

SERVICE AGREEMENT NO. 2460

Patrol Car Video Recording Systems for Police

THIS **Patrol Car Video Recording Systems for Police Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Turn-Key Mobile, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Patrol Car Video Recording Systems for Police in response to Request for Bid/Proposal No. 2460 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Patrol Car Video Recording Systems for Police ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** This Agreement is for five years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. The parties may mutually extend the term of this Agreement for up to zero additional five-year periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$1,541,113.15, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

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

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Greg Johnson
Information Technology Department
Phone: 361-826-8354
Email: Gregj@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. Inspection and Acceptance. City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

9. Quality/Quantity Adjustments. Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

10. Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

11. Independent Contractor. Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

12. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
13. **Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Greg Johnson
Title: Systems Specialist II
Address: 321 John Sartain, Corpus Christi, TX 78401
Phone: 361-826-8354
Fax: 361-826-2607

IF TO CONTRACTOR:

Turn-Key Mobile, Inc.
Attn: Kathleen Montgomery
Project Manager - Contracts & Bids
210 Prodo Dr. Jefferson City, MO 65109
Phone: 573-893-9888
Fax: 314-754-9794

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 21. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 22. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 23. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 24. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 25. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

Signature: Kathleen Montgomery

Printed Name: Kathleen Montgomery

Title: Project Manager/Contracts & Bids

Date: June 30, 2019

CITY OF CORPUS CHRISTI

Kim Baker
Director of Contracts and Procurement

Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 2460
- Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A: SCOPE OF WORK

Project Name: Hardware and Software upgrade of Patrol Car Video Recording Systems for the Corpus Christi Police Department

Project Address:

4510 Corona Dr, Corpus Christi Texas 78411

I. Scope of Work:

The Contractor shall provide Service(s) and Deliverable(s) on a Fixed Price basis as outlined in the following Scope of Work (SOW):

- A. Work shall be performed at the Corpus Christi Police Department between the hours of 8:00 a.m. to 5:00 p.m. (Central Standard Time) unless access at other hours of the day or night are mutually agreed between Contact Administrator and Contractor.
- B. Contractor will be onsite for:
 - 1. 20 days – Four Technical Installers
 - 2. 14 days - One Server Technician
 - 3. Six days – One Technical Programmer
- C. Contractor shall supply and install 173 (ARB-KIT-HD) Panasonic Arbitrator MK 3 NO MICROPHONE Main Unit Includes: GPS, High Definition (HD) Front Camera, In-car Mic, 256GB Solid State Drive (SSD), Battery Backup, Power Distribution Center, Wiring Kit, Server & Laptop software, and Wireless 1 Option
- D. Contractor shall supply and install three (ARB-KIT-HDNOCAM) Panasonic Arbitrator MK3, 256 GB SSD, Wireless 1 integrated option
- E. Contractor shall supply and install 180 (ARB-256SSD) Panasonic 256 SSD for Arbitrator MK3
- F. Contractor shall supply and install 352 (ARB-M90) Panasonic 900 Mhz Wireless Mic Full Kit Includes: Transmitter, Receiver, Wiring Harness, Antenna, Charging Base (Stand and AC Adapter), Leather Pouch, and Lapel Microphone
- G. Contractor shall supply and install 176 (ARB-SOFICVOPBUN5) Panasonic In-Car Video, UEMS1, On Prem Storage Bundle Per Device Year One, Two, Three, Four, & Five (Includes Device License, Helpdesk, Years Four and Five extended Hardware Warranty)
- H. Contractor shall supply and install 176 (TGS-3DP) G-Force Sensor for Arbitrator Vehicle, includes cables
- I. Contractor shall supply and install 167 (ARB-WV-VC31-C) Panasonic Back Seat Camera for Arbitrator HD Mk 3

