



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/24/11		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Amy Powell X7342				
CAPTION				
To approve a contract for the purchase of an annual maintenance agreement for onsite support for Mesh Hardware, in the amount of \$500,000, from Scientel Wireless, LLC., through an existing contract with the Houston-Galveston Area Council and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. CW10-09)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	800,000	0	800,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-500,000	0	-500,000
BALANCE	0	300,000	0	300,000
FUND(S): TECHNOLOGY SERVICES FUND (066)				
COMMENTS: Funds are included in the 2011-12 Wireless Support budget for maintenance contracts that support the hardware required to operate the City's mesh devices. This item, in the amount of \$500,000, covers the maintenance period of November 1, 2011 through October 31, 2012. The remaining balance will be used throughout the year for other maintenance agreements.				
STRATEGIC PLAN GOAL: Hardware maintenance contracts relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Technology Services recommends Council approve this expenditure, in the amount of \$500,000, for annual hardware maintenance with Scientel Wireless, LLC. This contract will allow for hardware maintenance and onsite support, two-hour call response and a four-hour site response to include manpower, equipment and expertise to support and maintain the mission critical mesh wireless infrastructure. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so, satisfies any state law requiring local government to seek competitive bids for items. (HGAC Contract No. CW10-09)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Staff Memo and Contract				

Interoffice Memo

Date: 10/7/2011

To: David Stephens, Director Technology Services

Cc:

From: Chester M. Helt, Infrastructure Manager

RE: Scientel Wireless, LLC Maintenance – November 1, 2011 – October 31, 2012

We are recommending that the attached maintenance contract for our annual mesh hardware maintenance be approved. This contract with Scientel will cover the maintenance for the hardware required to operate the mesh devices from November 1, 2011 through October 31, 2012. Once this contract is approved we will have hardware maintenance and onsite support, 2 hour call response and a 4 hour site response including manpower, equipment, and expertise to support and maintain the mission critical mesh wireless infrastructure. This network will be used by many of our departments (including public safety) to provide critical services for our citizens. As a part of the contract Scientel will monitor the network on 7/24 basis and will maintain the integrity and continuity for this critical infrastructure.

Scientel Wireless LLC has been the prime installer of the Motorola wireless mesh network. Attached is a name brand justification memo dated 2/16/2010 to Mike Ryan regarding using Motorola and Scientel Wireless LLC as sole suppliers of support for this wireless mesh network.

We recommend purchasing this maintenance for a total price of \$ 500,000.00 from Scientel Wireless LLC through their HGAC contract CW10-09.

Date: February 16, 2010
To: Mike Ryan, Purchasing
From: David Stephens, Director Technology Services
Subject: Name Brand Justification

As we undergo the final phase of our wireless mesh network deployment, we have existing contracts in place with Motorola for installation of this equipment. Motorola has have been using Scientel Wireless, LLC as the designated sub-contractor for the design and installation of this network. As sections of the network have been accepted we have relied upon Motorola and Scientel to provide the support for the network in production, as well as being responsible for the support of the new phases under construction.

It would be in the interest of the City of Plano to continue using Motorola and Scientel Wireless, LLC for maintenance of this network due to the complexity of the network; the ability to have a single responsible party for any issues, such as firmware upgrades; and their in-depth knowledge of our existing infrastructure. Bringing in a new vendor for maintenance for portions of this network at this time would increase the likelihood of a failure of the network with an ensuing disagreement over responsibility for restoring service to a critical infrastructure used on continuous basis by Public Safety and other city services.

This project has been segmented into three phases. The City has accepted phases 1 & 2 but Motorola, and Scientel, are still working on phase 3. As we move into maintenance mode on phases 1 & 2, the current contracts have been with Motorola as prime contractor with Scientel as the sub-contractor. It is the desire of Technology Services to be able to utilize Motorola and/or Scientel for support on the production phases of this project. Both Motorola and Scientel are on HGAC and DIR contracts for services that are within our scope of required services.

At this time Technology Services is requesting to maintain the relationship with Motorola and Scientel as sole support providers for the wireless mesh network until its completion. To accomplish this I am requesting that Motorola and Scientel Wireless, LLC be accepted as name brand justification vendors for support purposes for the duration of the wireless mesh network project.

