### STANDARD CONTRACT
CITY OF BOSTON/COUNTY OF SUFFOLK

**CONTRACT NO.** C-23630

<table>
<thead>
<tr>
<th>DEPARTMENT - INVOICE MAILING ADDRESS</th>
<th>SERVICE LOCATION ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor's Office of Emergency Preparedness</td>
<td>Mayor's Office of Emergency Preparedness</td>
</tr>
<tr>
<td>Boston City Hall, Room 603</td>
<td>Boston City Hall, Room 603</td>
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<tr>
<td>One City Hall Plaza</td>
<td>One City Hall Plaza</td>
</tr>
<tr>
<td>Boston, MA 02201</td>
<td>Boston, MA 02201</td>
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<table>
<thead>
<tr>
<th>CONTRACTOR'S NAME AND ADDRESS</th>
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</thead>
<tbody>
<tr>
<td>Smiths Detection-LiveWave</td>
</tr>
<tr>
<td>Tech Plaza IV</td>
</tr>
<tr>
<td>88 Silva Lane, Suite 250</td>
</tr>
<tr>
<td>Middletown, RI 02842</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>BY</th>
<th>Account</th>
<th>Fund</th>
<th>Org</th>
<th>Program</th>
<th>Sub-CI</th>
<th>Project/Grant</th>
<th>Amount</th>
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<td>52907</td>
<td>200</td>
<td>231100</td>
<td>508A</td>
<td>2106</td>
<td>HLS08002</td>
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<td>508A</td>
<td>2106</td>
<td>HLS08002</td>
<td>$550,000.00</td>
</tr>
</tbody>
</table>

**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 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/YY)

7/1/07
thru

6/30/08

**TOTAL AMOUNT NOT TO EXCEED** $2,700,034.62

*INSERT BASIS OF COMPENSATION:* $  

<table>
<thead>
<tr>
<th>PER HOUR / $</th>
<th>PER DIEM</th>
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</table>

**AUDITOR**

**CONTRACTOR**

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

**AWARDING AUTHORITY/OFFICIAL**

ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS.

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

IN THE AMOUNT OF $2,700,034.62

Signature: Anna Cruickshank  
Date: 9/18/07

Signature:  
Date: 7/23/07

**ATTACHMENTS:** (✓ CHECK ALL APPLICABLE DOCUMENTS ATTACHED)

- Award Letter
- Advertisement
- Determination to Use RFP
- Justification for Req. Contracts
- Living Wage Forms
- Bid Opening Certificate
- Register of Proposals
- Bid Response Form
- Proposal/Application
- Contractor Certification
- Purchase Description/Specifications
- Evaluation Criteria (RFP's)
- Performance Bond
- Certificate of Authority
- No-Risk Certificate
- Insurance Certificate(s)
- Requirements Contracts
- General Conditions
- 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.
ARTICLE 1 - DEFINITION OF TERMS:
1.1 The following terms or phrases used in their stead whenever 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.

ARTICLE 2 - CONTRACT AND CONTRACT DOCUMENTS:
1.1 Contract and "Contract Documents" shall include, as applicable, all Advertisements, Invitations for Bids, Requests for Proposals, Proposals, Applications, Purchase Orders, and all amendments thereto. Any subcontracts which are incorporated herein by reference.
1.2 "Officials" of the City shall mean the individual, partnership, corporation or other entity to whom said Contract is assigned.
1.3 "Contractor" shall mean the awardee of the authority/official acting on behalf of the City in the execution of the Contract.

ARTICLE 3 - PERFORMANCE:
2.1 The Contractor shall perform all the terms and conditions of this Contract, in accordance with the Awarded Contract Documents, in a good and workmanlike manner, and in accordance with all laws, rules, regulations, codes, and ordinances applicable thereto.
2.2 The Contractor shall, upon written request of the City, reform to the City premises and replace all individuals in the Contractor's employ whom the City determines are not in compliance with the terms of this Contract.

ARTICLE 4 - 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 services or work product.
3.2 Any contract or purchase order entered into by the City shall be subject to the terms of this Contract as modified by this Article.

ARTICLE 5 - COMPENSATION:
4.1 It is understood and agreed that all specifications or plans or performance of any of the terms of this Contract.
4.2 The Contractor may, in the absence of a payment schedule, periodically submit to the City 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 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 article and in accordance with the terms of this Contract, provided the services have been performed in a good and workmanlike manner.
5.3 The City shall pay in full and complete compensation for services performed under this Contract to the Contractor in an amount not to exceed the amount shown on the face of this article and in accordance with the terms of this Contract, provided the services have been performed in a good and workmanlike manner.

ARTICLE 6 - RELATION TO CITY:
6.1 The Contractor is retained for the purposes for which it has been engaged.
6.2 The Contractor may not assign, delegate, sublet, subcontract or in any way transfer or assign any interest in the Contractor's rights under this Contract, except by written consent of the City.

ARTICLE 7 - ASSUMPTION OF LOSSES AND LIABILITY:
7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by the Contractor for the rental of any appliance or equipment hired by the Contractor.
7.2 The Contractor shall bear all loss and expense resulting from any breach of contract or performance of services rendered under this Contract.
7.3 The Contractor shall assume the defense of and hold the City, its officers, agents or employees free from all suits and claims on their behalf.

ARTICLE 8 - REMEDIES OF CONTRACTOR:
8.1 If the Contractor shall fail to perform any obligation under this Contract, the City may terminate the Contract and, in its discretion, may make good any loss or damage to the City or any of its officers, agents or employees caused thereby.
8.2 If the Contractor shall fail to perform any obligation under this Contract, the City may terminate the Contract and, in its discretion, may make good any loss or damage to the City or any of its officers, agents or employees caused thereby.