- J. Contractor shall supply and install 176 (ARB-APWWQS22-RP-BL) Panasonic Antenna Plus Double Wi-Fi for Arbitrator, Black, Threaded Bolt
- K. Contractor shall supply and install five (ARB-BWC3CTB) Panasonic Common Trigger Box (CTB)
- L. Contractor shall supply and install five (ARB-BWC3PAIRDCK) Panasonic BWC MK3 In-Vehicle Pairing Dock
- M. Contractor shall supply and install five (ARB-BWCBLANT-BLB) Panasonic Low profile Blade Type Antenna High gain combination Wi-Fi and Bluetooth antenna connecting via Reverse Polarity, Right Angled male SMA, Threaded Bolt mount, 15 feet coax cable, color: Black
- N. Contractor shall supply and install five (ARB-SSDREAD) Panasonic Arbitrator MK3 SSD Reader
- O. Contractor shall provide one (CF-SVCARB2ICC1) Panasonic Arbitrator 360 Car Installation Training - Train the installers on up to three vehicles includes travel exp.
- P. Contractor shall provide 14 days (SERVICE - SETUP ARB)
 - 1. Includes: Software and firmware updates, Server, Client, Network Configuration, Training, Testing, Warranty Support for 30 days after completion of project integration and Travel
- Q. Contractor shall provide five (SERVICE - ARB IVC)
 - 1. Includes: two days on-site, two visits a year for five years, Software and firmware updates, Configuration Inventory, Refresh training - Testing – per checklist, Remote Support for 60 months and Travel
- R. Contractor shall provide 155 (Installation – Contracted) Installation Arbitrators 2 cameras, GeForce, wi-fi antennas
- S. Contractor shall provide 13 (Installation – Contracted) Installation Arbitrators Front camera, GeForce, wi-fi antennas, two Mic
- T. Contractor shall provide three (Installation – Contracted) Installation Arbitrators three backseat cameras, GeForce, Wi-Fi antennas, Mic, CTB, Pairing Dock and Bluetooth antennas.
- U. Contractor shall provide five (Installation – Contracted) Installation of CTB, Pairing Dock and BT Antenna
- V. Contractor shall provide 171 (De-Install) De-installation of old Coban full removal.

II. Interview Rooms

- A. Contractor shall supply and install eight (ARB-KIT-HDVUE) Panasonic Arbitrator MK3 Interview Room Kits with power supply and pre-amp wired mic

- B. Contractor shall supply and install eight (ARB-SOFICVOPBUN5 Panasonic In-Car Video, UEMS1, On Prem Storage Bundle Per Device Year One, Two, Three, Four, & Five (Includes Device License, Helpdesk, Years Four and Five Extended Hardware Warranty)
- C. Contractor shall install eight and supply one spare (WV-S2231L) Panasonic 1080P H.265 Indoor Vandal Dome w/IR LED
- D. Contractor shall supply and install one (LE-047) Louroe Electronics Verifact microphone; omni-directional within a 30' diameter; IF-1 interface adapter for power included
- E. Contractor shall supply and install one (Misc Sales) 100 FT RCA Cable
- F. Contractor shall supply and install eight (AZ-LEDESW12VL A2Z) Custom Toggle Switch, Larger Switch with Embedded LED
- G. Contractor shall provide four (SERVICE - SETUP ARB):
 - 1. Includes: Install of Interview Room Kit, Camera, Mic and connect to switch onsite - Software and firmware updates, Server, Client, Vehicle and Network Configuration, Training, Testing, Warranty Support for 30 days after completion of project integration and Travel