**CONTRACT BY AND BETWEEN
CITY OF PLANO AND SCIENTEL WIRELESS, LLC
FOR WIRELESS MOTOMESH BROADBAND NETWORK**

THIS CONTRACT is made and entered into by and between **SCIENTEL WIRELESS, LLC**, a Delaware limited liability company, whose address is 948 Springer Drive, Lombard, Illinois 60148, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.
SCOPE OF SERVICES**

Contractor shall provide technical support services, maintenance and inspection of the City's Wireless Mobile Broadband Network. These services shall be provided in accordance with this Contract and with the Houston-Galveston Area Council Contract No. CW10-09 a copy of which is incorporated herein by reference in its entirety as if it were recited here verbatim and which is on file and available for inspection in the City of Plano Technology Services Department. This Contract consists of:

- (a) This Contract;
- (b) The Houston-Galveston Area Council Contract No. CW10-09 on file with the City of Plano Technology Services Department;
- (c) Scientel's Scope of Work (**Exhibit "A"**);
- (d) Insurance Requirements and Certificate of Insurance (**Exhibit "B"**); and
- (e) Affidavit of No Prohibited Interest (**Exhibit "C"**).

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

**II.
PAYMENT**

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total annual compensation under this contract shall not exceed the sum of **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract
Service Contract

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after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**III.
TERM OF CONTRACT**

The term of this Contract shall be a period of one (1) year commencing upon the effective date hereof.

**IV.
DESCRIPTION OF SERVICES**

Contractor will provide the services described in the Contract Documents and **Exhibit "A"** attached hereto. At City's request, Contractor may also provide additional services under this Contract at Contractor's then-applicable rates for such services or goods under The Houston-Galveston Area Council Contract No. CW 10-09, or any additional contract addendums as executed by the Plano City Manager or his duly authorized designee.

**V.
CITY CONTACT**

If requested by Contractor, City will provide Contractor with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable City's personnel to maintain contact, as needed, with Contractor.

**VI.
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

**VII.
TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in the Contract Documents. Unless otherwise stated in this Contract, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays.

**VIII.
COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all directly applicable Federal, State and local laws, ordinances and regulations including all amendments and

revisions thereto, which affect the work. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.
INDEMNIFICATION AND HOLD HARMLESS**

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT) OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

IN ADDITION TO CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR 'S OPINION IS LIKELY TO OCCUR, CONTRACTOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR THE

CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT THE CITY A REIMBURSEMENT FOR THE PRODUCT. CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PARTY. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, THE CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND THE CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. THE CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR PURSUANT TO PARAGRAPH 3 IN THE HEREIN INDEMNIFICATION SECTION.

X. VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

XI. ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract and that this Contract shall not be assigned without the prior written consent of City, except for assignments to a Contractor affiliate. An assignment of this Contract with the consent of the City or to an affiliate of Contractor is conditioned on the assignee agreeing to be bound by the terms of this Contract. Contractor may subcontract any portion of its performance under this Contract. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. In the event any additional or different subcontractors are required or requested by City, or in the event City rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable cause. Any resultant change in contract price and/or schedule shall be mutually agreed upon.

XII. INDEPENDENT CONTRACTOR

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

**XIII.
INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the Contract insurance coverage as set forth in **Exhibit "B"** including the City as a named insured.

**XIV.
FORCE MAJEURE**

Neither party is liable for delays or lack of performance resulting from any causes beyond the reasonable control of a party including acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in the City.

**XV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents Contractor is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "C"**.

**XVI.
TERMINATION FOR CAUSE**

If either party defaults in the performance of this Contract, the other party will give to the non-performing party a written and detailed notice of the default. If City is the defaulting party, it will have thirty (30) days to provide a written plan to cure the default that is acceptable to Contractor and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement a cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Contract effective upon giving a written notice of termination to the defaulting party.

Any termination of this Contract will not relieve either party of obligations previously incurred pursuant to this Contract, including payments which may be due and owing at the time of termination. All sums owed and not in dispute by City will become Service Contract

due and payable immediately upon termination of this Contract. Upon the effective date of termination, Contractor will have no further obligation to provide Services.

**XVII.
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XVIII.
TERMINATION FOR CONVENIENCE**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least sixty (60) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the expiration of the 60-day period.

If Contractor provides Services after the termination or expiration of this Contract, the terms and conditions in effect at the time of the termination or expiration will apply to those Services.