ARTICLE 9 - PROHIBITION AGAINST ASSIGNMENT:
9.1 Any assignment, delegation, subcontract or in any way transfer or assign any interest in the Contractor's rights under this Contract, except by written consent of the City, shall be null and void.

ARTICLE 10 - COMPETENCE OF PERSONS WITH LAW ENFORCEMENT:
10.1 Any assignment, delegation, subcontract or in any way transfer or assign any interest in the Contractor's rights under this Contract, except by written consent of the City, shall be null and void.

ARTICLE 11 - COMPETENCE OF PERSONS WITH LAW ENFORCEMENT:
11.1 Any assignment, delegation, subcontract or in any way transfer or assign any interest in the Contractor's rights under this Contract, except by written consent of the City, shall be null and void.

ARTICLE 12 - AVAILABLE APPROPRIATION:
12.1 The Contractor is subject to the availability of an appropriation therefor.
12.2 If the amount of the City's available appropriation is less than the face amount of the City's available appropriation, the Contractor shall be liable to the City for any costs or expenses incurred by the City in the performance of the Contractor's obligations under this Contract.
12.3 Any increase or decrease in the amount of the City's available appropriation shall be treated in the same manner as any increase or decrease in the amount of the City's available appropriation.
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:

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Vendor</th>
<th>Contract Amount Not to Exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>C-23630</td>
<td>Smiths Detection-LiveWave</td>
<td>$2,700,034.62</td>
</tr>
</tbody>
</table>

Respectfully yours,

[Signature]

James Sullivan
Acting Director

[Signature]

WILLIAM F. S LAW DEPARTMENT

CORPORATION COUNSEL

APPROVED

Thomas M. Menino
Mayor of Boston

By: [Signature] 10/29/07
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

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: Smiths Detection-LiveWave
Signature: [Signature]
Name and Title: Robert C. Cartalemi

SURETY
Company:
Westchester Fire Insurance
Signature: [Signature]
Name and Title: Carolyn E. Wheeler

(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):

AIA DOCUMENT A312 • PERFORMANCE BOND AND PAYMENT BOND • DECEMBER 1984 ED • AIA ©
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE, N.W., WASHINGTON, D. C. 20006
THIRD PRINTING • MARCH 1987
F889 Rev. 6/87
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, 2005, to wit:

RESOLVED, that the following authorities are vested, on the part of the said Company, in any or all of the persons hereby named, each and every one, and in each and every one, and that such persons shall be and are hereby authorized to act for and on behalf of the said Company, as herein directed:

2. Each of the persons herein named is hereby authorized to execute and deliver any written agreement, in the name and on behalf of the said Company, under the seal of the said Company or otherwise, in the name of the said Company, as director, officer, or agent therefor, whether such agreement shall or shall not be executed in the name of the said Company, but in the manner prescribed by law, and shall be entitled to render and receive such services of the corporation, as may be necessary to the carrying out of such agreements, and shall be entitled to receive such compensation as may be agreed upon between the said corporation and the person so employed.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of the persons named hereinabove, or any or all of them,

FURTHER RESOLVED, that the Resolution of the Board of Directors of the Company adopt the resolutions as aforesaid on December 11, 1999 relating to the authorization of certain persons to execute, in the name of the Company, written agreements and documents and to act in any or all of the capacities therein named.

Does hereby nominate, constitute and appoint BARBARA A. THOMPSON, CAROLYN E. WHEELER, LESLIE PATTERSON, NOVETTA ANDERSON, KELLY TURNER, and LORETTA JONES all of the City of Nashville, State of Tennessee, each individually, or any or all of them, and each and every one of them, to be and to act as officers, agents, and agents of the said Company, and as such to execute, deliver, perform, and do all acts and things necessary and proper for the purpose of carrying out the resolutions aforesaid.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereto 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

[Signature]

Stephen M. Haney, Vice President

COMMUNWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 31st day of July A.D. 2007, before me, a Notary Public of the Commonwealth of Pennsylvania and for the County of Philadelphia, I, Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby solemnly swear and affirm that the instrument to which I have set my hand and seal is true, and that I executed the same.

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

[Signature]

Kathleen Finley, Notary Public

THESE POWERS OF ATTORNEY ARE NOT TO BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER JULY 31, 2009.
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 Filingo at 617-635-2574.

The City of Boston, acting by its Acting Director of Emergency Preparedness (the "Offical"), 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 12:30 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 27, 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 at any time during the course of the solicitation and to award the contract to the best bidder, in the judgment of the City of Boston.

This contract shall be subject to annual appropriation and shall be subject to annual appropriation for the contract in any subsequent year, if additional funds are not appropriated for 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 deadlines 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 available to competing Offerors. Offerors wishing to review the contents of competing proposals must do so only after a contract is executed.

CYNTHIA CHAN
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 


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:

[Signature]

Signed Under Penalties of Perjury:

[Signature] 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]
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.

[Signature]
Chief Procurement Officer
City of Boston
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 14, 2004, to wit:

RESOLVED, that the following instructions relate to the execution, for and on behalf of the Company, of deeds, appliances, recognizances, contracts and other like instruments of the Company entered into the ordinary course of business (each a "Written Instrument")

(1) Each of the Chairman, the President and the Vice President of the Company is hereby authorized to execute any Written Instrument for and on behalf of the Company, under the seal of the Corporation.