III. Spares

- A. Contractor shall supply six (ARB-KIT-HD) Panasonic Arbitrator MK 3 NO MICROPHONE Main Unit
 - 1. Includes: GPS, HD Front Camera, In-car Mic, 256GB SSD, Battery Backup, Power Distribution Center, Wiring Kit, Server & Laptop software, and Wireless 1 Option
- B. Contractor shall supply six (ARB-256SSD) Panasonic 256 SSD for Arbitrator MK3
- C. Contractor shall supply six (ARB-M90) Panasonic 900 Mhz Wireless Mic Full Kit Includes: Transmitter, Receiver, Wiring Harness, Antenna, Charging Base (Stand and AC Adapter), Leather Pouch, and Lapel Microphone
- D. Contractor shall supply six (ARB-SOFICVOPBUN5) Panasonic In-Car Video, UEMS1, On Prem Storage Bundle Per Device Year One, Two, Three, Four, & Five (Includes Device License, Helpdesk, Years Four and Five Extended Hardware Warranty)
- E. Contractor shall supply six (TGS-3DP) G-Force Sensor for Arbitrator Vehicle, includes cables
- F. Contractor shall supply six (ARB-WV-VC31-C) Panasonic Back Seat Camera for Arbitrator HD Mk 3
- G. Contractor shall supply six (ARB-APWWQS22-RP-BL) Panasonic Antenna Plus Double Wifi for Arbitrator, Black, Threaded Bolt

- H. Contractor shall supply six (ARB-BWC3CTB) Panasonic Common Trigger Box (CTB)
- I. Contractor shall supply six (ARB-BWC3PAIRDCK) Panasonic BWC MK3 In-Vehicle Pairing Dock
- J. Contractor shall supply six (ARB-BWCBLANT-BLB) Panasonic Low profile Blade Type Antenna. High gain combination Wi-Fi and Bluetooth antenna connecting via Reverse Polarity, Right Angled male SMA, Threaded Bolt mount, 15 feet coax cable, color: Black
- K. Contractor shall supply two (ARB-BWC3-8BAY) Panasonic BWC MK3 eight Bay Charging Dock
- L. Contractor shall provide one (TKM-PM) Project Management Services includes scheduling of delivery and install with vendor and customer. Coordinating with Panasonic for CAD integration.
- M. Contractor shall provide the City of Corpus Christi with a custom software solution to enable the front facing camera (VC-30) to be stopped independently of the backseat camera (VC-31).
- N. Contractor will ensure that all cameras resume normal operation if triggered by a qualifying event.
 - 1. When responding to a Call for Service (CFS), the front camera begins recording based on any automated triggers such as the siren or is manually activated by the officer.
 - 2. If a suspect is detained and placed into the rear of the police vehicle, a trigger on the rear door(s) will start the backseat recording (VC-31). The VC-31 recording may also be initiated manually by the officer.
 - 3. Once the officer reenters the vehicle, he or she will depress the red "Rec" button on the rear of the VC-30 as illustrated below for about two seconds until the recording stops.
 - 4. This action will cause the front facing camera VC-30 to stop recording.
 - 5. If an additional qualifying event happens, the VC-30 camera will resume normal operations. Examples of qualifying events may include manually starting the camera or any trigger such as the light bar, gun rack or G-Force sensor activation.
 - 6. Recording from the VC-31 (and any newly initiated VC-30 recordings) will continue until: A. The officer stops the recording from the Front-End Client (FE) software in the vehicle. B. The Stop event is initiated by normal operation, such as turning off the vehicle ignition.
- O. Contractor shall add a configuration option to VC-30 to specify if they will turn off "all channels recording" or "only front face camera recording" when the REC button is physically pressed on a front facing camera.

- P. Contractor shall ensure the initial configuration value is "stop all channels recording" so the default value remains unchanged for Panasonic's existing customer base.
- Q. Contractor shall ensure one continuous event will be maintained within Panasonic's VJ-VR30 video recorder until all cameras have stopped recording.
- R. Contractor shall ensure custom programming is compatible with all future releases of Panasonic's hardware and software.
- S. Contractor shall create updated end user documentation for enhancement.
- T. The Contractor shall have fulfilled its' obligations when the following has occurred:
 - 1. Hardware has been received by Client and installation has been performed.
 - 2. The new server and/or software is operational on the current software version and is communicating with systems in the field. This includes video being uploaded from the cars and updates being sent from the servers to the cars.
 - 3. Firmware and Software is updated in each of the cars installed/existing with an Arbitrator
 - 4. Client and Administrator software is updated on all the current desktops using those clients.
 - 5. Contractor accomplishes the Contractor activities described within this SOW, including delivery to the City of Corpus Christi of the materials listed in the Section entitled "Deliverable Materials," and Client accepts such activities and materials without unreasonable objections.
- U. Contractor will invoice:
 - 1. When shipment of hardware to Client for hardware ordered has occurred.
 - 2. Services provided will be billed upon completion of tasks to be performed as described in the section titled Deliverable Materials.

