

STANDARD CONTRACT

CITY OF BOSTON/COUNTY OF SUFFOLK

(FORM CM 10 and 11)

CONTRACT NO. C-23030

DEPARTMENT - INVOICE MAILING ADDRESS Mayor's Office of Emergency Preparedness Boston City Hall, Room 603 One City Hall Plaza Boston, MA 02201	SERVICE LOCATION ADDRESS Mayor's Office of Emergency Preparedness Boston City Hall, Room 603 One City Hall Plaza Boston, MA 02201
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CONTRACTOR'S NAME AND ADDRESS

Smiths Detection-LiveWave
 Tech Plaza IV
 88 Silva Lane, Suite 250
 Middletown, RI 02842

PLEASE
INCLUDE
ZIP
CODE

BY	Account	Fund	Org	Program	Sub-CI	Project/Grant	Amount
1997	52907	200	231100	508A	2106	HLS08002	\$2,600,000.00
1997	52907	200	211100	508A	2106	HLS08002	\$550,000.00

SS.

2,150,034.62
FIN or SSN 223552823

Vendor ID 000037105

DESCRIPTION OF SERVICES FOR WHICH CITY/COUNTY AGREES TO PAY IF RENDERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS ATTACHED AND/OR INCORPORATED BY REFERENCE (continue on separate 8 1/2" x 11" sheet(s) if necessary) Design and installation of a regional, interoperable Critical Infrastructure Monitoring System throughout the jurisdictions that comprise the Metro Boston Homeland Security Region Per Base Bid of CIMS Proposal and to supplement the Boston Police Department's existing surveillance infrastructure. Documents attached include Smiths Detection-Livewave's original Non-Price Proposal in response to the CIMS RFP (Attachment 1), and Smiths Detection-LiveWave's Price Proposal (Attachment 2)	TERM (M/D/Y) 7/1/07 thru 6/30/08
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TOTAL AMOUNT NOT TO EXCEED \$ 2,700,034.62

* INSERT BASIS OF COMPENSATION: \$ _____ PER HOUR / \$ _____ PER DIEM

<p style="text-align: center;">AUDITOR</p> <p>APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS</p> <p style="text-align: center;">IN THE AMOUNT OF</p> <p style="font-size: 1.5em;">\$ <u>2,700,034.62</u></p> <p style="text-align: center;"><i>Annie Coughlin</i> SIGNATURE 9/18/07 DATE</p>	<p style="text-align: center;">CONTRACTOR</p> <p>AGREES TO PROVIDE THE SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. (IF CORPORATION, ATTACH AUTHORITY TO SIGN.)</p> <p style="text-align: center;"><i>[Signature]</i> SIGNATURE President + GM TITLE 7/23/07 DATE</p>	<p style="text-align: center;">AWARDING AUTHORITY/OFFICIAL</p> <p>ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS.</p> <p style="text-align: center;"><i>[Signature]</i> SIGNATURE 10/29/07 DATE</p>
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- ATTACHMENTS: (✓ CHECK ALL APPLICABLE DOCUMENTS ATTACHED)
- | | | |
|---|--|--|
| <input type="checkbox"/> AWARD LETTER | <input type="checkbox"/> REGISTER OF PROPOSALS | <input type="checkbox"/> PERFORMANCE BOND |
| <input type="checkbox"/> ADVERTISEMENT | <input type="checkbox"/> BID RESPONSE FORM | <input type="checkbox"/> CERTIFICATE OF AUTHORITY |
| <input type="checkbox"/> DETERMINATION TO USE RFP | <input type="checkbox"/> PROPOSAL/APPLICATION | <input type="checkbox"/> NO-RISK CERTIFICATE |
| <input type="checkbox"/> JUSTIFICATION FOR REQ. CONTRACTS | <input type="checkbox"/> CONTRACTOR CERTIFICATION | <input type="checkbox"/> INSURANCE CERTIFICATE(S) |
| <input type="checkbox"/> LIVING WAGE FORMS | <input type="checkbox"/> PURCHASE DESCRIPTION/SPECIFICATIONS | <input type="checkbox"/> REQUIREMENTS CONTRACTS GENERAL CONDITIONS |
| <input type="checkbox"/> BID OPENING CERTIFICATE | <input type="checkbox"/> EVALUATION CRITERIA (RFP'S) | <input type="checkbox"/> SPECIAL AGREEMENT(S) |

Approved as to form by Corporation Counsel May, 1999
 No payment will be made until the original copy of the executed contract is filed with the Auditing Department

**CITY OF BOSTON/COUNTY OF SUFFOLK
STANDARD CONTRACT GENERAL CONDITIONS**

FORM CM 11

ARTICLE 1 – DEFINITION OF TERMS:

1.1 The following terms or pronouns used in their stead wherever they appear in these Contract documents shall be construed as follows:

1.1.1 "City" shall mean the City of Boston or the County of Suffolk.

1.1.2 "Contract" and "Contract Documents" shall include, as applicable, all Advertisements, Invitations for Bids, Requests for Proposals, Proposals, Applications, Purchase Description/Specifications, Evaluation Criteria, Performance Bonds, General Conditions/Special Agreements/Requirements Contract General Provisions, letter to the Mayor of Boston concerning the award of the Contract, and all amendments thereto, which documents are incorporated herein by reference.

1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to whom this Contract is awarded.

1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

ARTICLE 2 – PERFORMANCE:

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official.

ARTICLE 3 – ACCEPTANCE OF SERVICE:

3.1 The City shall have a reasonable opportunity to inspect all service performed by and work product of the Contractor and accept or reject such service or work product.

ARTICLE 4 – TIME:

4.1 It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.

ARTICLE 5 – COMPENSATION:

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing service, labor and expenses for which compensation is due and requesting payment for services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of services accepted by the City, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for services performed under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule.

5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise.

5.5 The Contractor shall furnish such information, estimate or vouchers relating to the services or to documentation of labor or expenses as may be requested by the Official.

ARTICLE 6 – RELATIONSHIP WITH THE CITY

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City.

6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor.

6.4 Any waiver, expressed or implied, by the City or the Official of any rights, terms or conditions of this Contract shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions, beyond the specific instance of waiver.

ARTICLE 7 – ASSUMPTION OF LOSS AND LIABILITY:

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear all loss resulting from any cause before performance of services is completed and after performance of services if the service or work product fails to conform to specifications.

7.3 The Contractor shall assume the defense of and hold the City, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Contractor, its agents or employees in any way connected with performance under this Contract.

ARTICLE 8 - REMEDIES OF THE CITY:

8.1 If the Contractor shall provide services in a manner which is not to the satisfaction of the Official, the Official may request that the Contractor furnish services at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide services or shall provide services which are not satisfactory to the Official, the Official, in the alternative, may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor.

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause within fourteen (14) days after its occurrence.

8.4 This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract.

ARTICLE 9 – REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

ARTICLE 11 - COMPLIANCE WITH LAWS AND PUBLIC POLICY:

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law).

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, religious creed, national origin or age. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, employee or any other party, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.

11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall protect and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions of the Contractor, his agents, or employees.

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

ARTICLE 12 – AVAILABLE APPROPRIATION:

12.1 This Contract is subject to the availability of an appropriation therefor.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

ARTICLE 13 – RELEASE OF CITY ON FINAL PAYMENT:

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.



MAYOR'S OFFICE OF
**HOMELAND
 SECURITY**

THOMAS M. MENINO
 MAYOR



October 9, 2007

FOR LAW DEPARTMENT APPROVAL

The Honorable Thomas M. Menino
 Mayor of the City of Boston
 City Hall
 Boston, MA 02201

Dear Mr. Mayor:

Your Honor's permission is requested to award a contract to Smiths Detection-LiveWave to design and install a Critical Infrastructure Monitoring System throughout the City of Boston and the Metro-Boston Homeland Security Region in support of the Mayor's Office of Emergency Preparedness (MOEP) for the period of July 1, 2007 through June 30, 2008. This contract is to be awarded pursuant to the authority of G.L.c.30B, §6 for services under competitive bid procedures.

The selection process for this contract included the preparation of a Request for Proposal (RFP) document. The RFP was advertised in the City Record on March 19, 2007 and March 26, 2007. Non-Price and Price Proposals were received on April 20, 2007 by the prescribed deadline from the following Offerors: Intelligent Systems & Controls Contractors, Inc.; Raytheon Company; Smiths Detection-LiveWave; Total Recall Corporation; Verizon Business; Galaxy Integrated Technologies, Inc.; GE Transportation Systems; and BCM Controls Corporation.

The Non-Price Proposals were opened on April 20, 2007. Non-Price Proposals were evaluated by an Evaluations Committee comprised of Mayor's Office of Emergency Preparedness staff, representatives from Law Enforcement Agencies throughout the Metro Boston Homeland Security Region and Subject Matter Experts. Oral Presentations were given by the three highest-rated Offerors on Tuesday, May 22, 2007: Raytheon; Smiths Detection-LiveWave; and GE Transportation Systems. Upon review of the Oral Presentations and references, the Evaluations Committee made a recommendation to me based on a predetermined scoring method for evaluation of the Non-Price Proposals.

Price Proposals were opened on June 4, 2007 following receipt by MOEP of the Evaluation Committee's recommendation regarding the most advantageous proposal. The entire selection process followed rigorous criteria and standards, the ultimate

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objective of which was selection of the best firm to design and install a Critical Infrastructure Monitoring System in support of the Mayor's Office of Emergency Preparedness.

The selection of the firm was based on technical factors rather than solely on price. The extent to which the evaluation criteria specifically identified in the RFP were satisfied was the basis for the rating of the Non-Price Proposals. The evaluation of the Non-Price Proposals against the RFP criteria demonstrated Smiths Detection-LiveWave to be the most advantageous responsive and responsible firm.

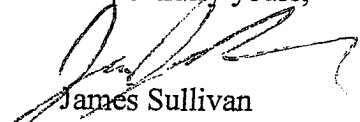
Compensation of this contract will not exceed two million seven hundred thousand thirty four dollars and sixty two cents (\$2,700,034.62) for eleven (11) months. The budget allocated for this particular phase of the project is \$3,150,000.00, should there be an amendment of this contract for additional contingencies.

This contract has been delayed in processing due to awaiting receipt of an acceptable performance bond from the vendor.