(2) Such duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Instrument for and on behalf of the Company, under the seal of the Corporation.

(3) Each of the Chairman, the President, and the Vice President of the Company is hereby authorized to execute any Written Instrument for and on behalf of the Company, under the seal of the Corporation.

(4) Such duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Instrument for and on behalf of the Company, under the seal of the Corporation.

(5) Each of the Chairman, the President, and the Vice President of the Company is hereby authorized to execute any Written Instrument for and on behalf of the Company, under the seal of the Corporation.

(6) Such duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Instrument for and on behalf of the Company, under the seal of the Corporation.

(7) The signature of any officer to any written instrument or any Written Instrument or instrument to execution thereof in this Resolution, and present of the Company, may be affixed by facsimile in such written instrument, or may be affixed by facsimile in such written instrument.

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 nothing herein contained shall limit or restrict the power of any such person to act for and on behalf of the Company.

This Resolution was adopted by the Board of Directors of the Company on the meeting held on November 3, 2004, relative to the authorization of certain persons to execute, for and on behalf of the Company, Written Instruments.

On motion of [name], seconded by [name], the Resolution was passed by the affirmative vote of [number] members of the Board of Directors present.

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

[Signature]
Stephen M. Haney, Vice President

Notarial Seal

Kathleen Thirl, Notary Public
Philadelphia, Pennsylvania

My commission expires September 22, 2007

[Signature]
Kathleen Thirl
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 18th day of January, 2007.

[Signature]
William L. Kelly, Assistant Secretary

This power of attorney may not be used to execute any bond with an inception date after January 18, 2007.
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
(Name)

is the duly elected President
(Office)

of this corporation.

Attest:

(Affix Corporate Seal Here)

(Clerk) (Secretary) of the Corporation

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

(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
**CERTIFICATE OF INSURANCE**

**CERTIFICATE NUMBER**
NYC-002696061-02

**COMPANIES AFFORDING COVERAGE**

A  LIBERTY MUTUAL FIRE INSURANCE COMPANY
B  N/A
C  N/A
D  

**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.

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<tr>
<th>LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<td>08/01/08</td>
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<td>PRODUCTS - COMMINS AGG $4,000,000</td>
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<td>PERSONAL &amp; ADV INJURY $2,000,000</td>
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<td>FIRE DAMAGE (Any one pairs) $100,000</td>
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<td>MED EXP (Any one person) $5,000</td>
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<td>BODILY INJURY (Per accident) $</td>
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<td>OTHER THAN AUTO ONLY: $</td>
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<td>EACH ACCIDENT $</td>
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<td>AGGREGATE $</td>
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<tr>
<td>A</td>
<td>EXCESS LIABILITY</td>
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<td></td>
<td>EACH OCCURRENCE $</td>
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<td>AGGREGATE $</td>
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<td>A</td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>WA7-63D-004341-137 (ACS)</td>
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<td>WC7-631-004341-147 (OR &amp; WI)</td>
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<td>EL DISEASE-EACH EMPLOYEE $2,000,000</td>
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**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 on the insurer of this certificate.

By: Sue Srinivasan
MM173(3/02) VALID AS OF: 08/02/07
To: Adam Weinersberg  
Company: Mayor's Office of Emergency Preparedness  
Address: Boston City Hall Room 603  
Address: Boston, MA 02201  
Tel: (617) 590-8800  
Email: adam.weinersburg@cityofboston.gov

---

### FirstView Video Management Systems

<table>
<thead>
<tr>
<th>Part #</th>
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<tbody>
<tr>
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<td>PF-6</td>
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<td>$37,520.70</td>
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<td>PV-NVR-6-4.5T</td>
<td>6 channel, network recorder, 2U rackmount, 4.5TB storage</td>
<td>$10,880.51</td>
<td>$10,880.51</td>
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<td>4016.45</td>
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<td>PV-NVR-16-4.5T</td>
<td>16 channel, network recorder, 2U rackmount, 4.5TB storage</td>
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<td>$97,305.64</td>
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<td>7001.01</td>
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<td>PV-CVIS</td>
<td>Client Workstation with Dual LCD Monitors</td>
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<td>$26,070.54</td>
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<td>8001.00</td>
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<td>PV-JB</td>
<td>Joystick with hardware/software drivers</td>
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<td>$5,401.80</td>
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### Network Hardware

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<tbody>
<tr>
<td>TBD</td>
<td>12</td>
<td>DNG/Wave AirPac 50</td>
<td>Backbone</td>
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<td>$200,400.00</td>
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<td>TBD</td>
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<td>Manual Reboot System</td>
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<td>$11,124.00</td>
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<td>Radio Mount</td>
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<td>$11,340.00</td>
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<td>TBD</td>
<td>12</td>
<td>Grounding</td>
<td>Backbone</td>
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### Additional Equipment

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<tbody>
<tr>
<td>TBD</td>
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<td>Pksampl/CDI Display (42x42)</td>
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<td>$18,720.00</td>
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<td>Intraparper SHMP Diagnostic Software w/imote access</td>
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<td>$1,950.00</td>
<td>$17,550.00</td>
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<tr>
<td>Samsung</td>
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<td>Extra 20&quot; monitor per site</td>
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<td>TRD</td>
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<td>APC</td>
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<td>Rackmount UPS</td>
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<td>$15,360.00</td>
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<td><strong>Sub Total</strong></td>
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<td><strong>$55,057.20</strong></td>
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### Engineering, Integration & Installation

