

IPS MeteoStar, Inc.
VID # 1-94-327-9477-400

CISV Ordering Address:
2111 Sam Bass Road, Suite A800
Round Rock, Texas 78681

This is a true and accurate copy of the catalogue approved with the Texas Building and Procurement Commission.

Effective Date of catalogue:

May 17, 2002

This catalogue has been updated. Last version dated September 11, 2007

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Vendor Contact Information

Contact	David Vaello
Email	dvaello@meteostar.com
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Fax	512-238-9357

Product / Services Information

Class / Items Available	Description
209-82-xx	Q - Scientific, Statistical, Engineering, Mathematical, and Mapping Software (Including Photogrammetry)
725-43-xx	Q – Positioning Systems, Satellite (Global Information Systems)
725-52-xx	Q – Satellite Ground Stations: Transmit/Receive and Receive Only (Including Antennas)
725-54-xx	Q – Security Systems and Equipment, Communications
725-60-xx	Q - Telecommunication Equipment (Via Satellite) for Police and Emergency Vehicle (Including Radio/Terminal Display)
918-28-xx	Q - Computer Hardware Consulting
918-29-xx	Q - Computer Software Consulting
918-30-xx	Q - Computer Network Consulting
920-45-xx	Q - Software Maintenance / Support

Catalog Products / Services

Maintenance, Repair, Support Plan:

IPS MeteoStar, Inc. is committed to customer satisfaction. We will do our best to meet your needs in product support and service. If you have questions concerning the products or services you purchased from our company, please contact us at 512-238-9359 X301, and request David Vaello. Our hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m. CST.

Environmental Monitoring Systems (EMS)

In addition to the EMS product line, IPS MeteoStar is pleased to offer the Road Weather Information System (RWIS), Point Data Collection System (PDCS), Softcopy Mapping System (SMS) and LEADS Weather Display System labor services at the rates detailed below. Product descriptions may be accessed from the EMS link above or the [IPS MeteoStar Home Page](#).

LABOR RATES

Item	Description	List/State Price	Class / Item
EMS-1	Senior Software Project Manager	\$145/hr	918-29-xx
EMS-2	Senior Programmer #1	\$135/hr	920-45-xx
EMS-3	Senior Systems Administrator	\$121/hr	920-45-xx
EMS-4	Senior Systems Analyst	\$116/hr	918-30-xx
EMS-5	Software Support	\$93/hr	920-45-xx
EMS-6	Configuration Management	\$99/hr	920-45-xx
EMS-7	Onsite Programming Support	\$99/hr	920-45-xx
EMS-8	Training – four days on-site, includes travel expenses (maximum of six people per class)	\$6,000/ea	920-45-xx
EMS-9	Onsite Software Support	\$93/hr	920-45-xx
EMS-10	Senior Programmer #2	\$125/hr	920-45-xx
EMS-11	Senior Programmer #3	\$116/hr	920-45-xx
EMS-12	Technical Support #1	\$93/hr	920-45-xx
EMS-13	Technical Support #2	\$87/hr	920-45-xx
EMS-14	Administrative Support #1	\$67/hr	920-45-xx

LICENSE PRICING

Item	Description	List/State Price	Class / Item
TCUL-1	TCEQ Collateral User License (IPSM is the sole provider of this product.)	\$5000/per group of 5 licenses	209-82-xx
TCUL-SSS-1	TCEQ Collateral User License Software Yearly Renewal (IPSM is the sole provider of this product.)	\$1000/year (per group of 5)	920-45-xx

HARDWARE PRICING

Item	Description	List/State Price	Class / Item
DATA-LOGGER	Data Cataloger Hardware for met, pollution and particulate with 14 to 18 bit resolution and 23 channels	\$ 3,700/each	725-54-xx
HANDHELD COMPUTER WITH IPSM COM	Handheld Windows CE Computer with Battery Pack and IPSM Proprietary Communications Software	\$ 845/each	725-43-xx
LAPTOP PC WITH IPSM COM	Laptop PC with IPSM Proprietary Communications Software	\$ 2,800/each	725-43-xx
PC WITH IPSM COM	PC with IPSM Proprietary Communications Software	\$ 1,800/each	725-43-xx
NOAAPORT-SYS	NOAAPort Plus Ingest System, Single Channel	\$23,000/each	725-52-xx
NOAAPORT-ANTENNA	3.4 meter solid satellite dish with digital LNB	\$ 2,600/each	725-52-xx
NOAAPORT-MOUNT	NOAAPort Non-Penetrating Roof Mount	\$ 2,600/each	725-52-xx
NOAAPORT-SHIPPING	NOAAPort Shipping/Handling Per Antenna	\$ 600/each	725-52-xx
NOAAPORT-COVER	NOAAPort ClearSat Dish Cover (Snow Protection) Per Antenna	\$ 500/each	725-52-xx
NOAAPORT DVB-S	NOAAPort Digital Video Broadcast - Satellite (DVB-S) Receiver	\$ 1,000 each	725-52-xx
NOAAPORT Base Software Package	Obs, GRIBS, Forecasts,	\$35,000	725-52-