Therefore, Your Honor's permission is respectfully requested to enter into contract with Smiths Detection-LiveWave, Tech Plaza IV, 88 Silva Lane, Suite 250, Middletown, RI 02842 through the following contract information:

<i>Contract #</i>	<i>Vendor</i>	<i>Contract Amount Not to Exceed</i>
C-23630	Smiths Detection-LiveWave	\$2,700,034.62

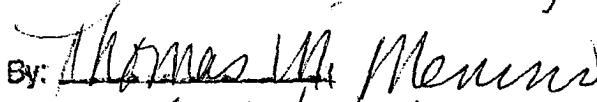
Respectfully yours,


James Sullivan
Acting Director

APPROVED
LAW DEPARTMENT

BY 
WILLIAM F. SINNOTT
CORPORATION COUNSEL

APPROVED
Thomas M. Menino
Mayor of Boston

By: 
10/29/07

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. K07656531

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Smiths Detection-LiveWave
88 Silva Lane, Suite 250
Middletown, RI 02842

SURETY (Name and Principal Place of Business):

Westchester Fire Insurance Company
436 Walnut Street
Philadelphia, PA 19106-3703

OWNER (Name and Address):

City of Boston
Mayor's Office of Emergency Preparedness
Boston City Hall, Room 603
One City Hall Plaza
Boston, MA 02201

CONSTRUCTION CONTRACT

Date: August 15, 2007

BOND

Date (Not earlier than Construction Contract Date): August 17, 2007

Amount: \$3,100,000.00*****

(Three Million One Hundred Thousand Dollars and 00/100)

Modifications to this Bond:

XX None

See Page 3

Description: Installation of up to 95 cameras and associated wireless systems for the Boston Mayor's Office of Emergency Preparedness. Project Name: Critical Infrastructure Monitoring System (CIMS)

CONTRACTOR AS PRINCIPAL:

Company: (Corporate Seal)

Smiths Detection-LiveWave

Signature:

Name and Title: **ROBERT C. CARTALEMI**
CONTRACTS MANAGER

SURETY

Company: (Corporate Seal)

Westchester Fire Insurance Company

Signature:

Name and Title: **Carolyn E. Wheeler**
Attorney-In-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

Marsh USA Inc.
9129 Cross Park Drive, Ste. 101
Knoxville, TN 37923
Attention: Carolyn E, Wheeler

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Power of Attorney

278456

WESTCHESTER FIRE INSURANCE COMPANY



1218970

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

FURTHER RESOLVED, that the Resolution of the Board of Directors of the Company adopted at the meeting held on November 8, 1999 relating to the authorization of certain persons to execute, for and on behalf of the Company, Written Commitments and appointments and delegations, is hereby rescinded.

Does hereby nominate, constitute and appoint **BARBARA A. THOMPSON, CAROLYN E. WHEELER, LESLIE PATTERSON, NOVETTA ANDERSON, KELLIE TURNER and LORETTA JONES** all of the City of Knoxville, State of Tennessee, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten Million Dollars (\$10,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 31st day of July 2007.



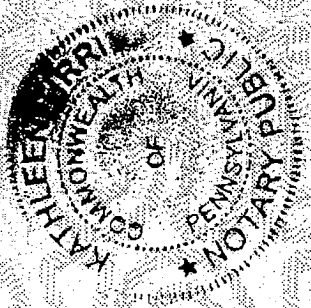
WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 31st day of July, A.D. 2007, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL
Kathleen Tirri, Notary Public
Philadelphia, Philadelphia County
My commission expires September 22, 2007

Notary Public

I, the undersigned Assistant Secretary of **WESTCHESTER FIRE INSURANCE COMPANY**, do hereby certify that the original **POWER OF ATTORNEY**, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 17 day of August 2007



William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER July 31, 2009

ADVERTISEMENT
CITY OF BOSTON

OFFICE OF EMERGENCY PREPAREDNESS

The City of Boston/Metro-Boston Homeland Security Region is requesting Proposals for the Design and Implementation of a Regional Critical Infrastructure Monitoring System.

NOTE: For information specific to this bid, please contact Rene Fieding @ 617-635-2974.

The City of Boston, acting by its Acting Director of Emergency Preparedness (the Official), requests proposals for interested and qualified parties (Offerors) to design and implement a regional, interoperable Critical Infrastructure Monitoring System throughout the Metro Boston Homeland Security Region.

This contract will extend for a period no longer than eighteen (18) months.

All proposals shall be submitted in accordance with the Request for Proposals (RFP) documents which may be obtained from the Mayor's Office of Emergency Preparedness, Boston City Hall, Room #603, Boston, MA 02201, weekdays beginning Monday, March 19, 2007, at 12:00 Noon Eastern Daylight Time (EDT). Interested parties may call (617) 635-1400 to request the RFP package.

The RFP shall set forth both price and non-price evaluation criteria. Non-Price and Price proposals shall be submitted in separate sealed envelopes in strict conformance with the instructions set forth in the RFP.

Written or e-mailed questions accepted Monday, March 26, 2007, until Monday, April 2, 2007 at 5:00 PM EDT. Questions received during this period will be answered at the mandatory Offerors' Conference on Friday, April 6, 2007, at 10:00 AM EDT. Proposals shall be accepted until Friday, April 20, 2007, at 5:00 PM EDT. Late proposals shall not be accepted.

The Director of Emergency Preparedness reserves the right to reject any and all proposals or parts thereof, and to award the contract in the best interest of the City of Boston.

This contract shall be subject to annual appropriation. If additional funds are not appropriated for the contract in any subsequent year, the Official shall cancel the contract.

The maximum time for the selection of a proposal after the opening of the proposals is 45 days.

Offerors are advised to conduct a thorough review of the RFP. Proposals not received by the deadline at the above address shall not be accepted. Any proposals not completed in the manner specified in the RFP shall not be evaluated.

The contents of each proposal submitted shall remain confidential, and shall not be made available to competing Offerors. Offerors wish to review the contents of competing proposals do so only after a contract is executed.

CYNTHIA CHANG
Acting Director of Emergency Preparedness

(Mar. 19 & 26.)



REGISTER OF PROPOSALS

The following Proposals, with the exception of the Sealed Price Proposals, were opened by the Chief Procurement Officer of the City of Boston or the Chief Procurement Officer Designee on

APRIL 27, 2007.

List Name of Each Offeror:

Intelligent Systems & Controls Contractors, Inc.
Raytheon
Smiths Detection
Total Recall Corporation
Verizon Business
Galaxy Integrated Technologies, Inc.
GE Transportation Systems
BCM Controls Corporation

List Number of Modifications Received, If Any:

This list is a complete and accurate list of proposals opened in the presence of the below named witness:

WITNESS:

Rene Fielding

Signed Under Penalties of Perjury:

Agustina 4/27/07
Procurement Officer or Designee

**THIS REGISTER OF PROPOSALS IS A PUBLIC RECORD
THIS REGISTER OF PROPOSALS MUST BE FILED WITH THE ORIGINAL CONTRACT**

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY



REQUEST FOR DELEGATION OF CPO AUTHORITY

DATE: 3/20/07

TO: Chief Procurement Officer

FROM: Mayor's Office of Emergency
Preparedness/Cynthia Chang
(Department/Department Head)

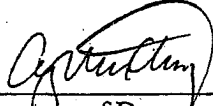
1 City Hall Plaza, Rm 603 Boston 2124
Street City Zip

617-635-1400
(Telephone)

I hereby request delegation of CPO Authority for the purpose of issuing Requests For Proposals for the following (goods/services):

Design, Engineering and Installation of a Regional, interoperable Critical
Infrastructure Monitoring System throughout the Metro-Boston Homeland Security
Region.

for a contract estimated to be for an amount of approximately \$ 2,700,000.00



Signature of Department Head

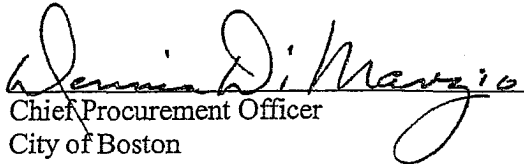
DELEGATION BY CPO

1. I hereby delegate to the above named Officer my authority as Chief Procurement Officer for the purposes stated, but subject to these limitations. The CPO Designee shall not be authorized to:

- Approve all RFP documents prior to advertisement
- Solicit Open Evaluate Open Price Proposals
- Award Exercise Options Amend

2. Other limitations include:

3. This delegation shall remain in effect unless revoked or amended.



Chief Procurement Officer
City of Boston

Power of Attorney

278456

WESTCHESTER FIRE INSURANCE COMPANY



1189517

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

FURTHER RESOLVED, that the Resolution of the Board of Directors of the Company adopted at the meeting held on November 8, 1999 relating to the authorization of certain persons to execute, for and on behalf of the Company, Written Commitments and appointments and delegations, is hereby rescinded.

Does hereby nominate, constitute and appoint BARBARA A. THOMPSON, CAROLYN E. WHEELER, LESLIE PATTERSON, NOVETTA ANDERSON and KELLIE TURNER all of the City of Knoxville, State of Tennessee, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten Million Dollars (\$10,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 18th day of January 2007.



WESTCHESTER FIRE INSURANCE COMPANY

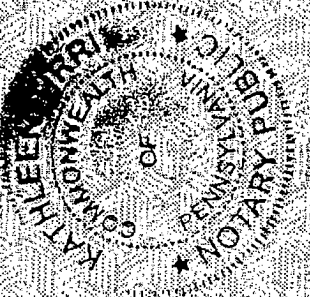
Stephen M. Haney

Stephen M. Haney, Vice-President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss

On this 18th day of January, A.D. 2007, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL
Kathleen Terri, Notary Public
Philadelphia, Philadelphia County
My commission expires September 22, 2007

Kathleen Terri

Notary Public

I, the undersigned Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 18 day of April 2007



William L. Kelly

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER January 18, 2009



DETERMINATION OF CPO OR CPO DESIGNEE TO USE RFP PROCESS

I hereby determine that in procuring the following (supplies/services):

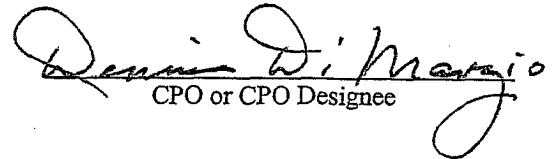
Design, Engineering and Installation of a Regional, Interoperable Critical
Infrastructure Monitoring System throughout the Metro-Boston Homeland
Security Region.

The selection of the most advantageous offer requires comparative judgements of factors in addition to price for the reasons that

The proposed system must exhibit the most advantageous software package, with
an easy-to-use user interface, performing the best functions for operating the
system. The network for the system must be designed efficiently for
effectively streaming video. Customer support packages must meet agency needs.



Awarding Authority/Official



CPO or CPO Designee

THIS FORM MUST BE FILED WITH THE ORIGINAL CONTRACT

**APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY**



CERTIFICATE OF AUTHORITY

(For Corporations Only)

August 5, 2007
(Current Date)

At a meeting of the Directors of the Smiths Detection Inc.
(Name of Corporation)

duly called and held at N/A

on the 5th day of January, 2006, at

which a quorum was present and acting, it was VOTED, that

Peter Mottur
(Name)

the President of this corporation is hereby
(Office)

authorized and empowered to make, enter into, sign, seal and deliver in behalf of this

corporation a contract for Mayor's Office of Emergency Preparedness

City of Boston

(Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record, that
said vote has not been amended or repealed and is in full force and effect as of this date,

and that Peter Mottur

is the duly elected President
(Name)

of this corporation.
(Office)

Attest:

(Affix Corporate Seal Here)

John C. Gault
(Clerk) (Secretary) of the Corporation



CITY OF BOSTON /COUNTY OF SUFFOLK

CONTRACTOR CERTIFICATION*

To the Official, acting in the name and behalf of the City of Boston/County of Suffolk:

A. The undersigned agrees to furnish all labor and materials and to perform all work required for:

The Critical Infrastructure Monitoring System, as described in the RFP dated March 19, 2007 as amended.

in accordance with the terms of the accompanying contract documents.

