514.30	\$ 311,665.80
2	YRPL7M	TAC Feature, P25 AES OPERATION(P7300,XG-75P,M7300)	300	\$ 495.00	26%	\$ 366.30	\$ 109,890.00
Sub Total							\$ 421,555.80

Purchase Order

Bill to: City of Corpus Christi
 Accounts Payable
 PO Box 9277
 Corpus Christi TX 78469-9277

Ship To: City of Corpus Christi
 Police Department
 321 John Sartain St
 5th Floor
 Corpus Christi TX 78401

Extended Total	\$ 4,186,689.20
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Special Terms:

Payment of \$4,186,689.20 at 0% interest will be paid over the next 3 yrs. In accordance with the following payment schedule:

Payment Schedule

1st payment due 30 days after \$1,395,563.07
 Corpus Christi City Council approval
 2nd Payment October 1, 2021 \$1,395,563.07
 3rd payment October 3, 2022 \$1,395,563.06
 All invoices will be due NET 30

Attachment C: Insurance and Bond Requirements

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises - Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.
Employers Liability	\$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

- Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2020 Insurance Requirements
Ins. Req. Exhibit **7-D**
IT Contracts – Hardware Installation
06/08/2020 Risk Management – Legal Dept

No bonds are required for this Service Agreement.