<table>
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<th>Item</th>
<th>Description</th>
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<tbody>
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<td>LWP-DEV</td>
<td>System Configuration</td>
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<td><strong>$244,436.36</strong></td>
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**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 at Pricing  
- Prepared By: Doug Tushill  
- Director of Operations  
- Smiths Detection-LiveWave  
- 401-932-5040  
- Email: doug.tushill@smithsdetection.com  
- Web: www.smithsdetection-livewave.com
### Equipment List

<table>
<thead>
<tr>
<th>Part #</th>
<th>Qty</th>
<th>Item</th>
<th>Description</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cameras and Accessories</td>
<td>65</td>
<td>Bosch IP Camera</td>
<td>$2,540.00</td>
<td>$155,210.00</td>
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<td></td>
<td>65</td>
<td>Smooth MOUNT Hardware</td>
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<td>$61,540.00</td>
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<tr>
<td>1. Cameras Equipment</td>
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<td>HECMA Enclosure</td>
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<td>1. Cameras Equipment</td>
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<td>UPS</td>
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<td>$153,800.00</td>
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### Wireless Hardware

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<th>Total</th>
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<tbody>
<tr>
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<td>40</td>
<td>Gemini Lite or similar (TBO on Site Survey)</td>
<td>$2,594.00</td>
<td>$117,830.00</td>
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<td>TBO</td>
<td>40</td>
<td>Electrical equipment</td>
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<td>TBO</td>
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<td>Miscellaneous</td>
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<td>Gemini Lite or similar (TBO on Site Survey)</td>
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<td>$74,800.00</td>
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<td>Radio Mount</td>
<td>$120.00</td>
<td>$3,000.00</td>
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<tr>
<td>TBO</td>
<td>25</td>
<td>Grounding</td>
<td>$250.00</td>
<td>$6,250.00</td>
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<tr>
<td>TBO</td>
<td>25</td>
<td>Electrical equipment</td>
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<tr>
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<td>Miscellaneous</td>
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<tr>
<td>TBO</td>
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<td>Gemini Lite or similar (TBO on Site Survey)</td>
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<td>REM Remote System</td>
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<td>TBO</td>
<td>25</td>
<td>Grounding</td>
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<td>$6,250.00</td>
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<td>Lighting fixture</td>
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<td>Miscellaneous</td>
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### Engineering Integration & Installation

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<th>Description</th>
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<th>Total</th>
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<td>LVN-94</td>
<td>Project Management (per hour)</td>
<td>$1,075.00</td>
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<td>5009.00</td>
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<td>LVENS</td>
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<td>5003.00</td>
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<td>LVN-06E</td>
<td>System Configuration</td>
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### General Contractor Site Installation

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<td>793</td>
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<td>Technician (3 Per Site, 4 hours per week)</td>
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<td>Bucket Truck (Per Day)</td>
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<td>130</td>
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<td>Pole Detail</td>
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<td>Journeyman (2 Per Site, 2 hours per week)</td>
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### Menus of Technology

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<th>Total</th>
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</thead>
<tbody>
<tr>
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<td>108</td>
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<tr>
<td>108</td>
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<td>$150.00</td>
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<tr>
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<td>Skid Steer, On Site</td>
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<td>Police Detail, On Site</td>
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### Conclusion

Total: $401,616.00
# Fire/Ill Video Management Systems

<table>
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<tr>
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<th>Qty</th>
<th>Item</th>
<th>Description</th>
<th>Rate</th>
<th>Total</th>
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<tbody>
<tr>
<td>4008.45</td>
<td>2</td>
<td>FV-NVR-5-4.5T</td>
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## Camera Equipment

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<td>Bosch IP Camera</td>
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<td>$2,340.00</td>
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<td>Camera Mounting Hardware</td>
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<tr>
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<td>NEMA Enclosure</td>
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<tr>
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<td>30</td>
<td>UPS</td>
<td></td>
<td>$150.80</td>
<td><strong>$4,524.00</strong></td>
</tr>
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</table>

## Wireless Hardware

<table>
<thead>
<tr>
<th>Part #</th>
<th>Qty</th>
<th>Item</th>
<th>Description</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>1</td>
<td>DragonWave Airpair 50</td>
<td></td>
<td>$19,760.00</td>
<td><strong>$19,760.00</strong></td>
</tr>
<tr>
<td>TBD</td>
<td>1</td>
<td>Manual Reboot System</td>
<td></td>
<td>$507.00</td>
<td><strong>$507.00</strong></td>
</tr>
<tr>
<td>TBD</td>
<td>1</td>
<td>Radio Mount</td>
<td></td>
<td>$845.00</td>
<td><strong>$845.00</strong></td>
</tr>
<tr>
<td>TBD</td>
<td>1</td>
<td>Grounding</td>
<td></td>
<td>$540.80</td>
<td><strong>$540.80</strong></td>
</tr>
<tr>
<td>TBD</td>
<td>1</td>
<td>Rack Mount</td>
<td></td>
<td>$676.00</td>
<td><strong>$676.00</strong></td>
</tr>
<tr>
<td>TBD</td>
<td>1</td>
<td>UPS Power Supply</td>
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<td>$2,600.00</td>
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<td>Switch</td>
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<td>$845.00</td>
<td><strong>$845.00</strong></td>
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<tr>
<td>TBD</td>
<td>1</td>
<td>Miscellaneous</td>
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<td>$676.00</td>
<td><strong>$676.00</strong></td>
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<tr>
<td>TBD</td>
<td>24</td>
<td>Gemini Lite or similar (TBD on Site Survey)</td>
<td></td>
<td>$2,994.50</td>
<td><strong>$71,888.00</strong></td>
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<tr>
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<td>Electrical hardware</td>
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<tr>
<td>TBD</td>
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<td>Gemini Lite or similar (TBD on Site Survey)</td>
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<td><strong>$17,967.00</strong></td>
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<td>TBD</td>
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<td>Radio Mount</td>
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<td><strong>$5,070.00</strong></td>
</tr>
<tr>
<td>TBD</td>
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<td>Grounding</td>
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<td>$280.80</td>
<td><strong>$1,684.80</strong></td>
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<tr>
<td>TBD</td>
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<td>Manual Reboot System</td>
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<td>Radio Mount</td>
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<td>Grounding</td>
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<td><strong>$8,424.00</strong></td>
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<td>Lighting arrester</td>
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<td>$175.50</td>
<td><strong>$2,565.00</strong></td>
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<tr>
<td>TBD</td>
<td>3</td>
<td>Rack Mount, Conduit and Power</td>
<td></td>
<td>$1,267.50</td>
<td><strong>$3,802.50</strong></td>
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<td>TBD</td>
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<td>Miscellaneous</td>
<td></td>
<td>$253.50</td>
<td><strong>$761.70</strong></td>
</tr>
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</table>