B. The Contractor is a/an Corporation
(Individual-Partnership-Corporation-Joint Venture-Trust)

1. If the Contractor is a Partnership, state name and residential address of all partners:

N/A

2. If the Contractor is a Corporation, state the following:

Corporation is incorporated in the State of Nevada
President is Tim Picciotti
Treasurer is Charisse Chel
Place of business is 88 Silva Lane, Suite 250
Middletown, RI 02842

3. If the Contractor is a Joint Venture, state the name and business address of each person, firm or company that is party to this joint venture:

N/A

A copy of the joint venture agreement is on file at
and will be delivered to the Official on request.

N/A

[*NOTE: This form should be included with all contracts awarded without advertising.]

4. If the Contractor is a Trust, state the name and residential address of all Trustees:

N/A

The trust document(s) are on file at N/A
and will be delivered to the Official on request.



C. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, c.110, §5, was filed:

N/A

D. The Taxpayer Identification Number* of the contractor (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

22-3552023

*If individual use Social Security Number:

E. Pursuant to M.G.L. c.60, §93, the undersigned certifies that the Collector-Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector-Treasurer further may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

F. Pursuant to M.G.L. c.62C, §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief all state tax returns have been filed and all state taxes required under law have been paid. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

Contractor: Smiths Detection-LiveWave

By: 
(Sign Here)

Business Address:

88 Silva Lane, Suite 250
Middletown, RI 02842



NOTE: This statement must bear the written signature of the contractor.

If the Contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual.

If the Contractor is a partnership this statement must be signed by a general partner designated as such.

If the Contractor is a corporation, trust or joint venture this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

**APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY**

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-002696061-02

PRODUCER

Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036
Attn: NewYork.certs@Marsh.com Fax: 212-948-0500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY
A LIBERTY MUTUAL FIRE INSURANCE COMPANY

COMPANY
B N/A

COMPANY
C N/A

COMPANY
D

069972-ALL-CAS-07-08

GW

SM

INSURED

SMITHS DETECTION, INC.
30 HOOK MOUNTAIN ROAD
PINE BROOK, NJ 07058

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	TB2-631-004341-127	08/01/07	08/01/08	GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 2,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> VENDOR'S LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
					COMBINED SINGLE LIMIT \$
	AUTOMOBILE LIABILITY				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> HIRED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				\$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WA7-63D-004341-137 (AOS)	08/01/07	08/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		WC7-631-004341-147 (OR & WI)	08/01/07	08/01/08	EL EACH ACCIDENT \$ 2,000,000
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL DISEASE-POLICY LIMIT \$ 2,000,000
	<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE-EACH EMPLOYEE \$ 2,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Boston City Hall is included as an additional insured except for Workers' Compensation.

CERTIFICATE HOLDER

Boston City Hall
One City Hall Plaza, Room 603
Boston, MA 02201

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE

MARSH USA INC.

By: Sue Srinivasan



MM1(3/02)

VALID AS OF: 08/02/07

smiths detection

bringing technology to life

Smiths Detection-LiveWave

Tech Plaza IV
88 Silva Lane, Suite 250
Middletown, RI 02842
Tel: 401-848-7678
Fax: 401-846-7077

Security Sensitive Information - FOR OFFICIAL USE ONLY

Date: 6/13/2007 Revised: Quote: MOEP66

To: Adam Wehrenberg
Company: Mayor's Office of Emergency Preparedness
Address: Boston City Hall Room 603
Address: Boston, MA 02201
Tel: (617) 590-9800
Email: adam.wehrenberg@cityofboston.gov

Project
Critical Infrastructure Monitoring System (CIMS)
65 Cameras Backbone

I: FirstView Video Management Systems

Part #	Qty	Item	Description	Rate	Total
3008.00	6	FV-ENT	Enterprise Management Server (1 per location)	\$6,253.45	\$37,520.70
4008.45	1	FV-NVR-8-4.5T	8 channel, network recorder, 2U rackmont, 4.5TB storage	\$10,980.91	\$10,980.91
4016.45	7	FV-NVR-16-4.5T	16 channel, network recorder, 2U rackmont, 4.5TB storage	\$13,900.81	\$97,305.64
7001.00	6	FV-CWS	Client Workstation with Dual LCD Monitors	\$4,345.09	\$26,070.53
8001.00	6	FV-JS	Joystick with hardware/software drivers	\$900.30	\$5,401.81
				Sub Total	\$177,279.60

III: Wireless Hardware

Part #	Qty	Item	Description	Rate	Total
			Backbone		
TBD	12		DragonWave Airpair 50	\$19,760.00	\$237,120.00
TBD	12		Manual Reboot System	\$507.00	\$6,084.00
TBD	12		Radio Mount	\$845.00	\$10,140.00
TBD	12		Grounding	\$540.80	\$6,489.60
TBD	12		Rack Mount	\$676.00	\$8,112.00
TBD	12		UPS Power Supply	\$2,600.00	\$31,200.00
TBD	12		Switch	\$845.00	\$10,140.00
TBD	7		Router	\$4,758.00	\$33,306.00
TBD	7		Miscellaneous	\$676.00	\$4,732.00
				Sub Total	\$347,323.60

IV: Additional Equipment

Part #	Qty	Item	Description	Rate	Total
TBD	6		Plasma/LCD Display (42/46")	\$3,120.00	\$18,720.00
INTMP	9		Intermapper SNMP Diagnostic Software w/remote access	\$1,950.00	\$17,550.00
Samsung	6		Extra 20" monitor per site	\$323.70	\$1,942.20
TBD	6		Display mount	\$357.50	\$2,145.00
APC	8		Rackmount UPS	\$1,950.00	\$15,600.00
				Sub Total	\$55,957.20

V: Engineering, Integration & Installation

Part #	Qty	Item	Description	Rate	Total
			SD-LiveWave Services		
9001.00	221	LW-PM	Project Management (per hour)	\$107.05	\$23,658.05
9001.00	45	LW-INT	Installation (per hour)	\$107.05	\$4,817.25
9002.00	164	LW-ENG	Engineering & Integration (per hour)	\$158.44	\$25,984.16
9003.00	221	LW-DEV	System Configuration	\$107.05	\$23,658.05
			StoneCrop Technologies		
			Backbone Labor Detail		
	100		Senior Network Engineer	\$158.44	\$15,844.00
	132		Project Manager, Mobilization	\$107.05	\$14,130.60
	116		Wireless Technician, Mobilization	\$158.44	\$18,379.04
	33		Project Manager, On Site	\$107.05	\$3,532.65
	264		Wireless Technicians, On Site	\$158.44	\$41,828.16
	50		Tower Climbers, On Site	\$75.00	\$3,750.00
	627		Electrician, On Site	\$90.00	\$56,430.00
	66		Network Monitor Technician	\$90.00	\$5,940.00
			Travel Allowance		
	35		Per diem	\$46.00	\$1,610.00
	75		Mileage	\$65.00	\$4,875.00
				Sub Total	\$244,436.96

Totals

FirstView Video Management Systems	\$177,279.60
Wireless Hardware	\$347,323.60
Additional Equipment	\$55,957.20
Engineering, Integration & Installation	\$244,436.96
Total	\$824,997.36

Notes:

Prices do not include state sales tax, miscellaneous fees or import/export duties of any kind.
Payment terms are Net 30 days unless otherwise indicated.
Smiths Detection reserves the right to modify any terms and/or conditions stated in the above quotation.
Documentation of tax-exempt status is required.
State sales tax will be charged unless said documentation is provided.
Quote subject to Smiths Detection-LiveWave Terms & Conditions
Shipping and Handling Included in all Pricing

Prepared By:

Doug Tuthill
Director of Operations
Smiths Detection-LiveWave
401.932.5045
Email: doug.tuthill@smithsdetection.com
Web Address: www.smithsdetection-livewave.com

Security Sensitive Information - FOR OFFICIAL USE ONLY

Date: 6/13/2007 Revised: Quote: MOEP65

To: Adam Wehrenberg
Company: Mayor's Office of Emergency Preparedness
Address: Boston City Hall Room 603
Address: Boston, MA 02201
Tel: (617) 590-9800
Email: adam.wehrenberg@cityofboston.gov

Project
Critical Infrastructure Monitoring
System (CIMS)
65 Cameras Site

Part #	Qty	Item	Description	Rate	Total
I: Camera Equipment					
Spectra	65	Bosch IP Camera		\$2,340.00	\$152,100.00
MISC-POL-01	65	Camera Mounting Hardware		\$143.00	\$9,295.00
	65	NEMA Enclosure		\$280.00	\$18,600.00
	65	UPS		\$150.80	\$9,802.00
				Sub Total	\$188,097.00

Part #	Qty	Item	Description	Rate	Total
II: Wireless Hardware					
Site Devices Pole Mount					
TBD	40	Gemini Lite or similar (TBD on Site Mount)		\$2,994.50	\$119,780.00
TBD	40	Electrical hardware		\$44.20	\$1,768.00
TBD	40	Miscellaneous		\$253.50	\$10,140.00
Site Devices Roof Mount					
TBD	25	Gemini Lite or similar (TBD on Site Survey)		\$2,994.50	\$74,862.50
TBD	25	Radio Mount		\$845.00	\$21,125.00
TBD	25	Grounding		\$280.80	\$7,020.00
TBD	25	Electrical hardware		\$1,014.00	\$25,350.00
TBD	25	Miscellaneous		\$253.50	\$6,337.50
Site to Hub Devices					
TBD	65	Gemini Lite or similar (TBD on Site Survey)		\$2,994.50	\$194,642.50
TBD	15	Manual Reboot System		\$507.00	\$7,605.00
TBD	23	Radio Mount		\$845.00	\$19,435.00
TBD	23	Grounding		\$280.80	\$6,458.40
TBD	65	Lighting arrester		\$175.50	\$11,407.50
TBD	23	Rack Mount, Conduit and Power		\$1,267.50	\$29,152.50
TBD	65	Miscellaneous		\$253.50	\$16,477.50
				Sub Total	\$551,561.40