Point of Contact: Greg Johnson @ 361.826.8354

ATTACHMENT B: BID/PRICING SCHEDULE

PRICE SHEET

CITY OF CORPUS CHRISTI
PURCHASING DIVISION
SR. BUYER: JOHN ELIZONDO

5-Year Service Agreement
Patrol Car Video Recording
Systems for Police

Turn-Key Mobile, Inc.
Jefferson City, Missouri

DIR Contract #DIR-TSO-4025

Manufacturer	Mfr. Part #	Description	MSRP	% off MSRP	Discount	With Discount	QUOTE	QTY	TOTAL
PANASONIC	ARB-KIT-HD	ARBITRATOR MK3 HD CAMERA 256GB ACCS SSD WRLS 1 INTEGRATED OPTION	\$6,250.00	11%	\$687.50	\$5,562.50	\$4,060.00	173	\$702,380.00
PANASONIC	ARB-KIT-HDNOCAM	ARBITRATOR MK3 256 GB SSD WL 1 ACCS INTEGRATED OPTION	\$4,559.00	11%	\$501.49	\$4,057.51	\$3,090.00	3	\$9,270.00
PANASONIC	ARB-256SSD	256GB 2.5IN 7MM SSD FOR 2.5 ARBITRATOR ARB MK3	\$570.00	11%	\$62.70	\$507.30	\$415.00	180	\$74,700.00
PANASONIC	ARB-M90	900 MHZ WIRELESS MICROPHONE ACCS FULL KIT	\$690.00	11%	\$75.90	\$614.10	\$495.00	352	\$174,240.00
PANASONIC	ARB-SOFICVOPBUN5	1-5YR IN-CAR VIDEO UEMS1 ON LICS PREM STOR BNDL PER DEV W/ DEV LICS <i>Product stocked by manufacturer. Delivery times vary.</i>	\$645.00	2%	\$12.90	\$632.10	\$616.00	176	\$108,416.00
PANASONIC	TGS-3DP	G-FORCE SENSOR FOR ARBITRATOR DOCK VEHICLE	\$299.00	11%	\$32.89	\$266.11	\$238.50	176	\$41,976.00
PANASONIC	ARB-WV-VC31-C	BACK SEAT CAMERA INCLUDES PERP CABLE	\$515.00	11%	\$56.65	\$458.35	\$354.00	167	\$59,118.00
PANASONIC	ARB-APWWQS22-RP-BL	DOUBLE-WIFI ANTENNA ACCS	\$165.00	11%	\$18.15	\$146.85	\$118.00	176	\$20,768.00
PANASONIC	ARB-BWC3CTB	COMMON TRIGGER BOX CPNT	\$320.00	11%	\$35.20	\$284.80	\$236.00	5	\$1,180.00
PANASONIC	ARB-BWC3PAIRDCK	BWC MK3 IN-VEHICLE PAIRING DOCKCPNT W/WIRING HARNESS/M	\$270.00	11%	\$29.70	\$240.30	\$195.00	5	\$975.00
PANASONIC	ARB-BWCBLANT-BLB	LOW PROFILE BLADE TYPE ANTENNA ACCS	\$85.00	11%	\$9.35	\$75.65	\$75.65	5	\$378.25
PANASONIC	ARB-SSDREAD	MK3 SSD READER EXT	\$263.00	11%	\$28.93	\$234.07	\$210.00	5	\$1,050.00
PANASONIC	CF-SVCARB2ICC1	ARBITRATOR 360 CAR INSTALLATIONELEC TRAINING TRAIN THE INSTALLERS <i>Product stocked by manufacturer. Delivery times vary.</i>	\$2,780.00	2%	\$55.60	\$2,724.40	\$2,724.00	1	\$2,724.00
PANASONIC	ARB-SOFCONSULHALF	ONE HALF DAY OF CONSULTING SVCS <i>Product stocked by manufacturer. Delivery times vary.</i>	\$1,300.00	2%	\$26.00	\$1,274.00	\$1,150.00	1	\$1,150.00
PANASONIC	ARB-SOFCONSULT	ONE DAY OF CONSULTING SVCS <i>Product stocked by manufacturer. Delivery times vary.</i>	\$2,500.00	2%	\$50.00	\$2,450.00	\$2,200.00	6	\$13,200.00