	Workstation Software		xx
NOAAPORT GOES East/West Imagery	GOES East/West Imagery w/existing base software package	\$5,000	725-52-xx
NOAAPORT GOES DCP/DCS NEXTRAD	GOES DCP/DCS, NEXTRAD w/precipitation, w/existing base software package	\$5,000	725-52-xx
NOAAPORT Central Processor	NOAAPORT Dual Processor, 4 SCSI Drive, High Speed RAID 10, Windows 2000 System	\$9,500	725-52-xx
NOAAPORT-CHANNEL-2	NOAAPort Second Channel	\$ 7,000/each	725-52-xx
NOAAPORT-CHANNEL-3	NOAAPort Third Channel	\$ 7,000/each	725-52-xx
NOAAPORT-CHANNEL-4	NOAAPort Fourth Channel	\$ 7,000/each	725-52-xx
NOAAPORT-SOFTWARE	NOAAPort Distribution Software	\$ 3,000/each	725-52-xx. 209-82-xx
NOAAPORT-INSTALLATION	NOAAPort Installation Per Site	\$ 3,600/each	725-52-xx. 209-82-xx
SAT-DISH-HARDWARE	Satellite Dish (transmit/receive) Hardware: includes 18" satellite dish and proprietary IPSM remote datalogger interface. Note: Satellite equipment requires a PC based computer 2 GHz or better CPU, 256 Mg memory, 2 USB ports, 10 Gbtye hard drive, Microsoft Windows 2000, monitor and keyboard.	\$ 1,500/each	725-52-xx
SAT-MODEM-HARDWARE	Satellite modem for remote LEADS environmental data collection and Internet access	\$ 720	725-52-xx
SAT-DISH-HARDWARE	18"X24" Satellite Dish with LNB Transmitter/Receiver for LEADS environmental data collection and Internet access	\$ 780	725-52-xx
SAT-DISH-SERVICE	Satellite Dish Annual Service Fee (payable upon activation)	\$ 1,890/annual	725-52-xx
SAT-DISH-SERVICE	Satellite Dish Monthly Service Fee (payable advance of service)	\$ 158/month	725-52-xx

SAT-DISH-MOBILE-SYSTEM	Mobile auto-aligning Satellite Internet receiver, dish, computer, monitor, data collection program for LEADS/datalogger interface, includes installation and one year service.	\$ 11,980	725-52-xx
SAT-DISH-MOBILE-SYSTEM-UPGRADE	Mobile auto-aligning Satellite System upgrade which includes: new upper controller PCB, new dish controller, new modem, and integration labor.	\$2,195/each	725-52-xx
WIRELESS WEB CARD	Wireless web handheld dual sleeve and serial card.	\$ 300	725-43-xx
SAT-DISH-SYSTEM	Includes Satellite Dish (transmit/receive) hardware plus noted items in SAT-DISH-HARDWARE.	\$ 3,000/each	725-52-xx
SAT-DISH-INSTALLATION-1	Installation of satellite system with bracket for a standard TCEQ 10 meter met tower within a 300 mile radius of Austin, TX. Pricing applicable to Texas installations only.	\$ 750/each	725-52-xx 209-82-xx
SAT-DISH-INSTALLATION-2	Installation of satellite system with bracket for a standard TCEQ 10 meter met tower greater than a 300 mile radius of Austin, TX. Pricing applicable to Texas installations only.	\$ 900/each	725-52-xx 209-82-xx
WIRELESS WEB MODEM CARD	Wireless Web Modem Card for Lap or Handheld Windows CE Computer	\$ 675/each	725-43-xx
SATELLITE TV SERVICE	One year follow on Satellite TV service w/local channels .	\$ 585	725-52-xx
MOBILE SATELLITE SERVICE/YEAR	One year follow on Mobile Satellite Internet service .	\$ 2,040/year	725-52-xx
MOBILE SATELLITE SERVICE/MONTH	Satellite Dish Monthly Service. Available only after one year of service	\$170/Month	725-52-xx
ETHERNET TO SERIAL ADAPTOR	10mps serial server adaptor	\$ 160/each	725-54-xx
ETHERNET ROUTER	Ethernet firewall/router/switch	\$ 105/each	725-54-xx
HIGH SPEED INTERNET MODEM	DSL/Cable Ethernet modem	\$ 120/each	725-54-xx