Part #	Qty	Item	Description	Rate	Total
III: Engineering, Integration & Installation					
SD-LiveWave Services					
9001.00	48	LW-PN	Project Management (per hour)	\$107.05	\$5,138.40
9001.00	80	LW-TRNG	Training (per hour)	\$107.05	\$8,564.00
9002.00	236	LW-ENG	Engineering & Integration (per hour)	\$158.44	\$37,391.84
9003.00	319	LW-DEV	System Configuration	\$107.05	\$34,106.13
General Contractor Site Installation					
130	2	Foreman		\$90.85	\$11,810.50
780	12	Technician (3 Per Site, 4 hours per worker)		\$85.10	\$86,378.00
260	4	Bucket Truck (Per Day)		\$115.00	\$29,900.00
130	2	Police Detail		\$74.75	\$9,717.50
Electrical					
65	1	Foreman		\$110.40	\$7,176.00
260	4	Journeyman (2 Per Site, 2 hours per worker)		\$103.50	\$26,910.00
Site/Cron Technologies					
Pole Mount Labor Detail					
Senior Network Engineer					
108	1.661538462	Project Manager, Mobilization		\$107.05	\$11,561.40
108	1.661538462	Wireless Technician, Mobilization		\$158.44	\$17,111.52
108	1.661538462	Project Manager, On Site		\$107.05	\$11,561.40
194	2.984615385	Wireless Technicians, On Site		\$158.44	\$30,737.36
86	1.476923077	Electrician, On Site		\$90.00	\$8,640.00
129	1.984615385	Police Detail, On Site		\$95.00	\$8,385.00
33	0.507692308	Network Monitor Technician		\$90.00	\$2,970.00
Roof Mount Labor Detail					
Senior Network Engineer					
46	0.707692308	Project Manager, Mobilization		\$158.44	\$7,288.24
133	2.046153846	Project Manager, Mobilization		\$107.05	\$14,237.55
133	2.046153846	Wireless Technician, Mobilization		\$158.44	\$21,072.52
65	1	Project Manager, On Site		\$107.05	\$8,958.25
173	2.661538462	Wireless Technicians, On Site		\$158.44	\$27,410.12
43	0.661538462	Tower Climbers, On Site		\$75.00	\$3,225.00
65	1	Electrician, On Site		\$90.00	\$5,850.00
11	0.169230769	Network Monitor Technician		\$90.00	\$960.00
Hub Labor Detail					
Senior Network Engineer					
54	0.830769231	Project Manager, Mobilization		\$158.44	\$8,555.76
27	0.415384615	Project Manager, Mobilization		\$107.05	\$2,890.35
108	1.661538462	Wireless Technician, Mobilization		\$158.44	\$17,111.52
216	3.323076923	Project Manager, On Site		\$107.05	\$23,122.80
540	8.307692308	Wireless Technicians, On Site		\$158.44	\$85,557.60
108	1.661538462	Tower Climbers, On Site		\$75.00	\$8,100.00
162	2.482307692	Electrician, On Site		\$60.00	\$14,580.00
54	0.830769231	Network Monitor Technician		\$90.00	\$4,860.00
Travel Allowance					
35		Per diem		\$46.00	\$1,610.00
60		Mileage		\$65.00	\$3,800.00
				Sub Total	\$585,378.86

Totals

Camera Equipment	\$188,097.00
Wireless Hardware	\$551,561.40
Engineering, Integration & Installation	\$585,378.86
Total	\$1,325,037.26

Notes:

Prices do not include state sales tax, miscellaneous fees or import/export duties of any kind.
Payment terms are Net 30 days unless otherwise indicated.
Smiths Detection reserves the right to modify any terms and/or conditions stated in the above quotation.
Documentation of tax-exempt status is required.
State sales tax will be charged unless said documentation is provided.
Quote subject to Smiths Detection-LiveWave Terms & Conditions
Shipping and Handling Included in all Pricing
Prepared By:
Doug Tutill
Director of Operations
Smiths Detection-LiveWave
401.932.5045
Email: doug.tutill@smithsdetection.com
Web Address: www.smithsdetection-livewave.com

Security Sensitive Information - FOR OFFICIAL USE ONLY

Date: June 13, 2007 Revised: Quote Boston 89

To: Adam Wehrenberg
Company: Mayor's Office of Emergency Preparedness
Address: Boston City Hall Room 603
Address: Boston, MA 02201
Tel: (617) 590-9800
Email: adam.wehrenberg@cityofboston.gov

Project
Critical Infrastructure Monitoring
System (CIMS)
Option 3
Boston 30

I: FirstView Video Management Systems					
Part #	Qty	Item	Description	Rate	Total
4008.45	2	FV-NVR-8-4.5T	8 channel, network recorder, 2U rackmont, 4.5TB storage	\$10,980.91	\$21,961.81
				Sub Total	\$ 21,961.81

II: Camera Equipment					
Part #	Qty	Item	Description	Rate	Total
Spectra	30		Bosch IP Camera	\$2,340.00	\$70,200.00
BB5-PCA-GY	30		Camera Mounting Hardware	\$143.00	\$4,290.00
	30		NEMA Enclosure	\$260.00	\$7,800.00
	30		UPS	\$150.80	\$4,524.00
				Sub Total	\$ 86,814.00

III: Wireless Hardware					
Part #	Qty	Item	Description	Rate	Total
Backbone					
TBD	1		DragonWave Airpair 50	\$19,760.00	\$ 19,760.00
TBD	1		Manual Reboot System	\$507.00	\$ 507.00
TBD	1		Radio Mount	\$845.00	\$ 845.00
TBD	1		Grounding	\$540.80	\$ 540.80
TBD	1		Rack Mount	\$676.00	\$ 676.00
TBD	1		UPS Power Supply	\$2,600.00	\$ 2,600.00
TBD	1		Switch	\$845.00	\$ 845.00
TBD	1		Miscellaneous	\$676.00	\$ 676.00
Site Devices Pole Mount					
TBD	24		Gemini Lite or similar (TBD on Site Survey)	\$2,994.50	\$ 71,868.00
TBD	24		Electrical hardware	\$44.20	\$ 1,060.80
TBD	24		Miscellaneous	\$253.50	\$ 6,084.00
Site Devices Roof Mount					
TBD	6		Gemini Lite or similar (TBD on Site Survey)	\$2,994.50	\$ 17,967.00
TBD	6		Radio Mount	\$845.00	\$ 5,070.00
TBD	6		Grounding	\$280.80	\$ 1,684.80
TBD	6		Electrical hardware	\$1,014.00	\$ 6,084.00
TBD	6		Miscellaneous	\$263.90	\$ 1,583.40
Site to Hub Devices					
TBD	30		Gemini Lite or similar (TBD on Site Survey)	\$2,994.50	\$ 89,835.00
TBD	3		Manual Reboot System	\$507.00	\$ 1,521.00
TBD	30		Radio Mount	\$845.00	\$ 25,350.00
TBD	30		Grounding	\$280.80	\$ 8,424.00
TBD	30		Lighting arrester	\$175.50	\$ 5,265.00
TBD	12		Rack Mount, Conduit and Power	\$1,267.50	\$ 15,210.00
TBD	3		Miscellaneous	\$263.90	\$ 791.70
				Sub Total	\$ 284,248.50

IV: Additional Equipment					
Part #	Qty	Item	Description	Rate	Total
APC	2		Rackmount UPS	1,950.00	3,900.00
				Sub Total	\$ 3,900.00

V: Engineering, Integration & Installation					
Part #	Qty	Item	Description	Rate	Total
SD-LiveWave Services					
9001.00	220	LW-PM	Project Management (per hour)	107.05	23,551.00
9001.00	40	LW-INT	Installation (per hour)	107.05	4,282.00
9001.00	40	LW-TRNG	Training (per hour)	107.05	4,282.00
9002.00	150	LW-ENG	Engineering & Integration (per hour)	158.44	23,766.00
General Contractor Site Installation					
	60		Foreman	\$90.85	\$5,451.00
	360		Technician (3 Per Site, 4 hours per worker)	\$85.10	\$30,636.00
	130		Bucket Truck (Per Day)	\$115.00	\$14,950.00
	65		Police Detail	\$74.75	\$4,858.75
Electrical					
	35		Foreman	\$110.40	\$3,864.00
	120		Journeyman (2 Per Site, 2 hours per worker)	\$103.50	\$12,420.00

StoneCrop Technologies

	Pole Mount Labor Detail		
65	Project Manager, Mobilization	\$107.05	6,958.25
65	Wireless Technician, Mobilization	\$158.44	10,298.60
65	Project Manager, On Site	\$107.05	6,958.25
118	Wireless Technicians, On Site	\$158.44	18,695.92
58	Electrician, On Site	\$90.00	5,220.00
77	Police Detail, On Site	\$65.00	5,005.00
19	Network Monitor Technician	\$90.00	1,710.00
	Roof Mount Labor Detail		
32	Project Manager, Mobilization	\$107.05	3,425.60
32	Wireless Technician, Mobilization	\$158.44	5,070.08
16	Project Manager, On Site	\$107.05	1,712.80
41	Wireless Technicians, On Site	\$158.44	6,496.04
16	Electrician, On Site	\$90.00	1,440.00
2	Network Monitor Technician	\$90.00	180.00
	Backbone Labor Detail		
6	Senior Network Engineer	\$158.44	950.64
7	Project Manager, Mobilization	\$107.05	749.35
6	Wireless Technician, Mobilization	\$158.44	950.64
2	Project Manager, On Site	\$107.05	214.10
15	Wireless Technicians, On Site	\$158.44	2,376.60
35	Electrician, On Site	\$90.00	3,150.00
4	Network Monitor Technician	\$90.00	360.00
	Hub Labor Detail		
25	Senior Network Engineer	\$158.44	3,961.00
12	Project Manager, Mobilization	\$107.05	1,284.60
50	Wireless Technician, Mobilization	\$158.44	7,922.00
100	Project Manager, On Site	\$107.05	10,705.00
249	Wireless Technicians, On Site	\$158.44	39,451.56
75	Electrician, On Site	\$90.00	6,750.00
25	Network Monitor Technician	\$90.00	2,250.00
	Travel Allowance		
12	Per diem	46.00	552.00
12	Mileage	65.00	780.00
		Sub Total	\$ 283,638.78

Totals

FirstView Video Management Systems	\$ 21,961.81
Camera Equipment	\$ 86,814.00
Wireless Hardware	\$ 284,248.50
Additional Equipment	\$ 3,900.00
Engineering, Integration & Installation	\$ 283,638.78
Total	\$ 680,563.09

Notes:

Prices do not include state sales tax, miscellaneous fees or import/export duties of any kind.
 Payment terms are Net 30 days unless otherwise indicated.
 Smiths Detection reserves the right to modify any terms and/or conditions stated in the above quotation.
 Documentation of tax-exempt status is required.
 State sales tax will be charged unless said documentation is provided.
 Quote subject to Smiths Detection-LiveWave Terms & Conditions
 Shipping/handling included in all prices

Prepared By:

Doug Tuthill
 Director of Operations
 Smiths Detection-LiveWave
 401.932.5045
 Email: doug.tuthill@smithsdetection.com
 Web Address: www.smithsdetection-livewave.com

CM FORM 15A

CORI COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI system. Vendors entering into contracts with the City must affirm that their policies regarding CORI information are consistent with the standards set by the City of Boston.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of City of Boston Code, Chapter 4, section 7, as currently in effect. All Vendors must check one of the three lines below.

1. CORI checks are not performed on any Applicants.
2. CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth on the attached CM Form 15B.
3. CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth on the attached CM Form 15B (a copy of the Vendor's written CORI policy must accompany this form).