**XIX.
PROPRIETARY INFORMATION; CONFIDENTIALITY;
INTELLECTUAL PROPERTY RIGHTS**

To the extent permitted by law, any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to City under this Contract will remain Contractor's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Contractor's request. City may not disclose, without Contractor's written permission or as required by law, any such information, or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Contract. The obligations set forth in this Section will survive the expiration or termination of this Contract.

**XX.
MAILING OF NOTICES**

Unless instructed otherwise in writing, Contractor agrees that all notices or communications to City permitted or required under this Contract shall be addressed to City at the following address:

City of Plano
Technology Services
P.O. Box 860279
Plano, Texas 75086-0279
Attn: David Stephens

City agrees that all notices or communications to Contractor permitted or required under this Contract shall be addressed to Contractor at the following address:

Scientel Wireless, LLC
948 Springer Drive
Lombard, Illinois 60148
Attn: Nelson Santos

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

**XXI.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

City agrees to reference this Contract and the Houston-Galveston Area Council Contract No. CW10-09 on any purchase order issued in furtherance of this Contract, however, an omission of the reference to this Contract shall not affect its applicability. In no event shall either party be bound by any terms contained in a City purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Contract; (ii) clearly indicate the intention of both parties to override and modify this Contract; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

**XXII.
AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**XXIII.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XXIV.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

SCIENTEL WIRELESS, LLC

Date: _____
By: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

Date: _____
By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

Proprietary Information
CITY OF PLANO

MOTOMESH MAINTENANCE & SUPPORT PLAN

Submitted to

**DAVID STEPHENS
CITY OF PLANO, TX**



June 22, 2011

Scientel Wireless, LLC
Lombard Office
948 Springer Drive
Lombard, Illinois 60148
Tel: 630-652-3800
Fax: 630-652-3805

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1. INTRODUCTION

1.1. The project involves the inspection, maintenance and support of the City of Plano's Wireless Mobile Broadband Network including, MotoMesh Intelligent Access Points (IAPs), Mobile Wireless Routers (MWRs), Enhanced Wireless Routers (EWRs), and Mobile Internet Switching Controller (MiSC), DragonWave's AirPair & Future Quantum System, Canopy and APC's UPS that are used throughout the City of Plano to provide high-speed Intranet access to city officials and patrol officers. City Hall is the network's infrastructure access point.

1.2. The objective of the maintenance & monitoring program is to assure that the wireless network continues to perform at peak functionality and that the integrity of the installed hardware remains secure and free from erosion due to local climate.

2. MAINTENANCE OBJECTIVES & SCOPE OF WORK:

2.1. This procedure provides the methodology for conducting a physical maintenance inspection (antenna infrastructure and network hardware & software) and the corrective action process.

2.2. A series of wireless installation and system maintenance checklists shall be used during all inspections. The checklist(s) shall be controlled documents for the life of the project.

2.3. On a monthly and quarterly basis, a Scientel Wireless technician will perform an on-site inspection of the installed equipment and perform a variety of upgrades and system optimizations to assure the network system is operating at peak performance. The inspection includes site conditions, equipment, and antenna systems, network device firmware, as well as the network's computer (MiSC) hardware & software. A qualified Scientel Wireless Inc. technician will perform all maintenance and inspection activities.

3. PROJECT ORGANIZATION:

3.1. The project will be managed by a Scientel Wireless Project Manager and maintained by a local Scientel Wireless technician dedicated solely to the network. The Maintenance Project Manager will be responsible for the monthly and quarterly inspection performance and subsequent formal reporting of the inspection findings. A Scientel Wireless network technician will assist with the inspection of network equipment and MiSC testing. Contact data for the maintenance & monitoring project principles can be found within this project plan.

4. PROJECT SCHEDULE:

4.1. The maintenance and inspection contract of the City of Plano, MotoMesh network will occur on an annual basis. When the inspection is scheduled to occur, the City of Plano, will be notified of the dates.

5. MAINTENANCE SERVICES STATEMENT OF WORK

5.1. Under the Terms and Conditions of this Maintenance Agreement, periodic maintenance will be conducted on the City of Plano Broadband Wireless Network. The first major inspection will occur on the third month (90 days) after the system acceptance by the City of Plano. The inspections will involve but not be limited to: 1. Perform system visual inspection, 2. Check components, 3. Run system self-test, 4. Install and test manufacturer provided software upgrades and enhancements. 5. Verify against baseline documentation.