WIRELESS WEB ANNUAL SERVICE – 128,800	Wireless Web Annual Service (where available) – 128,800	\$ 1,375/annual	725-43-xx
PAGING SYSTEM WITH SIGNAL MONITOR	FirstVoice Remote Paging Unit System (Model FV 2.7P) that monitors: Input Power, 4 Discrete Voltage Inputs. Includes internal battery, antenna, power adapter, activation, and one-year service with 1100 character block per month limit.	\$ 1,290	725-43-xx
PAGING SYSTEM WITH SIGNAL MONITOR COMMISSIONING/DECOMMISSIONING	FirstVoice communications commissioning/decommissioning fee only (necessary when service has been stopped and needs to be restarted)	\$ 40.00	725-43-xx
PAGING SYSTEM WITH SIGNAL MONITOR SERVICE FEE	FirstVoice yearly communication fee with 1100 characters per month (only necessary for service renewal)	\$ 420.00	725-43-xx
IRIS RADIO INTEROPERABILITY SYSTEM, BASIC CONFIGURATION	IRIS emergency radio communications system with Satellite Reachback	\$124,600	725-60-xx
IRIS RADIO INTEROPERABILITY SYSTEM WITH VIDEO	IRIS emergency radio communications system with Satellite Reachback, Video Streaming, Transportable Cases	\$146,640	725-60-xx
IRIS RADIO INTEROPERABILITY SYSTEM WITH VIDEO AND SECURE WIRELESS LAN	IRIS emergency radio communications system with Satellite Reachback, Video Streaming, Transportable Cases, Secure Wireless LAN	\$173,110	725-60-xx
PAGING SYSTEM WITH SIGNAL MONITOR SERVICE EXTRA BLOCK FEE	FirstVoice extra block of 1100 characters per month.	\$ 35.00	725-43-xx

Special Terms and Conditions

S1. THE SELLER PROVIDES NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES UNDER THIS CATALOG FOR GOODS OR SERVICES DELIVERED UNDER THIS CATALOG INCLUDING BUT NOT LIMITED TO

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

S2. All labor hours provided are estimates based on similar tasks and are not commitments by the Seller to deliver any end product to the Buyer as a result of labor hours expended.

S3. The Seller does not accept non-confirming orders. An order does not become valid until an authorized Seller Representative has acknowledged receipt and acceptance of the order. The Seller retains the sole right at its discretion of accepting or rejecting the order.

S4. In the event the Seller requires the use of Buyer owned data or equipment in the performance of this order, the Seller shall stipulate said requirements prior to accepting the order. The Buyer will make the data and equipment available to the Seller in adequate time to support the order performance requirements.

General Terms and Conditions

G1. Order of Precedence

In the event of any conflict between the terms and conditions in this document and those in any other documents, the governing document shall be this document.

Any additional technical data and/or verbal information provided during the performance of this order are for information purposes only.

G2. Schedule of Prices

The Buyer agrees to buy and the Seller agrees to sell the supplies and to deliver them to the Buyer at the place stipulated in an accepted order and under the conditions set forth in this catalog.

Deliverable items are F.O.B. Buyer facility. At any time prior to time of delivery of supplies, Seller reserves the right to make necessary corrections or changes in part number, provided that interchangeability of assemblies or components is not affected. Variations in the quantities of supplies pursuant to the provisions are not authorized without the written authorization of the Buyer representative.

The catalog prices identified are subject to change. The Seller will provide price changes as they occur, the changed prices will be effective the date of the transmittal of revised catalog pricing. Orders placed prior to issuance of revised pricing will be valid at the prices in the current catalog.

The Seller is responsible for notifying the Buyer as soon as it is determined the estimate to complete is projected to exceed the initial estimated hours forecast. The Seller is under no obligation to continue performance until the order amount is increased.

G3. Delivery

Seller agrees to deliver the goods in accordance with the delivery schedule as set forth in the Purchase Order. Seller may deliver ahead of schedule.

G4. Waiver

The waiver by either Party of any breach or of any term, condition, or provision in this document shall not be deemed to be a waiver of any subsequent breach of the same term, condition or provision, or any other term, condition or provision.

G5. Force Majeure

Seller shall be excused from, and shall not be liable for, any delay in its performance under this order, and shall not be deemed to be in default for any failure of performance hereunder, due to causes beyond its control and not occasioned by its negligence or fault. Such causes shall be conclusively deemed to include, without limitation, war; warlike operation; insurrection; riot; fire; explosion; accident; governmental action or inaction's in either its sovereign or orderual capacity; failure of Seller's Subcontractors or vendors to perform if such failure is due to force majeure, act of God; act of the public enemy; failure of or delay in transportation; inability to procure materials after due and timely diligence; epidemic; quarantine restriction; and labor trouble causing cessation, slowdown or interruption of work.

Failure of the Buyer to make payment as called for under this order shall relieve the Seller of its obligation to make deliveries or perform services hereunder at the time or times specified. Any such delay arising there from shall be considered excusable as contemplated by the above paragraph.