## Sub Total $246,248.00

## APC: Additional Equipment

<table>
<thead>
<tr>
<th>Part #</th>
<th>Qty</th>
<th>Item</th>
<th>Description</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>APC</td>
<td>2</td>
<td>Rackmount UPS</td>
<td></td>
<td>$1,950.00</td>
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## Sub Total $3,900.00

## SD-LibreWave Services

<table>
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<th>Description</th>
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</thead>
<tbody>
<tr>
<td>9001.00</td>
<td>220</td>
<td>LW-PM</td>
<td>Project Management (per hour)</td>
<td>107.05</td>
<td><strong>23,551.00</strong></td>
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<tr>
<td>9001.00</td>
<td>40</td>
<td>LW-NNT</td>
<td>Installation (per hour)</td>
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<td><strong>4,282.00</strong></td>
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<tr>
<td>9001.00</td>
<td>40</td>
<td>LW-CRNG</td>
<td>Training (per hour)</td>
<td>107.05</td>
<td><strong>4,282.00</strong></td>
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<tr>
<td>9002.00</td>
<td>150</td>
<td>LW-ENG</td>
<td>Engineering &amp; integration (per hour)</td>
<td>168.44</td>
<td><strong>3,708.60</strong></td>
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</tbody>
</table>

### General Contractor Site Installation

- **Foreman**
  - 360 hours
  - Total: $90,850
- **Technician (3 Per Site, 4 hours per worker)**
  - Total: $30,836
- **Bucket Truck (Per Day)**
  - Total: $115,000
- **Police Detail**
  - Total: $74,750

### Electrical

- **Foreman**
  - Total: $110,400
- **Journeyman (2 Per Site, 2 hours per worker)**
  - Total: $103,500

Sub Total $246,248.00
## StoneCrop Technologies

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Pole Mount Labor Detail</td>
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<td>$107.05</td>
<td>6,958.25</td>
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<tr>
<td>Wireless Technician, Mobilization</td>
<td>65</td>
<td>$158.44</td>
<td>10,298.60</td>
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<td>Wireless Technicians, On Site</td>
<td>118</td>
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<td>6,658.25</td>
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<td>Electrician, On Site</td>
<td>58</td>
<td>$158.44</td>
<td>18,695.92</td>
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<td>Police Detail, On Site</td>
<td>77</td>
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<td>5,505.00</td>
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<td>Network Monitor Technician</td>
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<td>$90.00</td>
<td>1,710.00</td>
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<td>Roof Mount Labor Detail</td>
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<td>Project Manager, Mobilization</td>
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<td>Wireless Technician, Mobilization</td>
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<td>Wireless Technicians, On Site</td>
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<td>Backbone Labor Detail</td>
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<td>950.64</td>
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<td>Senior Network Engineer</td>
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<td>$107.05</td>
<td>743.35</td>
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<tr>
<td>Project Manager, Mobilization</td>
<td>6</td>
<td>$158.44</td>
<td>950.64</td>
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<td>Wireless Technician, Mobilization</td>
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<td>$107.05</td>
<td>214.10</td>
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<td>Wireless Technicians, On Site</td>
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<td>Electrician, On Site</td>
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<td>3,150.00</td>
</tr>
<tr>
<td>Network Monitor Technician</td>
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<td>360.00</td>
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<tr>
<td>Hub Labor Detail</td>
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<td>Senior Network Engineer</td>
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<tr>
<td>Project Manager, Mobilization</td>
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<tr>
<td>Wireless Technician, Mobilization</td>
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<td>Wireless Technicians, On Site</td>
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<td>Network Monitor Technician</td>
<td>25</td>
<td>$90.00</td>
<td>2,250.00</td>
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</table>

### Travel Allowance

- **Per diem**: 40.00
- **Mileage**: 60.00

Sub Total: $28,633.78

### Additional Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>FirstView Video Management Systems</td>
<td>$21,961.81</td>
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<tr>
<td>Camera Equipment</td>
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<tr>
<td>Wireless Hardware</td>
<td>$284,248.50</td>
</tr>
<tr>
<td>Engineering, Integration &amp; Installation</td>
<td>$3,800.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$596,243.39</td>
</tr>
</tbody>
</table>

**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 Tuttle
Director of Operations
Smiths Detection-LiveWave
401.202.5045
Email: doug.tuttle@smithsdetection.com
Web Address: www.smithsdetection-livewave.com

Smiths Detection - LiveWave 6/13/2007 2 of 2
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 Mothor
(Typed or printed name of person signing quotation, bid or proposal)  
Signature

Smith & Pekkonen, Inc.
(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 herein.