5.2. Document test results and file report with customer identifying all modifications or repairs made to the system during the maintenance inspection and documenting any recommended repairs or upgrades for the system.

6. MAINTENANCE PROCEDURE: ANTENNA INFRASTRUCTURE

6.1. Prior to a site visit, the individual performing the inspection shall prepare a "Telecom Inspection Checklist" as applicable for each site to be visited. When in the field, the inspecting individual shall mark the checklist to confirm that a certain aspect of the project has been inspected, and note any discrepancies or needed modifications to the checklist.

6.2. Maintenance Checklist: An inspection of each site will be performed to ensure that the integrity of the original installation remains intact. During the physical inspection process, data on the following items will be collected and provided to the City of Plano in a formal report.

IAP Sites:

- MotoMesh Antenna's (IAP7300) Condition
- Connection(s) condition (Bolts, clamps, brackets, etc.)
- Power cable condition
- Communication cable condition
- Radio/switch installation Condition
- Connection(s) condition (cabling)

MWR Sites:

- MotoMesh Antenna's (MWR7300) condition
- Connection(s) condition (Bolts, clamps, brackets, etc.)
- Power cable condition
- Cable routing condition
- Connection(s) condition (cabling)

Canopy Sites:

- Canopy Antenna condition
- Connection(s) condition (Bolts, clamps, brackets, etc.)
- PoE cable condition
- Cable routing condition
- Connection(s) condition (cabling)
- GPS Cable Testing

Other Site Maintenance:

DragonWave Sites:

- DragonWave Antenna condition
- Connection(s) condition (Bolts, clamps, brackets, etc.)
- LMR and Fiber cable condition
- Cable routing condition
- Connection(s) condition (cabling)

- **Cabinet Maintenance:** Scientel will provide the necessary monthly inspections, and take the necessary steps to maintain cabinets that are part of this bid proposal. Cabinet Maintenance includes periodic painting and repairing cabinets to prevent the cabinet from failing to protect the System equipment.
- **Antenna Support Structures:** Scientel will provide antenna support structure maintenance (poles, mounts, etc.) and take the necessary steps to maintain the antenna support structures that are part of this bid proposal. This includes corrosion control and defective part replacement.
- **Microwave Antenna Systems:** Scientel will provide inspections on a quarterly basis using various test equipment to measure the condition of the Microwave antenna, coax, cables and connectors. Scientel will provide any needed repair for the antenna systems, by replacing any defective antenna hardware, to assure proper operation of the antenna system.
- **Tower Maintenance:** Scientel will provide inspections and take the necessary steps to maintain the tower structures. This includes painting, corrosion control, and defective part replacement.

7. MAINTENANCE PROCEDURE: NETWORK SOFTWARE & HARDWARE

7.1. To help minimize the risk of potential problems, Scientel Wireless will check Network Software & Hardware Maintenance Checklist during the preventative maintenance period to ensure continued network stability, information security, and data integrity.

7.2. As a service to City of Plano, Scientel will perform the Network Software & Hardware Maintenance Checklist on a monthly basis to keep your systems and network running smoothly:

- Apply any critical service packs and software upgrades.
- Upgrade firmware in Firewalls/Router, UPS, DragonWave and all MotoMesh equipment and verify correct operation.
- Test speed of Mobile network connection via sample download/upload.
- Hardware conflicts.
- Software compliance & Upgrades.
- Critical OS updates.
- BIOS updates.
- Standalone Performance Checks.
- Network Connectivity Checks.
- Network Performance Checks.
- Check Event logs on MiSC.
- Verify Security.
- Fault Tolerance Verification.
- Meeting to discuss current issues and address future requirements.