Peter Mottur
*(Typed or printed name of person signing quotation, bid or proposal)

*Signature *PM*

Smiths Detection Livelihood
(Name of Business)

NOTE:

The Awarding Authority may grant a waiver of CBC 4-7.3 under exigent circumstance on a contract by contract basis.

Instructions for Completing CM Form 15B:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant.
A Vendor who checks Lines 2 certifies that the Vendor's CORI policy conforms to the standards set forth in CM Form 15B. A Vendor with a CORI policy that does NOT conform to the standards set forth on CM Form 15B must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver, as provided for in CBC 4-7.4. For any waiver to be granted, a completed CM Form 15C must be completed by the awarding authority and attached hereto.



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

COVERED VENDORS LIVING WAGE AGREEMENT

At the same time the City of Boston awards a Service Contract through a Bid, a Request for Proposal or an Unadvertised Contract, the Covered Vendor must complete this Form and submit it to the City, agreeing to the following conditions. In addition, any Subcontractor of the Covered Vendor shall complete this form and submit it to the City at the time the Subcontract is executed, also agreeing to the following conditions:

Part 1: Covered Vendor (or Subcontractor) Information:

Name of Vendor: Smiths Detection-LiveWave

Local Contact Person: Contract: Doug Tuthill; Project: Patrick Hay

Address 88 Silva Lane, Suite 250 Middletown 02892
Street City Zip

Telephone #: 401-848-7678 Fax #: 401-846-7077

E-Mail: doug.tuthill@smithsdetection.com; patrick.hay@smithsdetection.com

Part 2: Name of the program or project under which the Contract or Subcontract is being awarded: Critical Infrastructure Monitoring System (CIMS)

Part 3: Workforce Profile of Covered Employees paid by the Service Contract or Subcontract:

A. List all Covered Employees' job titles with wage ranges (Use additional sheets of paper if necessary): Identify number of employees in each wage range.

JOB TITLE	< \$12.20 p/h	\$12.20 p/h- \$15.00 p/h	\$15.01 p/h- \$20.00 p/h	> \$20.01 p/h
Director of Operations				1
Project Manager			1	2
Network Administrator				1
Software Developer				4

B. Total number of Covered Employees: 9

C. Number of Covered Employees who are Boston residents: 0

D. Number of Covered Employees who are minorities: 0

E. Number of Covered Employees who are women: 0

Part 4: Covered Vendor's Past Efforts and Future Goals (Use additional sheets of paper if necessary in answering any of these questions):

Describe your past efforts and future goals to hire low and moderate income Boston residents:

Smiths Detection is an equal opportunity employer and makes every effort to hire, train and develop employees regardless of status. All subcontracted work is with Boston area employees.

Describe your past efforts and future goals to train Covered Employees:

Each employee is provided with a 7,000 of educational money. Additionally, all employees are sent to school or receive training to improve their skills.

Describe the potential for advancement and raises for Covered Employees:

All employees are provided with bonuses throughout the year that recognizes achievements and develops workforces. Each and every employee has an equal opportunity for advancement.

What is the net increase and decrease in number of jobs or number of jobs maintained by classification that will result from the awarding of the Service Contract:

25 wireless transmission jobs will be maintained
20-30 construction and electrical jobs will be maintained.

Part 5: Service Contracts:

List all Service Subcontracts either awarded or that will be awarded to vendors with funds from the Service Contract:

<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>AMOUNT OF SUBCONTRACT</u>
Steve Connors/Veritas	300 OAK ST, Amherst, MA	TBD
JF White	30 Bunker Hill Park, Charlestown, MA	TBD
Sullivan + MacLaughlin	74 Laurel St, Boston, MA	TBD
TRC ENG. DESIGNS	31 MILK ST, Boston, MA	TBD

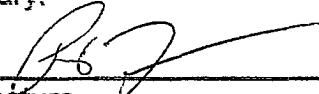
NOTE: Any Covered Vendor awarded a Service Contract must notify the Contracting Department within three (3) working days of signing a Service Subcontract with a Vendor.

IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling, The Living Wage Administrator, The Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259 or your Contracting Department.

Part 6: The following statement must be completed and signed by an authorized owner, officer or manager of the Covered Vendor. The signature of an attorney representing the Covered Vendor is not sufficient:

I, (print or type) Peter Mather (Authorized Representative of the Covered Vendor) on behalf of (print or type) Smiths Detection - Loughree (name of Covered Vendor) hereby state that the above-named, Covered Vendor is committed to pay all Covered Employees not less than the Living Wage, subject to adjustment each July 1, and to comply with the provisions of the Boston Jobs And Living Wage Ordinance.

I swear/affirm that the information which I am providing on behalf of Covered Vendor on this Covered Vendor Agreement is true and within my own personal knowledge. I understand that I am signing under the pains and penalties of perjury.

x 
Signature

7/23/07
Date

President and General Manager
Position with Covered Vendor



CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or any not-for-profit Vendor who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs And Living Wage Ordinance which requires any such Vendors to pay at least the **Living Wage** which is **\$12.20 per hour** to any employee who directly expends his or her time on the services set out in the contract. All Subcontractors whose subcontracts are at least \$25,000 are also required to pay the Living Wage.

If you are bidding on or negotiating a Service Contract that meets the above criteria, you should submit this Affidavit prior to the awarding of the contract. If you believe that you are exempt from the Living Wage Ordinance, complete Section 4: Exemption from Living Wage Ordinance, or if you are requesting a General Waiver, please complete Section 5: General Waiver Reason(s).

WARNING: No Service Contract will be executed until this Affidavit is completed, signed and submitted to the Contracting Department

IMPORTANT: Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling or visiting, The Living Wage Administrator, The Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259, facsimile: (617) 918-5299, or your Contracting Department.

Part 1: VENDOR INFORMATION:

Name of Vendor: Smiths Detection- Live Wage

Contact Person: Contract: Doug Turhill ; Project: Patrick Hay

Address 88 Silva Lane, Suite 250 Middleton 02892
Street City Zip

Telephone #: 401-848-7678 Fax #: 401-846-7677

E-Mail: doug.turhill@smithsdetection.com; Patrick.Hay@smithsdetection.com
(Patrick)

Part 2: CONTRACT INFORMATION:

Name of the program or project under which the Contract or Subcontract is being awarded:
Critical Infrastructure Monitoring System (CIMS)

Contracting Department: Paul Crowley / Doug Turhill

Start Date of Contract: _____ End Date of Contract: _____

Length of Contract: 1 year 2 years 3 years Other: _____ (years)

PART 3: ADDITIONAL INFORMATION

Please answer the following questions regarding your company or organization:

1. Your company or organization is: check one:

For Profit Not For Profit

2. Total number of "FTE" employees which you employ: 25 local

3. Total number of employees who will be assigned to work on the above-stated contract:
9

4. Do you anticipate hiring any additional employees to perform the work of the Service Contract?

Yes No

If yes, how many additional F.T.E.s do you plan to hire? 3

PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE

Any Vendor who qualifies may request an Exemption from the provisions of the Boston Jobs And Living Wage Ordinance by completing the following:

I hereby request an Exemption from the Boston Jobs And Living Wage Ordinance for the following reason(s): Attach any pertinent documents to this Application to prove that you are exempt from the Boston Jobs And Living Wage Ordinance. Please check the appropriate box(es) below:

- The construction contract awarded by the City of Boston is subject to the state prevailing wage law; and
- Assistance or contracts awarded to youth programs, provided that the contract is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; and
- Assistance or contracts awarded to work-study or cooperative educational programs, provided that the Assistance or contract is for stipends to students in the programs; and
- Assistance and contracts awarded to vendors who provide services to the City and are awarded to vendors who provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City funded positions.

Please give a full statement describing in detail the reasons you are exempt from the Boston Jobs And Living Wage Ordinance (attach additional sheets if necessary):

N/A, will comply

PART 5. GENERAL WAIVER REASON(S)

I hereby request a General Waiver from the Boston Jobs And Living Wage Ordinance. The application of the Boston Jobs And Living Wage Ordinance to my (check one):

- Service Contract
- Subcontract

violates the following state or federal statutory, regulatory or constitutional provision or provisions.

State the specific state or federal statutory, regulatory or constitutional provision or provisions, which makes compliance with the Boston Jobs And Living Wage Ordinance unlawful:

N/A

GENERAL WAIVER ATTACHMENTS:

Please attach a copy of the conflicting statutory, regulatory or constitutional provisions that makes compliance with this ordinance unlawful.


Please give a full statement describing in detail the reasons the specific state or federal statutory, regulatory or constitutional provision or provisions makes compliance with the Boston Jobs And Living Wage Ordinance unlawful (attach additional sheets if necessary):

N/A

PART 6: VENDOR AFFIDAVIT:

I Peter Matter a principal officer of the Covered Vendor certify and swear/affirm that the information provided on this Vendors Living Wage Affidavit is true and within my own personal knowledge and belief.

Signed under the pains and penalties of perjury.

SIGNATURE:  DATE: 7/23/07

PRINTED NAME: Peter Matter

TITLE: President and General Manager

City of Boston Purchase Order

Origin: Mayor's Office -

Purchase Order	Date	Revision	Page
0000423661	08/23/2007		1
Payment Terms	Freight Terms		
00	Destination, Freight Prepaid		
Buyer: Wehrenberg, Adam			

Vendor: 0000037105
Smiths Detection, Inc d/b/a
Smiths Detection-Livewave
88 Silva Lane, Suite 250
Middletown RI 02842

Ship To: Mayor's Office
Boston City Hall - Room 603
One City Hall Plaza
Boston MA 02201
Phone: 635-3382

Bill To: Mayor's Office of Emergency Preparedness-Homeland Secur
Boston City Hall -Room 603
One City Hall Plaza
Boston MA 02201

Tax Exempt? Y State Tax Exempt ID 046001380

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Design and installation of a regional, interoperable Critical Infrastructure Monitoring System throughout the jurisdictions that comprise the Metro Boston Homeland Security Region Per Base Bid of CIMS Proposal 52907-200-231100-508A-2106-1997-HLS08002-	1.00	EA	2,150,034.6200	2,150,034.62	08/23/2007
2 - 1	To supplement the Boston Police Department's existing surveillance infrastructure per Option 3 of CIMS Proposal 52907-200-211100-508A-2106-1997-HLS08002-	1.00	EA	550,000.0000	550,000.00	08/23/2007

Questions contact Adam Wehrenberg 617 692 0889 Contract number C-23630

Total PO Amount 2,700,034.62

Section below for City use only. VENDORS: Invoicing instructions and terms & conditions on reverse side of purchase order.