APPROVED AS TO FORM BY CORPORATION COUNSEL MAY 9, 2006.
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.

<table>
<thead>
<tr>
<th>JOB TITLE</th>
<th>&lt; $12.20 p/h</th>
<th>$12.20 p/h-$15.00 p/h</th>
<th>$15.01 p/h-$20.00 p/h</th>
<th>&gt; $20.01 p/h</th>
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<tbody>
<tr>
<td>Director of Operations</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Network Administrator</td>
<td></td>
<td></td>
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<td>1</td>
</tr>
<tr>
<td>Software Developer</td>
<td></td>
<td></td>
<td></td>
<td>4</td>
</tr>
</tbody>
</table>
B. Total number of Covered Employees: 9

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

D. Number of Covered Employees who are minorities: ☑

E. Number of Covered Employees who are women: ☑

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:

Smith's Detergent 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 at least one week of education and training. 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 opportunities throughout the year that recognize achievement and address weaknesses. 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 new jobs will be created.

9-10 construction and maintenance jobs will be maintained.

THIS FORM APPROVED AS TO FORM BY CORPORATION COUNSEL 2 JUNE 2000
Part 5: Service Contracts:

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

<table>
<thead>
<tr>
<th>SUBCONTRACTOR</th>
<th>ADDRESS</th>
<th>AMOUNT OF SUBCONTRACT</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>3600 St. Andrews Ave, MA</td>
<td>TBA</td>
</tr>
<tr>
<td>JF. Atladila</td>
<td>3600 St. Andrews Ave, MA</td>
<td>TBA</td>
</tr>
<tr>
<td>Sullivan</td>
<td>3446 E CHICAGO AVE, IL</td>
<td>TBA</td>
</tr>
<tr>
<td>F. Enyeart</td>
<td>31 Melrose St, Boston, MA</td>
<td>TBA</td>
</tr>
</tbody>
</table>

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) ________________ (Authorized Representative of the Covered Vendor) on behalf of (print or type) ________________ (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.

Signature ___________________________ Date 7/23/07

Position with Covered Vendor

This Form Approved As To Form By Corporation Counsel 2 June 2000
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: Smith's Detection - Live Wave

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

Address: 88 Lero Lane, Suite 250, MIDDLETOWN, CT 06457

Street City Zip

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

E-Mail: smith.turhill@smithdetec.com; dTurhill.uy@smithdetec.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: Soil Geomorphology/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 (one)

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 Mathur, 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 Mathur

TITLE: President and General Manager
City of Boston
Purchase Order

Origin: Mayor's Office

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

Payment Terms: Freight Terms: 
00 Destination, Freight Prepaid

Buyer: Wehrenberg, Adam

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

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<th>Item/Description</th>
<th>Quantity</th>
<th>UOM</th>
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<th>Due Date</th>
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<tr>
<td>2 - 1</td>
<td>To supplement the Boston Police Department's existing surveillance infrastructure per Option 3 of CIMS Proposal 52907-200-231100-506A-2106-1997-HL808002-</td>
<td>1.00</td>
<td>EA</td>
<td>550,000.0000</td>
<td>550,000.00</td>
<td>08/23/2007</td>
</tr>
</tbody>
</table>

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.

Department Head/Purchasing Agent/BPS Business Manager
I certify that the goods/services shown above have been received.

Departmental Receiver/Services Supervisor/Engineer

Receiver ID: Invoice ID: Payment ID: A/P Use Only: Voucher ID:

Budget Use Only: 

Approved By: City Auditor/BPS Business Manager

Final Payment

Partial Payment

Section below for City use only.

[Signatures and dates]
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
William F. Sinnott
Corporation Counsel

Approved
Thomas M. Menino
Mayor of Boston

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 December 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

Dennis O'Gara 4/13/03
City Auditor

(NAME OF CONTRACTOR)

Name: Peter Mott
Title: President & C-M

CITY OF BOSTON:

Official

ASSENTED TO (IF APPLICABLE):

Surety Company
By: Attorney-In-Fact

(Affix Surety Company Corporate Seal)

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)

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 5th day of January, 2008, 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

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY
CITY OF BOSTON
CHANGE ORDER REQUEST

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 Smith's Detec

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 $400,000.00 TO CONTRACT LINE 1. THANKS.

APPROPRIATION CODE CHANGES

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<th>Schedule #</th>
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<th>Cancel Line (Y or N)</th>
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<td>1</td>
<td></td>
<td>$400,000.00</td>
<td>N</td>
<td>N</td>
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</table>

Department Head Signature: ____________________________

Date: 6/2/08

WHITE—PURCHASING/AUDITING  CANARY—CITY BUDGET/BPS BUS. OFFICE  PINK—ORIG. DEPT
City of Boston
Purchase Order

Vendor: 000037105
Smiths Detection, Inc d/b/a
Smiths Detection-LiveWave
58 Silva Lane, Suite 250
Middletown RI 02842

Ship To:
Mayors Office
Boston City Hall - Room 603
One City Hall Plaza
Boston MA 02201
Phone: 617-3382