8. ITEMS COVERED UNDER THE CONTRACT:

Items covered under this contract are passed on the MotoMesh System installed to date and to be installed in 2007. All sites are within the City Limits of The City of Plano, TX. The system maintenance is based on the following:

- 176 IAP7000 Intelligent Access Points
- 1269 MWR7000 Mobile Wireless Routers
- 8 hops of DragonWave Licensed Microwave
- 101 Motorola Canopy Advantage Access Points
- 176 Motorola Canopy Subscriber Modules
- 16 Canopy Cluster Management Modules w/TSP
- 1 MeshManager
- 2 Canopy Backhaul's
- 300' Ridgeview Tower

9. SYSTEM REPAIRS WHEN NECESSARY:

- Replace minor components (connectors, fittings, etc.) as needed, to ensure continued reliable operation of the system, at no charge to the City of Plano.
 - Perform Warranty Related Repairs (if hardware or software is still under warranty), at no charge to the City of Plano.
 - Estimate cost, time, and materials for repairs for non-warranty related items for any significant items needing repair, which are identified during the maintenance inspection.
 - If estimate is accepted, perform repairs.
 - Replace units as required and when necessary to ensure reliable operation of the system.
- These devices will be replaced by the fixed unit or a new unit when available.
- Store spares at Scientel's Plano facility.

10. LIMITATIONS/EXCLUSIONS:

10.1 Scientel Wireless will not cover, under the contract terms/amounts paid, when time and material repairs are needed for:

- Vandalism/abuse of the installed hardware and software.
- 3rd party hardware or software changes made by the customer after system acceptance.
- Electricity service caused problems, such as lightning strikes or power outages.
- Out of warranty software or hardware

11. TERMS AND CONDITIONS: SYSTEM MAINTENANCE

11. 1 Unless otherwise stated, all maintenance services will be provided in accordance with the Purchase Order Terms and Conditions dated between Scientel Wireless, and City of Plano.

12. RATES FOR NON-WARRANTY & MAINTENANCE RELATED ITEMS:

12.1 All non-warranty related work authorized to be performed by Scientel Wireless, LLC's technicians shall be billed at an hourly rate of \$90.00/hr for normal work hours plus expenses. Overtime work and Saturday work shall be billed at an overtime rate of \$135.00/hour and Sunday and holiday work shall be billed at \$180.00 /hour.

12.2 No work shall be performed unless Scientel Wireless has provided a written estimate to the customer and a written authorization (Purchase Order) has been received from the City of Plano to perform the work.

12.3 Scientel Wireless, LLC reserves the right to revise the hourly technician billing rate upon thirty (30) days written notice to City of Plano.

13. RECORDS

13.1 The "Telecom Inspection Checklist" shall be maintained for after the project is completed.

13.2 At the conclusion of the project, the "Telecom Inspection Checklist" shall be updated as deemed warranted by the individual currently maintaining the checklist.

13.3 Individuals performing inspections shall be certified in the inspection they are performing using TOP IM 10.1 Inspections Form 1 Inspector Certification.

14. CALL-OUTS and CORRECTIVE MAINTENANCE:

14.1 Scientel will respond to all emergency failures of the system on a 24 hour, 7 days a week basis. On-Call technical repair response is provided on a 24x7 basis during normal business hours by calling the Scientel Plano Office. After hours repair service is requested by calling the Scientel 7x24 Answering Service who shall contact the Scientel On-Call technicians. The Answering Service has a list of all available Scientel technicians, and escalation numbers for Scientel management so that a response by Scientel to the call-out is assured. In addition, Scientel will provide City of Plano with the On-Call Technical Support Number, which directly contacts the Scientel service personnel. Once a trouble call is generated to the Scientel Plano office or after hours Answering Service, the trouble call is tracked and will be escalated to the next level responder in the event the initial responder does not confirm receipt of the trouble call. Using an escalating response procedure guarantees initial contact will be made with Scientel's technicians within the required response time.

Upon notification to the on-call technician, the technician will respond within the required response window. Scientel will provide 2 hour phone response and the on-site response time of four hours. If additional support is required, Scientel has a team based regionally fully trained and equipped to maintain MotoMesh, Cisco, DragonWave and Canopy Equipment and resolve any system issues after a disaster or emergency situation.

SUPPORT PROCEDURE:

Upon receipt of a major alarm Scientel will dispatch a technician from our Plano, TX facility in accordance with the following procedure:

- Scientel Wireless receives notification of problem or failure.
1. Scientel technician uses NMS to troubleshoot problem or failure.
 2. Scientel technician determines if problem or failure is minor or major.

If problem is classified Minor (non-traffic affecting):

1. NOC technician contacts City of Plano technical representative during normal business hours (Monday through Friday, 8am to 5pm, central standard time).
2. City of Plano technical representative attempts to correct problem.
3. City of Plano technical representative determines if call out of Scientel technician is required.
4. If needed, Scientel technician is dispatched to City of Plano to rectify the problem.
5. Scientel technician corrects problem or failure.
6. Scientel technician documents repairs made and files report.