I certify that all records regarding this procurement are on file in this dept/office. Department Head/Purchasing Agent/BPS Business Manager <i>[Signature]</i>	Budget Use Only: _____ Approved By: _____	Exp. Date: 9/18/07 By: <i>[Signature]</i>	Approved to availability of appropriation. City Auditor/BPS Business Manager <i>[Signature]</i>
I certify that the goods/services shown above were received. Departmental Recipient/Services Supervisor/Engineer Receiver ID _____	_____ Partial Payment _____ Final Payment	I authorize payment for the goods/services shown above. Department Head/Services Supervisor/Engineer Payment Amt _____	
Invoice ID _____		A/P Use Only: _____ Voucher ID _____	



MAYOR'S OFFICE OF
HOMELAND
SECURITY

THOMAS M. MENINO
MAYOR



FOR LAW DEPARTMENT APPROVAL

June 2, 2008

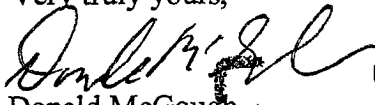
The Honorable Thomas M. Menino
Mayor of the City of Boston
City Hall
Boston, MA 02201

Dear Mr. Mayor:

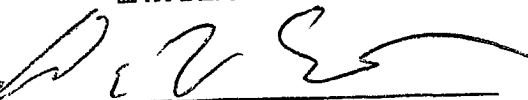

On October 29, 2007, your Honor approved an award of a contract based on public advertising for bids to Smiths Detection – LiveWave, Tech Plaza IV, 88 Silva Lane Suite 250, Middletown, RI 02482 for the design and install a Critical Infrastructure Monitoring System throughout the City of Boston and the Metro-Boston Homeland Security Region during the period July 1, 2007 to June 30, 2008 at a cost not to exceed two million seven hundred thousand thirty four dollars and sixty-two cents (\$2,700,034.62). This contract was awarded pursuant to the authority of G.L.c.30B, §6 for services under competitive bid procedures.

Your approval is requested to amend this contract to provide for additional funding to upgrade the bandwidth for the wireless backbone. These upgrades will allow for a more resilient and redundant network. The cost of the amendment shall not exceed four hundred thousand dollars (\$400,000.00), which I have determined to be reasonable. The contract, as amended, shall not exceed three million one hundred thousand and thirty-four dollars and sixty-two cents (\$3,100,034.62). The period of performance shall be extended to December 31, 2008 to allow for the installation.

Very truly yours,

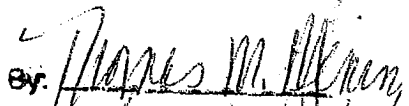

Donald McGough
Director

APPROVED
LAW DEPARTMENT

BY 
WILLIAM F. SINNOTT
CORPORATION COUNSEL 

APPROVED

Thomas M. Menino
Mayor of Boston

BY 

RECEIVED
ADDITIONAL DEPT
JUN 12 12 41 PM '08

6/24/08

AMENDMENT - AMOUNT AND/OR SCOPE OF SERVICES

WHEREAS, Additional funding is need to upgrade the bandwith for the wireless backbone,
these upgrades will allow for a more resilient and redundant network.

(Reason For Amendment; Attach Separate Sheet(s) If Necessary)

NOW THEREFORE, the contract between the City of Boston, acting by its

Director, MOEP (the Official), and

Smiths Detection - Livewave (the Contractor), for

Design and installation of a regional, interoperable Critical Infrastructure

Monitoring System throughout the jurisdictions that comprise the Metro Boston HS Region.

(Description of Services)

which was approved by the Mayor on October 29, 2007

(include, if applicable, "and amended on n/a ")

is hereby ("further," if applicable) amended as follows:

1. By modifying the scope of services set forth on Form CM-10/11 (basic contract) as follows:

Describe In Detail Substance Of Amendment; Attach Separate Sheet(s) If Necessary

2. By deleting in Form CM-10 the figures "\$ 2,700,034.62 "

and substituting in their place the figures "\$ 3,100,034.62 "

3. By modifying the term on the CM-10 as follows:

"From June 30, 2008 through Decceember 31, 2008 "
(Month/Day/Year) (Month/Day/Year)

4. The letter to the Mayor of Boston concerning this amendment dated _____

and approved on _____ is hereby incorporated by reference.

All other terms and conditions of the contract shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto set their hand and seals this

_____ day of _____, _____.

23630-08

APPROVED AS TO AVAILABILITY
OF APPROPRIATION

(NAME OF CONTRACTOR)

MP

Dennis Coughlin 6/13/08
City Auditor

Peter Motta
Name: Peter Motta
Title: President + GM

CITY OF BOSTON:

ASSENTED TO (IF APPLICABLE):

[Signature]
Official

Surety Company
By: Attorney-In-Fact

(Affix Surety Company
Corporate Seal)



CERTIFICATE OF AUTHORITY

(For Corporations Only)

JUNE 3, 2008
(Current Date)

At a meeting of the Directors of the SMITHS DETECTION INC.
(Name of Corporation)
duly called and held at _____

on the 5 day of JANUARY, 2006, at

which a quorum was present and acting, it was VOTED, that

PETER MOTTUR
(Name)

the AUTHORIZED REPRESENTATIVE of this corporation is hereby
(Office)
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this
corporation a contract for Mayor's Office of Emergency Preparedness,

City of Boston

to design and install a regional critical infrastructure monitoring system
(Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record, that
said vote has not been amended or repealed and is in full force and effect as of this date,


and that PETER MOTTUR
(Name)

is the duly elected AUTHORIZED REPRESENTATIVE
(Office)

of this corporation.

Attest:

(Affix Corporate Seal Here)


(Clerk) (Secretary) of the Corporation



CITY OF BOSTON
CHANGE ORDER REQUEST

PO #: 423661
CHANGE #: _____

DEPARTMENT/RC: MOEP CONTACT PERSON: Rene Fielding EXT: 5-1400

DATE: 6/2/08 REQ. #: _____

PO TYPE: GOODS SERVICES

CHECK TO CANCEL (CLOSE) ALL LINES OF PO:

C-23630 Smiths Detect

PO HEADER CHANGES:

Add or Change to (Billing Address Information Continued)

Origin: _____

Billing Address: _____

PO LINE CHANGES:

Line #: _____

Add or Change to Add or Change to

Item: _____ Contract #/Line #: _____

Quantity: _____

PO SCHEDULE CHANGES:

Line #: _____ Schedule #: _____

Add Change to Add Change to

Due Date: _____ Quantity: _____

Ship To: _____ Price: _____

COMMENTS: *ADD \$400,000 TO CONTRACT LINE 1. THANKS.*

[Signature]
6/13/08

APPROPRIATION CODE CHANGES

Line #	Schedule #	Distribution #	Amount of Increase (Decrease)	New Line (Y or N)	Cancel Line (Y or N)
1	1		\$400,000.00	N	N

[Signature]
(Department Head Signature)

6/2/08
Date

City of Boston Purchase Order

Origin: Mayor's Office -

Purchase Order	Date	Revision	Page
0000423661	08/23/2007		1
Payment Terms	Freight Terms		
00	Destination, Freight Prepaid		
Buyer: Wehrenberg, Adam			

Vendor: 0000037105
Smiths Detection, Inc d/b/a
Smiths Detection-Livewave
88 Silva Lane, Suite 250
Middletown RI 02842

Ship To: Mayor's Office
Boston City Hall - Room 603
One City Hall Plaza
Boston MA 02201
Phone: 635-3382

Bill To: Mayor's Office of Emergency Preparedness-Homeland Secur
Boston City Hall -Room 603
One City Hall Plaza
Boston MA 02201

Tax Exempt? Y State Tax Exempt ID 046001380

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Duc Date
1 - 1	Design and installation of a regional, interoperable Critical Infrastructure Monitoring System throughout the jurisdictions that comprise the Metro Boston Homeland Security Region Per Base Bid of CIMS Proposal 52907-200-231100-508A-2106-1997-HLS08002-	1.00	EA	2,150,034.6200	2,150,034.62	08/23/2007
2 - 1	To supplement the Boston Police Department's existing surveillance infrastructure per Option 3 of CIMS Proposal 52907-200-211100-508A-2106-1997-HLS08002-	1.00	EA	550,000.0000	550,000.00	08/23/2007

Questions contact Adam Wehrenberg 617 692 0889 Contract number C-23630

Total PO Amount 2,700,034.62

Section below for City use only.

VENDORS: Invoicing instructions and terms & conditions on reverse side of purchase order.

<p>I certify that all records regarding this procurement are on file in this dept/office.</p> <p>Department Head/Purchasing Agent/BPS Business Manager</p> <p>I certify that the goods/services shown above were received.</p> <p>Departmental Recipient/Services Supervisor/Engineer</p>	<p>Budget Use Only:</p> <p>Approved By:</p> <p>Partial Payment</p> <p>Final Payment</p>	<p>Exp. Date</p> <p>By:</p> <p>I authorize payment for the goods/services shown above.</p> <p>Department Head/Services Supervisor/Engineer</p>	<p>Approved as to availability of appropriation.</p> <p>City Auditor/BPS Business Manager</p>
Receiver ID	Invoice ID	Payment Amt	A/P Use Only: Voucher ID

SMITHS DETECTION INC.

UNANIMOUS WRITTEN CONSENT OF DIRECTORS

January 5, 2006

THE UNDERSIGNED, being all the members of the Board of Directors (the "Board") of SMITHS DETECTION INC., a Nevada corporation (the "Company"), pursuant to Section 78.315 of the Nevada Business Corporation Act, by unanimous written consent in lieu of a meeting, as evidenced by the signatures set forth below, hereby adopt the following resolutions and agree that adoption of such resolutions shall be valid and binding with the same force and effect as though such resolutions had been adopted at a meeting of the Board duly noticed, called and held:


APPOINTMENT OF PETER MOTTUR AS AUTHORIZED REPRESENTATIVE

RESOLVED, that Peter Mottur be, and he hereby is, authorized to act as an authorized representative of the Company (the "Authorized Representative") with respect to all matters arising from or relating only to the Company's Newport, Rhode Island site and as such he is authorized, empowered and directed, for and on behalf of the Company, to execute and deliver contracts, proposals, bids, solicitations and any documents in connection therewith, with such changes to the documents as the Authorized Representative shall deem necessary or appropriate, such judgment to be conclusively evidenced by the execution thereof by the Authorized Representative.

GENERAL AUTHORITY


RESOLVED, that this Consent may be (1) executed in counterparts and all such counterparts shall constitute one consent, notwithstanding that all directors may not be signatories to the same counterpart; and (2) executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered.

IN WITNESS WHEREOF, the undersigned have caused this Unanimous Written Consent of Directors to be duly executed as of day first set forth above.



Charisse Chel

David J. Kuckelman



Tim Picciddi

IN WITNESS WHEREOF, the undersigned have caused this Unanimous Written Consent of Directors to be duly executed as of day first set forth above.