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

Tax Exempt? Y
State Tax Exempt ID 045001380

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<th>Line-No</th>
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<td>To supplement the Boston Police Department's existing surveillance infrastructure per Option 3 of CIMS Proposal 52907-200-311100-508A-2106-1997-HLS08002-</td>
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<td>EA</td>
<td>550,000.0000</td>
<td>550,000.00</td>
<td>08/23/2007</td>
</tr>
</tbody>
</table>

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

Total PO Amount 2,700,034.62
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 Cheh

David J. Kuckelman

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

Chamise Chel

Tim Picciotti

David J. Kuckelman
Westchester Fire Insurance Company

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-YEAR)
Westchester Fire Insurance Company

__________________________
By Leslie Patterson
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

WESTCHESTER FIRE INSURANCE COMPANY

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 14, 2006, to wit:

"BE IT RESOLVED, that the following authorities are hereby vested in me, or in each of us, to sign on behalf of the said Company in the capacity of such officer or officers as may be from time to time designated by the Board of Directors of the said Company or by any written instrument empowering such officer or officers to so act."

1. Each of the Officers of the Company, to whom this power is given in his capacity as such Officer, hereby agrees to act and to execute all and any such power of attorney or further powers of attorney in this Resolution as may be necessary or advisable in connection with the execution of any such authority or any duties imposed upon him as such Officer and to deliver or cause to be delivered the same without any further instrument to the Company or its authorized agents or attorneys.

2. Each of the Officers of the Company, to whom this power is given in his capacity as such Officer, hereby agrees to act and to execute all and any such power of attorney or further powers of attorney in this Resolution as may be necessary or advisable in connection with the execution of any such authority or any duties imposed upon him as such Officer and to deliver or cause to be delivered the same without any further instrument to the Company or its authorized agents or attorneys.

3. Each of the Officers of the Company, to whom this power is given in his capacity as such Officer, hereby agrees to act and to execute all and any such power of attorney or further powers of attorney in this Resolution as may be necessary or advisable in connection with the execution of any such authority or any duties imposed upon him as such Officer and to deliver or cause to be delivered the same without any further instrument to the Company or its authorized agents or attorneys.

4. Each of the Officers of the Company, to whom this power is given in his capacity as such Officer, hereby agrees to act and to execute all and any such power of attorney or further powers of attorney in this Resolution as may be necessary or advisable in connection with the execution of any such authority or any duties imposed upon him as such Officer and to deliver or cause to be delivered the same without any further instrument to the Company or its authorized agents or attorneys.

5. Each of the Officers of the Company, to whom this power is given in his capacity as such Officer, hereby agrees to act and to execute all and any such power of attorney or further powers of attorney in this Resolution as may be necessary or advisable in connection with the execution of any such authority or any duties imposed upon him as such Officer and to deliver or cause to be delivered the same without any further instrument to the Company or its authorized agents or attorneys.

6. Each of the Officers of the Company, to whom this power is given in his capacity as such Officer, hereby agrees to act and to execute all and any such power of attorney or further powers of attorney in this Resolution as may be necessary or advisable in connection with the execution of any such authority or any duties imposed upon him as such Officer and to deliver or cause to be delivered the same without any further instrument to the Company or its authorized agents or attorneys.

FURTHER RESOLVED, that the foregoing Resolution shall be in addition to any other powers of attorney, agents or attorneys in the possession of the said Company, and the said Resolution shall not limit or otherwise affect the exercise of any such powers of attorney, agents or attorneys in the possession of the said Company.

FURTHER RESOLVED, that the Officer or Officers of the Board of Directors of the Company authorized to sign and seal the said power of attorney or further powers of attorney in the said Resolution, the said signers of the say Resolution, and the seal of the Company, when affixed, shall be deemed and held to be valid as same of said Company, and no certificate or notice of the same shall be necessary or required.

Done hereby this 14th day of December, 2006, at the City of Atlanta, Georgia, by the undersigned, each duly authorized as an Officer of the said Company, as authenticated by the signature and corporate seal of the said Company hereunto subscribed.

In Witness Whereof, the said Officers of the said Company have signed, sealed, and affixed the corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY, this 14th day of December, 2006.

WESTCHESTER FIRE INSURANCE COMPANY

[Signature]
Stephen M. Hurley, Vice President

COMMUNICATION OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

[Signature]
Karen E. Brandt, Notary Public
City of Philadelphia, Pa., this 26th day of September, 2010

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

In witness whereof, I have heretofore subscribed my name as Assistant Secretary and affixed the corporate seal of the Corporation, this 26th day of September, 2010.

[Signature]
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.
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 Manager
<table>
<thead>
<tr>
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<th>Description</th>
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<td>RAD-024</td>
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<td>RAD-22</td>
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<td>Wireless Antenna 11GHz 200-2.5</td>
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<td>RAD22-2</td>
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<td>100 to 200 License Upgrade</td>
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<td>$203,333.04</td>
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<td>RAD-021</td>
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<td>FCC Licenses, Ring, and Protection</td>
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<td>NT-10M</td>
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<td>FPR-001</td>
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<td>Fiber Patch Panel</td>
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<td>CAB-003</td>
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<td>500 Roll Duct/Aerial Fiber</td>
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<td>Fiber Jumper Cables</td>
<td>$13.43</td>
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<td>COM-002</td>
<td>16</td>
<td>Unimac Fiber Connector</td>
<td>$4,695.00</td>
<td>$74,240.00</td>
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<td>CDS-01</td>
<td>4</td>
<td>Con Drawings the Tower</td>
<td>$18,720.00</td>
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**Sub Total:** $743,827.32