If problem is classified as Major (traffic affecting):

1. Scientel technician contacts City of Plano technical representative if major problem occurs during normal business hours (Monday through Friday, 8am to 5pm, central standard time).
2. City of Plano technical representative attempts to correct problem.
3. City of Plano technical representative determines if call out of Scientel technician is required.
4. If needed, Scientel technician is dispatched to City of Plano to rectify the problem.
5. If major problem occurs during non-business hours, Scientel technician is dispatched to the City of Plano to rectify the problem.
6. Scientel technician corrects problem or failure
7. Scientel technician documents repairs made and files report.

15. PRICING

Maintenance and On Site Support, 2 Hour Call Response and 4 Hour Site Response

- Project Manager
- Engineering Technician(s)
- Network Engineer as Required
- Tower Climbers as Required
- Bucket Trucks as Required
- All device spare storage in local Plano Facility
- Materials (See section 9)
- System Maintenance (as per this proposal)
- On Site Support (as required)
- 2 Hour Call Response
- 4 Hour On Site Response

Spares & Extended Product Warranties

- DragonWave Extended Warranty & Advanced Replacement (All)

Total Per Quarter (3 Months)	\$125,000.00
Total From Nov. 1, 2011 to Oct. 31, 2012	\$500,000.00

INSURANCE REQUIREMENTS

1.0 General Provisions

- 1.1 The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2 Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.
- 1.3 The Contractor agrees that the insurance requirements specified in this section do not reduce the liability Contractor has assumed in any indemnification/hold harmless section of this contract.
- 1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Contractor to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5 Insurance coverage required by this section shall:
 - 1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City
 - 1.5.2 Be with an insurer possessing an A-VII. A. M. Best Rating
- 1.6 **Subcontractor Insurance.** If the contractor utilizes the services of another company or subcontractor, affiliate or non-affiliate, in order to fulfill the requirements covered under this Agreement, then those other companies or subcontractors must comply with the insurance provisions within this Agreement.

2.0 Minimum Insurance Coverage & Limits

2.1 Commercial General Liability. Contractor shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.

2.1.1 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.1.2 City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability using **ISO additional insured endorsement CG 20 10 and CG 20 37** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Contractor.

2.1.3 Limits of Insurance

- 2.1.3.1 \$1,000,000 Per Occurrence
- 2.1.3.2 \$1,000,000 Personal/Advertising Injury
- 2.1.3.3 \$2,000,000 General Aggregate
- 2.1.3.4 \$2,000,000 Products/Completed Operations Aggregate

2.2 Commercial Automobile Liability. Contractor shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

2.2.1 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.2.2 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the provided in ISO form CA 00 01.

2.2.3 Contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Contractor pursuant to this section or under any applicable automobile physical damage coverage.

2.3 Workers' Compensation & Employer Liability. Contractor shall maintain workers' compensation insurance in amounts required by appropriate state statute. The employers liability limit and, if necessary, commercial umbrella coverage shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

2.3.1 Contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under contractor's workers' compensation and employers liability or commercial umbrella liability insurance. Contractor must cause a **waiver of subrogation** to be effected under its workers' compensation coverage using endorsement WC 00 03 13.

3.0 Evidence of Insurance

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, including for subcontractors cited in Section 1.6, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5 The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:

3.5.1 List each insurers' NAIC Number or FEIN

3.5.2 List **contract number, project name/number**, name of event, location (building name, building address, etc.), date(s) of event or service being performed

3.5.3 State insurance is on a primary basis and non-contributory with any insurance/or self-insurance carried by City

3.5.4 Specifically list reference to all endorsements required herein

- 3.5.5 List the specific number of days cancellation provided pursuant to policy language for notice of cancellation on certificate
- 3.5.7 List City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section

Risk Management Insurance Requirements Review

Supplemental Considerations for Risk Owner Department
Re: Scientel Wireless & Motorola Maintenance Agreement

The business purpose of this contract is to provide inspection, maintenance and support of the City of Plano's Wireless Mobile Broadband Network. Based on the documents provided and available information the Scope of Work will require the contractor to be on site performing the duties including inspection of site conditions, equipment, antenna systems, as well as network computer hardware & software.