Charisse Chel



David J. Kuckelman

Tim Picciotti

CONTINUATION
CERTIFICATE

Westchester Fire Insurance Company

, Surety upon

a certain Bond No. **K07656531**

dated effective August 17 2007
(MONTH-DAY-YEAR)

on behalf of Smith's Detection- LiveWave
(PRINCIPAL)

and in favor of City of Boston- Mayor's Office of Emergency Preparedness
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on August 17 2008
(MONTH-DAY-YEAR)

and ending on August 17 2009
(MONTH-DAY-YEAR)

Amount of bond \$3,100,000.00

Description of bond Performance Bond

Premium: \$46,500.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on May 23 2008
(MONTH-DAY-YEAR)
Westchester Fire Insurance Company

By 
ATTORNEY-IN-FACT Leslie Patterson

Marsh USA, Inc.
Agent

9129 Cross Park Drive Suite 101, Knoxville, TN 37923
Address of Agent

(865) 769-7700
Telephone Number of Agent

Power of Attorney

278456

WESTCHESTER FIRE INSURANCE COMPANY



1248389

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise;
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact;
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments;
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments;
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

FURTHER RESOLVED, that the Resolution of the Board of Directors of the Company adopted at the meeting held on November 8, 1999, relating to the authorization of certain persons to execute, for and on behalf of the Company, Written Commitments and appointments and delegations, is hereby rescinded.

Does hereby nominate, constitute and appoint BARBARA A. THOMPSON, CAROLYN E. WHEELER, LESLIE PATTERSON, NOVETTA ANDERSON, KELLIE TURNER and LORETTA JONES all of the City of Knoxville, State of Tennessee, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five Million Dollars (\$5,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice President, has hereunto subscribed his name and affixed the corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY, this 21st day of February, 2008.



WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss

On this 21st day of February, A.D. 2008, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2010

Karen E. Brandt

Notary Public

I, the undersigned Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 23rd day of May 2008.



William L. Kelly

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER February 21, 2010.

smiths detection

bringing technology to life

Smiths Detection – LiveWave
Tech Plaza IV
88 Silva Lane
Middletown, RI 02842
Tel: 401-848-7678
Fax: 401-846-7077

Critical Infrastructure Monitoring Phase II – Wireless Upgrade

Smiths Detection, Stonecrop Technologies, and all subcontractors involved in CIMS and CIMS II understand the need to utilize the CIMS Network for other Public Safety data applications and the benefits that it can provide. The MOEP Executive Committee, which oversees the CIMS Network, also realizes the value of the CIMS Network to provide distribution of video as well as data. Realizing this MOEP Executive Committee has requested a change order is issued to upgrade the network infrastructure to allow the ability to distribute data and video over the secure network, as well as allow for future expansion. The upgrade of the system will allow for the use of the network by other projects; however the networks primary function is to support CIMS related video and data. Upon completion of the network and project As-Built will be provided that indicated all network hardware, resources, and ports. The As-Built will also provide detailed information identifying ports and resources dedicated to the CIMS project as well as the ports and resources that are available for additional data and other projects. All requests for network modification beyond the CIMS statement of work will need to be made by the MOEP Executive Committee; Smiths Detection will provide 40 Hours of Network Engineering upon completion of the CIMS project to assist in the integration of other systems. Any network modification requested thereafter will be evaluated and estimates will be provided to the MOEP Executive Committee for approval prior to any modification.

Patrick Hay

Operations Manger

Security Sensitive Information - FOR OFFICIAL USE ONLY

Date: May 14, 2008 Quote:

To: Rene Fielding
Company: Mayor's Office of Emergency Preparedness
Address: Boston City Hall Room 603
Address: Boston, MA 02201
Tel: (617) 590-9800
Email: renefielding@cityofboston.gov

Project
Critical Infrastructure Monitoring
Wireless Upgrade

Wireless Hardware				
Part #	Qty	Description	Rate	Total
RAD-024	4	Wireless Antenna 18GHz 200-2.5 Licensed Connection	\$23,441.60	\$93,766.40
RAD-23	4	Wireless Antenna 18GHz 200-2 Licensed Connection	\$21,912.80	\$87,651.20
RAD-22	2	Wireless Antenna 11GHz 200-2.5	\$20,384.00	\$40,768.00
SOFT-00	5	100 to 200 License Upgrade	\$7,134.40	\$35,672.00
RAD-02C	1	80GHz 2' Dish Wireless Communication	\$40,666.08	\$40,666.08
RAD-021	1	80GHz 1' Dish Wireless Communication	\$32,512.48	\$32,512.48
RAD-011	2	60GHz 2' Dish Wireless Communication	\$24,535.84	\$49,071.68
RAD-002	1	60GHz 1' Dish Wireless Communication	\$18,156.66	\$18,156.66
FCC-001	5	FCC Licensing, Filing, and Protection	\$1,971.64	\$9,858.20
MT-BRM	6	Mount, Large No Penetrating Roof Mount	\$814.58	\$4,887.48
FPP-001	11	Fiber Patch Panel	\$131.60	\$1,447.60
CAB-002	3	500' Roll Duct/Aerial Fiber	\$350.50	\$1,051.50
FJC-001	12	Fiber Jumper Cables	\$33.27	\$399.24
CON-002	16	Unicam Fiber Connector	\$12.43	\$198.80
CDS-001	4	Con Drawings the Tower	\$4,660.00	\$18,720.00
			Sub Total	\$434,827.32
Equipment Credit				
RAD-003	4	Wireless Antenna 18GHz 40-2	\$ (17,453.80)	-\$69,815.20
RAD-004	4	Wireless Antenna 18GHz 40-2.5	\$ (19,040.45)	-\$76,161.80
RAD-005	1	Wireless Antenna 11GHz 40-2.5	\$ (19,040.45)	-\$19,040.45
			Sub Total	(\$165,017.45)
			Total	\$269,809.87

Engineering, Integration & Installation				
Part #	Qty	Description	Rate	Total
SD-LiveWave Services				
9001.00	31	Project Management (per hour)	\$107.05	\$3,318.55
9002.00	18	Engineering & Integration (per hour)	\$158.44	\$2,851.92
StoneCrop Technologies				
	80	Electrician, On Site	\$90.00	\$7,200.00
	75	Network Monitor Technician	\$90.00	\$6,750.00
	133	Project Manager, Mobilization	\$107.05	\$14,237.65
	45	Project Manager, On Site	\$107.05	\$4,817.25
	170	Senior Network Engineer	\$158.44	\$26,934.80
	96	Tower Climbers, On Site	\$75.00	\$7,200.00
	149	Wireless Technician, Mobilization	\$158.44	\$23,607.56
	210	Wireless Technician, On Site	\$158.44	\$33,272.40
			Sub Total	\$130,190.13

Totals	
Wireless Hardware	\$269,809.87
Engineering, Integration & Installation	\$130,190.13
Total	\$400,000.00

Notes:
Please see attached memo.
Prices do not include state sales tax, miscellaneous fees or import/export duties of any kind.
Payment terms are Net 30 days unless otherwise indicated.
Smiths Detection reserves the right to modify any terms and/or conditions stated in the above quotation.
Documentation of tax-exempt status is required.
State sales tax will be charged unless said documentation is provided.
Quote subject to Smiths Detection-LiveWave Terms & Conditions
Shipping and Handling included in all Pricing
Prepared By:
Patrick Hey
Director of Operations
Smiths Detection-LiveWave
401.848.8628
Email:
Web Address: www.smithsdetection-livewave.com

STANDARD CONTRACT

CITY OF BOSTON/COUNTY OF SUFFOLK

(FORM CM 10 and 11)

CONTRACT NO. C-23030

DEPARTMENT - INVOICE MAILING ADDRESS
 Mayor's Office of Emergency Preparedness
 Boston City Hall, Room 603
 One City Hall Plaza
 Boston, MA 02201

SERVICE LOCATION ADDRESS
 Mayor's Office of Emergency Preparedness
 Boston City Hall, Room 603
 One City Hall Plaza
 Boston, MA 02201

CONTRACTOR'S NAME AND ADDRESS

Smiths Detection-LiveWave
 Tech Plaza IV
 88 Silva Lane, Suite 250
 Middletown, RI 02842

PLEASE
 INCLUDE
 ZIP
 CODE

BY	Account	Fund	Org	Program	Sub-CI	Project/Grant	Amount
1997	52907	200	231100	508A	2106	HLS08002	\$2,600,000.00
1997	52907	200	211100	508A	2106	HLS08002	\$550,000.00

2,150,034.62
 FIN or SSN 223552823
 Vendor ID 0000037105

DESCRIPTION OF SERVICES FOR WHICH CITY/COUNTY AGREES TO PAY IF RENDERED IN ACCORDANCE WITH THE CONTRACT
 DOCUMENTS ATTACHED AND/OR INCORPORATED BY REFERENCE (continue on separate 8 1/2" x 11" sheet(s) if necessary)

Design and installation of a regional, interoperable Critical Infrastructure Monitoring System throughout the jurisdictions that comprise the Metro Boston Homeland Security Region Per Base Bid of CIMS Proposal and to supplement the Boston Police Department's existing surveillance infrastructure.

Documents attached include Smiths Detection-Livewave's original Non-Price Proposal in response to the CIMS RFP (Attachment 1), and Smiths Detection-LiveWave's Price Proposal (Attachment 2)

TERM

(M/D/Y)

7/1/07

thru

6/30/08

TOTAL
 AMOUNT
 NOT TO
 EXCEED

\$2,700,034.

* INSERT BASIS OF COMPENSATION: \$ PER HOUR / \$ PER DIEM

AUDITOR

APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS

IN THE AMOUNT OF

MAP
 \$ 2,700,034.62 *AC*
Annie Cuplin
 SIGNATURE
9/18/07
 DATE

CONTRACTOR

AGREES TO PROVIDE THE SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. (IF CORPORATION, ATTACH AUTHORITY TO SIGN.)

P. J.
 SIGNATURE
 President + GM
 TITLE
7/23/07
 DATE

AWARDING AUTHORITY/OFFICIAL

ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS.

[Signature]
 SIGNATURE
10/29/07
 DATE

ATTACHMENTS: (✓ CHECK ALL APPLICABLE DOCUMENTS ATTACHED)

- | | | |
|---|--|---|
| <input type="checkbox"/> AWARD LETTER | <input type="checkbox"/> REGISTER OF PROPOSALS | <input type="checkbox"/> PERFORMANCE BOND |
| <input type="checkbox"/> ADVERTISEMENT | <input type="checkbox"/> BID RESPONSE FORM | <input type="checkbox"/> CERTIFICATE OF AUTHORITY |
| <input type="checkbox"/> DETERMINATION TO USE RFP | <input type="checkbox"/> PROPOSAL/APPLICATION | <input type="checkbox"/> NO-RISK CERTIFICATE |
| <input type="checkbox"/> JUSTIFICATION FOR REQ. CONTRACTS | <input type="checkbox"/> CONTRACTOR CERTIFICATION | <input type="checkbox"/> INSURANCE CERTIFICATE(S) |
| <input type="checkbox"/> LIVING WAGE FORMS | <input type="checkbox"/> PURCHASE DESCRIPTION/
SPECIFICATIONS | <input type="checkbox"/> REQUIREMENTS CONTRACTS
GENERAL CONDITIONS |
| <input type="checkbox"/> BID OPENING CERTIFICATE | <input type="checkbox"/> EVALUATION CRITERIA (RFP'S) | <input type="checkbox"/> SPECIAL AGREEMENT(S) |

Approved as to form by Corporation Counsel May, 1999

No payment will be made until the original copy of the executed contract is filed with the Auditing Department



MAYOR'S OFFICE OF
HOMELAND
SECURITY

THOMAS M. MENINO
MAYOR



October 9, 2007

FOR LAW DEPARTMENT APPROVAL

The Honorable Thomas M. Menino
Mayor of the City of Boston
City Hall
Boston, MA 02201

Dear Mr. Mayor:

Your Honor's permission is requested to award a contract to Smiths Detection-LiveWave to design and install a Critical Infrastructure Monitoring System throughout the City of Boston and the Metro-Boston Homeland Security Region in support of the Mayor's Office of Emergency Preparedness (MOEP) for the period of July 1, 2007 through June 30, 2008. This contract is to be awarded pursuant to the authority of G.L.c.30B, §6 for services under competitive bid procedures.