TKM	Misc Sales						\$30,000.00	1	\$30,000.00
TKM	Service - Setup ARB						\$1,750.00	14	\$24,500.00
TKM	Service - ARB IVC						\$6,300.00	5	\$31,500.00
TKM	Installation - Contracted						\$627.00	155	\$97,185.00
TKM	Installation - Contracted						\$591.00	13	\$7,683.00
TKM	Installation - Contracted						\$780.00	3	\$2,340.00
TKM	Installation - Contracted						\$300.00	5	\$1,500.00
TKM	De-Install						\$240.00	171	\$41,040.00
PANASONIC	ARB-KIT-HDVUE	MK3 ARB LIND DISTRIBUTION CEN ACCS NEED TO BE PRE-APPROVED BY VENDOR	\$4,700.00	11%	\$517.00	\$4,183.00	\$3,305.00	8	\$26,440.00
PANASONIC	ARB-SOFICVOPBUN5	1-5YR IN-CAR VIDEO UEMS1 ON LICS PREM STOR BNDL PER DEV W/ DEV LICS <i>Product stocked by manufacturer. Delivery times vary.</i>	\$645.00	2%	\$12.90	\$632.10	\$616.00	8	\$4,928.00
PANASONIC	WV-S2231L	Camera 1080P H.265 Indoor Vandal Dome w/R LED	\$1,055.00	38%	\$400.90	\$654.10	\$597.00	9	\$5,373.00
TKM	LE-047						\$258.00	1	\$258.00
TKM	Misc Sales						\$50.00	1	\$50.00
TKM	AZ-LEDESW12VL						\$0.00	8	\$0.00
TKM	Service - Setup ARB						\$2,000.00	4	\$8,000.00
PANASONIC	ARB-KIT-HD	ARBITRATOR MK3 HD CAMERA 256GB ACCS SSD WRLS 1 INTEGRATED OPTION	\$6,250.00	11%	\$687.50	\$5,562.50	\$4,060.00	6	\$24,360.00
PANASONIC	ARB-256SSD	256GB 2.5IN 7MM SSD FOR 2.5 ARBITRATOR ARB MK3	\$570.00	11%	\$62.70	\$507.30	\$415.00	6	\$2,490.00
PANASONIC	ARB-M90	900 MHZ WIRELESS MICROPHONE ACCS FULL KIT	\$690.00	11%	\$75.90	\$614.10	\$495.00	6	\$2,970.00
PANASONIC	ARB-SOFICVOPBUN5	1-5YR IN-CAR VIDEO UEMS1 ON LICS PREM STOR BNDL PER DEV W/ DEV LICS <i>Product stocked by manufacturer. Delivery times vary.</i>	\$645.00	2%	\$12.90	\$632.10	\$616.00	6	\$3,696.00
PANASONIC	TGS-3DP	G-FORCE SENSOR FOR ARBITRATOR DOCK VEHICLE	\$299.00	11%	\$32.89	\$266.11	\$238.50	6	\$1,431.00
PANASONIC	ARB-WV-VC31-C	BACK SEAT CAMERA INCLUDES PERP CABLE	\$515.00	11%	\$56.65	\$458.35	\$354.00	6	\$2,124.00
PANASONIC	ARB-APWWQS22-RP-BL	DOUBLE-WIFI ANTENNA ACCS	\$165.00	11%	\$18.15	\$146.85	\$118.00	6	\$708.00
PANASONIC	ARB-BWC3CTB	COMMON TRIGGER BOX CPNT	\$320.00	11%	\$35.20	\$284.80	\$236.00	6	\$1,416.00
PANASONIC	ARB-BWC3PAIRDCK	BWC MK3 IN-VEHICLE PAIRING DOCKCPNT W/WIRING HARNESS/M	\$270.00	11%	\$29.70	\$240.30	\$195.00	6	\$1,170.00
PANASONIC	ARB-BWCBLANT-BLB	LOW PROFILE BLADE TYPE ANTENNA ACCS	\$85.00	11%	\$9.35	\$75.65	\$75.65	6	\$453.90
PANASONIC	arb-bwc3-8bay	MK3 BWC 8 Bay Dock	\$1,950.00	11%	\$214.50	\$1,735.50	\$1,486.00	2	\$2,972.00
TKM	TKM-PM						\$5,000.00	1	\$5,000.00
									\$1,541,113.15