In order to assure the City is protected from exposure for the work performed by the contractor, we have uploaded recommend insurance requirements including, General Liability, Commercial Automobile Liability and Workers Compensation coverage with the necessary endorsements. Some questions remain unresolved, however, and therefore we contacted the Risk Owner department, Technology Services, for discussion.

Our questions relate to continued concerns of vendors who will be performing some services for the City and will have, although perhaps on a limited/restricted basis, access to the City's network, server, data, electronic communications systems, hardware, software, etc. Or the vendor will be hosting a website, performing services using specially designed software or otherwise engaged in a relationship with the City whereby a copyright, end user agreement or licensing agreement is involved. In some cases the vendors proposed contract language seeks to limit their liability and promises they will make good the software or service. Our legal department has certain language and clauses or contingencies that shift the burden back to the vendor.

The organization has many stakeholders who have varying opinions about the likelihood of a loss due to failure on the part of the vendors, software, licenses to perform as expected or as promised in a contract. The fact is however slight or rare, these events do happen. Lightning striking a home is a rare occurrence too, but a prudent homeowner insures against this "unlikely" event. Many of the websites I have visited to research these issues over the past months tout they use "industry accepted security measures to protect against loss, misuse.." Yet they all seem to have similar disclaimers such as "No method of transmission over the internet, or method of electronic storage is 100% secure." Even the security sites I have visited have many cautions, disclaimers and liability limiting language.

In our effort to gain insight into these issues we contacted Risk Owner department, Technology Services. Their response was limited to a vote of confidence in the vendor with whom the City has a longstanding relationship of six years, and who handles responses on a 7x24 basis. We are further advised that any access by the vendor is logged so there is a forensic record of any

activities they may perform on our network. Unfortunately, T.S. remains unresponsive to the core questions of whether there exists any exposure, potential loss or harm to the City of Plano should the vendor fail to perform or should a cyber event occur. Rather than roundtable these issues we received no input, and so we continue to suggest the department may wish to consider requiring Information Technology Professional Liability coverage.



CERTIFICATE OF LIABILITY INSURANCE

OP ID CJ

DATE (MM/DD/YYYY)

10/10/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

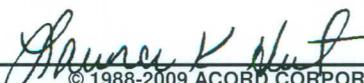
PRODUCER Hunt Insurance Agency, Inc. 12000 S. Harlem Avenue Palos Heights IL 60463-1153 Phone: 708-361-5300 Fax: 708-361-5316	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: SCIEN-1	
	INSURER(S) AFFORDING COVERAGE	
INSURED Scientel Wireless, LLC 948 Springer Drive Lombard IL 60148	INSURER A: Cincinnati Insurance Company	NAIC # 10677
	INSURER B: CNA Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CPP0813105	03/11/11	03/11/12	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000	
			X				X	PERSONAL & ADV INJURY \$ 1,000,000
								GENERAL AGGREGATE \$ 2,000,000
								PRODUCTS - COMP/OP AGG \$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY			CPA0813105	03/11/11	03/11/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS						\$	
<input checked="" type="checkbox"/> NON-OWNED AUTOS			X	\$				
A	UMBRELLA LIAB			CPP0813105	03/11/11	03/11/12	EACH OCCURRENCE \$ 5,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000	
	<input type="checkbox"/> DEDUCTIBLE						\$	
	<input checked="" type="checkbox"/> RETENTION \$ 0						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC1919926	03/11/11	03/11/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	
B	Professional Liab			CPB288321536	02/08/11	02/08/12	Prof Liab 5,000,000 Ded 15,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Plano, Texas is included as Additional Insured on a Primary/Non-Contributory basis with regard to the General Liability policy for work performed by insured. Waiver of Subrogation is included in favor of additional insured on the General Liability, Auto and Workers Compensation policies. Forms attached: GA 233, WC 0003, and AA4195

CERTIFICATE HOLDER PLANO-3 City of Plano Risk Management Division 7501 A Independence Parkway Plano TX 75025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of **SCIENTEL WIRELESS, LLC**, a Delaware limited liability company, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **SCIENTEL WIRELESS, LLC**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

“No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council.”

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

SCIENTEL WIRELESS, LLC

By: _____
Signature

Print Name

Title

Date

STATE OF DELAWARE §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2011.

Notary Public, State of Delaware