The selection process for this contract included the preparation of a Request for Proposal (RFP) document. The RFP was advertised in the City Record on March 19, 2007 and March 26, 2007. Non-Price and Price Proposals were received on April 20, 2007 by the prescribed deadline from the following Offerors: Intelligent Systems & Controls Contractors, Inc.; Raytheon Company; Smiths Detection-LiveWave; Total Recall Corporation; Verizon Business; Galaxy Integrated Technologies, Inc.; GE Transportation Systems; and BCM Controls Corporation.

The Non-Price Proposals were opened on April 20, 2007. Non-Price Proposals were evaluated by an Evaluations Committee comprised of Mayor's Office of Emergency Preparedness staff, representatives from Law Enforcement Agencies throughout the Metro Boston Homeland Security Region and Subject Matter Experts. Oral Presentations were given by the three highest-rated Offerors on Tuesday, May 22, 2007: Raytheon; Smiths Detection-LiveWave; and GE Transportation Systems. Upon review of the Oral Presentations and references, the Evaluations Committee made a recommendation to me based on a predetermined scoring method for evaluation of the Non-Price Proposals.

Price Proposals were opened on June 4, 2007 following receipt by MOEP of the Evaluation Committee's recommendation regarding the most advantageous proposal. The entire selection process followed rigorous criteria and standards, the ultimate

objective of which was selection of the best firm to design and install a Critical Infrastructure Monitoring System in support of the Mayor's Office of Emergency Preparedness.

The selection of the firm was based on technical factors rather than solely on price. The extent to which the evaluation criteria specifically identified in the RFP were satisfied was the basis for the rating of the Non-Price Proposals. The evaluation of the Non-Price Proposals against the RFP criteria demonstrated Smiths Detection-LiveWave to be the most advantageous responsive and responsible firm.

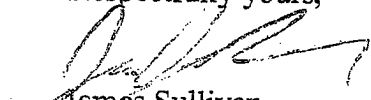
Compensation of this contract will not exceed two million seven hundred thousand thirty four dollars and sixty two cents (\$2,700,034.62) for eleven (11) months. The budget allocated for this particular phase of the project is \$3,150,000.00, should there be an amendment of this contract for additional contingencies.

This contract has been delayed in processing due to awaiting receipt of an acceptable performance bond from the vendor.

Therefore, Your Honor's permission is respectfully requested to enter into contract with Smiths Detection-LiveWave, Tech Plaza IV, 88 Silva Lane, Suite 250, Middletown, RI 02842 through the following contract information:

<i>Contract #</i>	<i>Vendor</i>	<i>Contract Amount Not to Exceed</i>
C-23630	Smiths Detection-LiveWave	\$2,700,034.62

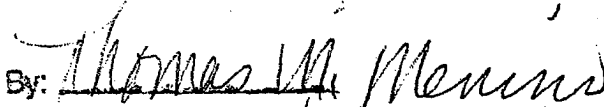
Respectfully yours,


James Sullivan
Acting Director

APPROVED
LAW DEPARTMENT

BY 
WILLIAM F. SINNOTT
CORPORATION COUNSEL

APPROVED
Thomas M. Menino
Mayor of Boston

By: 
10/29/07

23600

TIME EXTENSION AMENDMENT

WHEREAS Additional time is need to complete the Brookline Camera Installations and the
S _____

Software upgrades

(Reason For Extension; Attach Separate Sheet If Necessary)

NOW THEREFORE, the contract between the City of Boston, acting by its

Director, Mayor's of Emergency Preparedness (the Official), and

Smiths Detection - Liveware (the Contractor),

approved by the Mayor on October 29, 2007

(include if applicable, "and amended on June 24, 2008 ")

is hereby ("further", if applicable,) amended as follows:

The period of performance of this contract is hereby extended to February 27, 2009

All other terms and conditions of the contract shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto set their hand and seals this
day of _____

APPROVED AS TO AVAILABILITY
OF APPROPRIATION

(NAME OF CONTRACTOR) Smiths Detection

1196

Annis Caughlin 2/5/09
City Auditor

Peter Mottor
Name: Peter Mottor
Title: President + GM

CITY OF BOSTON:
[Signature]
Awarding Authority / Official

ASSENTED TO (IF APPLICABLE):

Surety Company:
By: Attorney-in-Fact

APPROVED
Thomas M. Menino
Mayor to

(Affix Surety Company
Corporate Seal)



MAYOR'S OFFICE OF
HOMELAND
SECURITY

THOMAS M. MENINO
MAYOR



FOR LAW DEPARTMENT APPROVAL

May 9, 2009

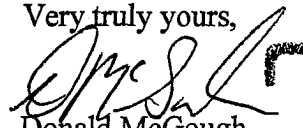
The Honorable Thomas M. Menino
Mayor of the City of Boston
City Hall
Boston, MA 02201

Dear Mr. Mayor:

On October 29, 2007, your Honor approved an award of a contract based on public advertising for bids to SmithsDetection-LiveWave, Tech Plaza IV, 88 Silva Lane Suite 250, Middleton, RI 02482 for the design and installation of a Critical Infrastructure Monitoring System throughout the City of Boston and the Metro-Boston Homeland Security Region during the period July 1, 2007 to June 30, 2008 at a cost not to exceed two million seven hundred thousand thirty four dollars and sixty-two cents (\$2,700,034.62) and amended on June 13, 2008 to increase the contract amount by four hundred thousand (\$400,000) and provide a new contract extension date of December 31, 2008. This contract was awarded pursuant to the authority of G.L.c.30B, §6 for services under competitive bid procedures


Your approval is requested to amend this contract to provide for additional funding to cover the cost of additional hardware and installation costs. The cost of the amendment shall not exceed two hundred seventy thousand eight hundred thirteen dollars and twelve cents (\$270,813.12), which I have determined to be reasonable. The contract, as amended, shall not exceed three million three hundred seventy thousand eight hundred forty-seven dollars and seventy-four cents (\$3,370,874.74). The period of performance shall be extended to June 30, 2009 to allow for the installation. This amendment is late due to administrative delays in receiving signatures.

Very truly yours,


Donald McGough
Director

APPROVED
LAW DEPARTMENT

BY


WILLIAM F. SINNOTT
CORPORATION COUNSEL

APPROVED

Thomas M. Menino
Mayor of Boston

By: 



AMENDMENT - AMOUNT AND/OR SCOPE OF SERVICES

WHEREAS, Additional time and funding is needed to complete the camera installations as
part of the Critical Infrastructure Monitoring System (CIMS).

(Reason For Amendment; Attach Separate Sheet(s) If Necessary)

NOW THEREFORE, the contract between the City of Boston, acting by its

Director, MOEP (the Official), and

Smiths Detection - Livewave (the Contractor), for

designing and installing a regional critical infrastructure monitoring system in

Boston and eight surrounding communities.

(Description of Services)

which was approved by the Mayor on October 29, 2007

(include, if applicable, "and amended on June 24, 2008 ")

is hereby ("further," if applicable) amended as follows:

1. By modifying the scope of services set forth on Form CM-10/11 (basic contract) as follows:

Describe In Detail Substance Of Amendment; Attach Separate Sheet(s) If Necessary

2. By deleting in Form CM-10 the figures "\$ 3,100,034.62 "

and substituting in their place the figures "\$ 3,370,847.74 "

3. By modifying the term on the CM-10 as follows:

"From July 1, 2007 through June 30, 2009 "
(Month/Day/Year) (Month/Day/Year)

4. The letter to the Mayor of Boston concerning this amendment dated _____

and approved on _____ is hereby incorporated by reference.

All other terms and conditions of the contract shall remain in full force and effect.



IN WITNESS WHEREOF the parties hereto have hereunto set their hand and seals this

_____ day of _____, _____.

23030

MAF

APPROVED AS TO AVAILABILITY
OF APPROPRIATION

(NAME OF CONTRACTOR)
Smiths Detection Inc.

Demetrius Coughlin 6/1/09

City Auditor

P. J.

Name: *Peter Mottus*
Title: *President + General Manager*

CITY OF BOSTON:

ASSENTED TO (IF APPLICABLE):

[Signature]

Official

Surety Company
By: Attorney-In-Fact

(Affix Surety Company
Corporate Seal)

CERTIFICATE OF AUTHORITY
(For Corporations Only)

MARCH 6, 2009
(Current Date)

At a meeting of the Directors of the SMITHS DETECTION INC.
(Name of Corporation)
duly called and held at N/A

on the 5th day of JANUARY, 2006, at

which a quorum was present and acting, it was VOTED, that

PETER MOTTUA
(Name)

the AUTHORIZED REPRESENTATIVE of this corporation is hereby
(Office)
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this

corporation a contract for Mayor's Office of Emergency Preparedness,

to design and install a regional critical infrastructure monitoring system.

(Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record, that
said vote has not been amended or repealed and is in full force and effect as of this date,


and that PETER MOTTUA
(Name)

is the duly elected AUTHORIZED REPRESENTATIVE
(Office)

of this corporation.

Attest:

(Affix Corporate Seal Here)


(Clerk) (Secretary) of the Corporation

23630

TIME EXTENSION AMENDMENT

WHEREAS Additional time is need to complete the acceptance phase of the CIMS system
S _____

(Reason For Extension; Attach Separate Sheet If Necessary)

NOW THEREFORE, the contract between the City of Boston, acting by its

Director, Mayor's of Emergency Preparedness (the Official), and

Smiths Detection - Livewave (the Contractor),

approved by the Mayor on October 29, 2007

(include if applicable, "and amended on June 24, 2008 ")

is hereby ("further", if applicable,) amended as follows:

The period of performance of this contract is hereby extended to September 30, 2009

All other terms and conditions of the contract shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto set their hand and seals this
_____ day of _____,

APPROVED AS TO AVAILABILITY
OF APPROPRIATION

(NAME OF CONTRACTOR):

10/29

Annis Coughlin 7/29/09
City Auditor

Peter Mottor
Name: Peter Mottor
Title: President + General Manager
ASSENTED TO (IF APPLICABLE):

CITY OF BOSTON:

[Signature]
Awarding Authority / Official

Surety Company:
By: Attorney-in-Fact

APPROVED

(Affix Surety Company
Corporate Seal)

Thomas M. Menino
Mayor