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
ERRORS & OMISSIONS	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
CYBER LIABILITY	\$1,000,000 Per Occurrence \$1,000,000 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
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit

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;

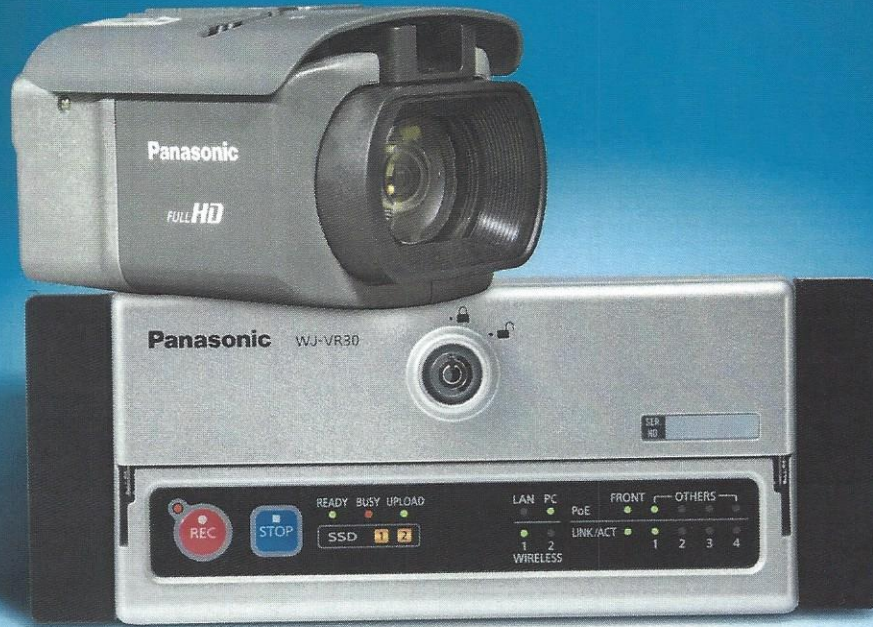
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide 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.

2019 Insurance Requirements

Ins. Req. Exhibit 7-1- IT Contracts – Software Support, Configuration, Implementation and Maintenance - Hardware Installation – Auto Liability
 05/01/2019 Risk Management – Legal Dept.

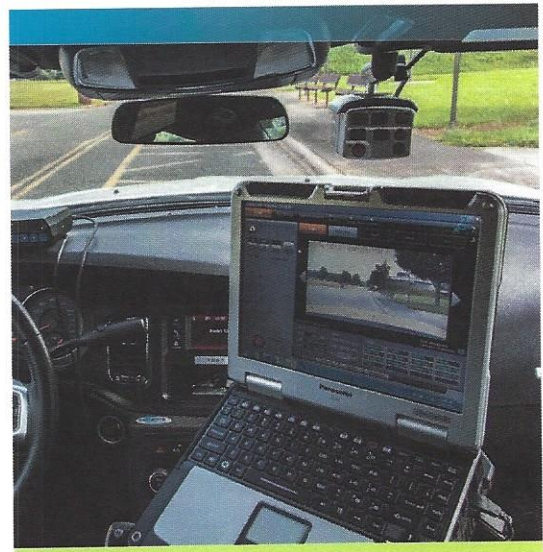
Bond Requirements: No bond requirements necessary for this Service Agreement; therefore, Section 5 Insurance; Bonds, Sub Section 5(B) is null for this Service Agreement.