**Equipment Credit:**

RAD-002 | 4  | Wireless Antenna 1GHz 40-2                      | $48,655.00 | $194,620.00 |
| RAD-004 | 4  | Wireless Antenna 1GHz 40-2.5                   | $47,191.80 | $188,767.20 |
| RAD-002 | 1  | Wireless Antenna 11GHz 40-2.5                  | $194,620.00 | $194,620.00 |

**Sub Total:** ($188,767.20)

**Total:** $743,827.32

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<td>Project Management (per hour)</td>
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<td>9022.00</td>
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<td>Engineering &amp; Integration (per hour)</td>
<td>$159.44</td>
<td>$2,551.04</td>
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**SCLiveWave Services:**

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<td>600 Electrical, On Site</td>
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<td>76 Network Monitor Technician</td>
<td>$107.05</td>
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<td>123 Project Manager, Mobilization</td>
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<td>45 Project Manager, On Site</td>
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<td>$6,973.80</td>
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<td>170 Senior Network Engineer</td>
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<td>$7,500.00</td>
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<td>96 Tower Climbers, On Site</td>
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<tr>
<td>450 Wireless Technician, Mobilization</td>
<td>$159.44</td>
<td>$6,973.80</td>
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<tr>
<td>210 Wireless Technician, On Site</td>
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**Sub Total:** $156,017.45

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<td>Engineering, Integration &amp; Installation</td>
<td>$120,192.13</td>
<td>$120,192.13</td>
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</table>

**Total:** $818,536.26

**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 items and/or conditions stated in the above quotation.
- Documentation of tax-exempt status is required.
- State sales tax will be charged unless tax documentation is provided.
- Quote subject to Smiths Detection's LiveWave Terms & Conditions.
- Shipping and handling included in all pricing.

**Prepared by:**

Pam Holley
Director of Operations
Smiths Detection-LiveWave
401.846.8528
Email: Web Address: www.smithsdetection-livewave.com
STANDARD CONTRACT
CITY OF BOSTON/COUNTY OF SUFFOLK

CONTRACT NO. C-23630

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

<table>
<thead>
<tr>
<th>BY</th>
<th>Account</th>
<th>Fund</th>
<th>Org</th>
<th>Program</th>
<th>Sub-Cl</th>
<th>Project/Grant</th>
<th>Amount</th>
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<td>231100</td>
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<td>508A</td>
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<td>HLS08002</td>
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FIN or SSN: 223552823
Vendor ID: 0000037105

DESCRIPTION OF SERVICES FOR WHICH CITY/COUNTY AGREES TO PAY IF RENDERED IN ACCORDANCE WITH THE CONTRACT

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)

* INSERT BASIS OF COMPENSATION: $  

PER HOUR / $  

CONTRACTOR

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

 signature
President and GM
7/23/07

AWARDING AUTHORITY/OFFICIAL

ATTACH APPROVED LETTER OF
AWARD AND OTHER REQUIRED
DOCUMENTS.

 signature
10/29/07

AToCHMENTS: (✓ CHECK ALL APPLICABLE DOCUMENTS ATTACHED)

☐ REGISTER OF PROPOSALS
☐ BID RESPONSE FORM
☐ PROPOSAL/APPLICATION
☐ CONTRACTOR CERTIFICATION
☐ PURCHASE DESCRIPTION/ SPECIFICATIONS
☐ EVALUATION CRITERIA (RFP'S)
☐ PERFORMANCE BOND
☐ CERTIFICATE OF AUTHORITY
☐ NO-RISK CERTIFICATE
☐ INSURANCE CERTIFICATE(S)
☐ REQUIREMENTS CONTRACTS
☐ GENERAL CONDITIONS
☐ 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
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:

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Vendor</th>
<th>Contract Amount Not to Exceed</th>
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<tbody>
<tr>
<td>C-23630</td>
<td>Smiths Detection-LiveWave</td>
<td>$2,700,034.62</td>
</tr>
</tbody>
</table>

Respectfully yours,

James Sullivan
Acting Director

[Signature]

[Stamp: APPROVED LAW DEPARTMENT]

[Stamp: APPROVED]

Thomas M. Menino
Mayor of Boston

By: Thomas M. Menino
   10/29/07
TIME EXTENSION AMENDMENT

WHEREAS Additional time is needed to complete the Brookline Camera Installations and the

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 - Livewave (the Contractor),

approved by the Mayor on October 29, 2007

(indicate 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

(Signature)

City Auditor

CITY OF BOSTON:

(Authority / Official)

APPROVED

(Mayor)

Approved as to Form by Corporation Counsel February, 1998

This form is void and without legal effect if altered in any way.
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,

[Signature]
Donald McGough
Director

APPROVED LAW DEPARTMENT

BY

WILLIAM F. SINNOTT
CORPORATION COUNSEL

APPROVED

Thomas M. Menino
Mayor of Boston

[Signature]
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 ________________, ___.

2/30/2030

APPROVED AS TO AVAILABILITY OF APPROPRIATION

City Auditor

NAME OF CONTRACTOR

Smiths Detection Inc.

Name: Peter Mottola
Title: President & General Manager

ASSENTED TO (IF APPLICABLE):

Surety Company
By: Attorney-In-Fact

(Corporate Seal)

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)

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 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,
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

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

WHEREAS Additional time is needed to complete the acceptance phase of the CIMS system

(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

City Auditor

CITY OF BOSTON:

Awarding Authority / Official

APPROVED

Mayor

(NAME OF CONTRACTOR):

Name:
Title:

ASSENTED TO (IF APPLICABLE):

Surety Company:
By:

(Affix Surety Company Corporate Seal)

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