Panasonic



WARRANTY COVERAGE OVERVIEW: **ARBITRATOR 360° HD**

Every Panasonic Arbitrator 360°™ HD comes standard with a three-year limited warranty. An Arbitrator 360° HD Extended Warranty provides additional years of coverage. The Extended Warranty prolongs coverage with the same renowned Panasonic services, making it easy to keep Arbitrator 360° HD units in the field longer.



Arbitrator HD
360° FULL
MOBILE EVIDENCE CAPTURE SYSTEM

Note: please refer to Attachment B for list of products ordered

Panasonic

STANDARD WARRANTY: ARBITRATOR 360° HD IN-CAR VIDEO SYSTEM

RECORDER / CAMERA KIT	VPU / RECORDER	PRIMARY CAMERA	CONTROL PANEL	STORAGE MEDIA	REAR CAMERA	GPS ANTENNA	SYSTEM CABLES	USB CABLE / ADAPTER
3.0 Series	3 Years	3 Years	N/A	3 Years	3 Years	3 Years	3 Years	3 Years
2.0 Series	3 Years	3 Years	3 Years	3 Years	3 Years	3 Years	3 Years	3 Years
Priority Exchange	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
30-day DOA	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
WIRELESS MIC. KIT	WIRELESS RECEIVER	WIRELESS XMITTER (MIC)	TRANSMITTER BATTERY	EXTERNAL ANTENNA	LAPEL MICROPHONE	IN-CAR MICROPHONE	BATTERY CHARGER	CHARGER ADAPTER
900MHz Series	1 Year	1 Year	1 Year	1 Year	1 Year	1 Year	1 Year	1 Year
2.4GHz Series	1 Year	1 Year	1 Year	1 Year	1 Year	1 Year	1 Year	1 Year
Priority Exchange	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
30-day DOA	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

OTHER WARRANTY SERVICES

ARBITRATOR 360° HD WARRANTY SERVICES	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
Extended Warranty (additional years)				✓	✓
Protection Plus (supplemental)	✓	✓	✓	✓	✓
Wireless Microphone Kit (additional years)		✓	✓	✓	✓

PANASONIC'S SUPPORT COMMITMENT

- Panasonic will repair the products as shown in the above chart with new or rebuilt parts, free of charge in the USA or other Panasonic approved location, for the period specified from the date of original purchase in the event of a defect in materials or workmanship. These warranties are extended solely to the original purchaser. A purchase receipt or other proof of date of original purchase will be required before warranty performance is rendered.
- Because Panasonic Toughbook® mobile computers are known for lasting longer than the standard three-year warranty, Panasonic ensures parts availability for all models for up to seven years after discontinuation.
- For Arbitrator 360°™ HD technical support, Panasonic operates a US-based toll-free technical support hotline open 24 hour per day, 365 days per year.
- The "Priority Exchange Program" covers in-warranty units. If the unit can be repaired by shipment of a replacement component, the necessary component will be shipped for overnight delivery within the continental USA. The defective component must be returned using the provided box and airway bill. Panasonic pays shipping costs for both shipments, as long as the provided airway bill and shipment number are used.
- For in-warranty service, the unit is shipped to the Panasonic National Service Center (NSC) for repair and is returned normally within two days of receipt. Panasonic pays shipping costs for both shipments, as long as the provided airway bill and shipment number are used.
- For out-of-warranty units, the customer must ship the unit prepaid to the NSC. The unit is tested and an estimate will be provided, normally within two days. Upon acceptance of the estimate, the unit is repaired and returned. The customer is responsible for all costs, including labor, parts and shipping.

LEARN MORE

1.855.323.8787

arbitrator360.com