G6. Quality

The Seller agrees that all deliverable items provided to the Buyer will be subjected to inspection and testing, if required, consistent with the Seller's standards and practices, and in accordance with good commercial practices.

G7. Weights and Measures

The American system of weights and measures shall be used in all technical documents, reports, drawings, correspondence and other writings submitted, utilized or provided by Seller or Buyer under this order.

G8. Export Laws and Regulations

In the event the Buyer elects to export the items procured under this order, the Buyer is required to comply with all U.S. Government export laws and regulations in effect at the time of export delivery.

G9. Acceptance and Transfer of Title

Acceptance and Title transfer shall pass to Buyer upon delivery by the Seller at the Buyer's facility. Seller's risk of loss responsibility terminates upon delivery at Buyer's facility.

G10. Packing, Packaging, Preservation

Seller shall follow accepted Commercial Practices in packing, packaging, and preserving supplies delivered under this order.

G11. Payments

Invoicing for Services will occur monthly based on actual performance to date for the preceding monthly billing period.

G12. Indemnification

Seller and Seller's suppliers, and the personnel of each, shall not be liable for injury to (including death of) Buyer's employees or third parties, or for any loss or damage to Buyer's property or third parties' property, the property of Buyer's employees, or the property used in connection with the performance of this order, including injury or damage resulting from the tortuous acts of Seller or Seller's suppliers, as a result of the performance of this order by Seller. To the maximum extent permitted by law, Buyer shall hold harmless and indemnify Seller, Seller's suppliers, and the personnel of each against the claim, liability, damage, loss, cost or, expense, including without limitation attorneys' fees, arising out of any such injury, death, loss or damage.

G13. Severability

If any provision of this order is finally determined to be illegal, invalid or unenforceable, the remainder of this order shall continue in full force and effect. If any provision of this order is susceptible to more than one meaning, only such meanings as would render the provision legal, valid and enforceable shall be considered in constructing this order.

Failure to enforce any provision of this order by either Party shall not invalidate any other provision of this order nor the order as a whole.

G14. Amendments

This order may not be varied or amended except by an instrument in writing executed concurrently with or subsequent to the execution of this order and signed on behalf of Buyer and Seller by duly authorized representatives.

G15. Assignments

This order shall endure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be voluntarily assigned in whole or part by the Buyer or Seller without the prior written consent of the other Party.

G16. Publicity

All information released or disclosed regarding this order requires the written mutual agreement of both Parties prior to release or disclosure.

G17. Confidentiality (Non-disclosure)

All information and data communicated by one Party to the other in connection with this Agreement, the Bidding Documents, any documents referred to in this Agreement as well as any supplemental documents, annexes and enclosures thereto shall be kept confidential and shall not be disclosed to third parties without the prior written consent of the communicating Party and shall be used solely for its own benefits for the purposes of performing the obligations under this Agreement. As used herein, the term “kept confidential” shall mean that the Party receiving such information shall use all customary and reasonably necessary precautions to prevent the disclosure of the information and data to third parties. In this regard, the receiving Party shall not be liable for any disclosure of such information to others:

(a) if the information is within, or later falls within, the public domain through no fault of the receiving Party;

(b) if the information is known by the receiving Party, or its parent, affiliate, or subsidiary company as substantiated by documentation dated prior to the disclosure thereof by the transmitting Party;

(c) if the information is legally obtainable without restriction from another source;

(d) if the information is approved for release or use by written authorization of an officer of the transmitting Party;

(e) the information can be obtained from an examination of goods sold on the open market;

(f) the information is developed by the receiving Party or its parent, affiliate or subsidiary company independently by its employees who have not had access to the transmitting Party’s information; or

(g) the information has been or later is disclosed by the transmitting Party to a third party on an unrestricted basis.

The obligations of this provision shall survive any expiration or termination of this Agreement for two (2) years from such expiration or termination.

G18. Notices

Any notice transmitted in connection with this agreement shall be effective when received in writing at the address set forth above. Writing shall be deemed to include, without limitation, a FAX, Electronic mail, or any other similar communication, including any copy thereof.

G19. Limitation of Liability

The Seller and Buyer agree that the maximum liability under any circumstances will not exceed the total value of the Purchase Order at the date of signing.

Neither party shall be liable to the other for any special, consequential, incidental, or punitive damages arising in connection with the performance of, or the failure of the Seller to perform, this order.

G20. Statement of Guarantee

Seller will make available equivalent replacement parts for a product sold to the state for at least 3 years after a product is discontinued.

G21. Entire Agreement

The provisions contained or incorporated herein by reference constitute the Entire Agreement and supersede all previous communication or representations, either verbal or written. No changes, modifications or revision to this order shall be valid unless it is in writing and signed by a duly authorized officer or representative of the Parties hereto.

Attachment 1

TRAINING DESCRIPTION

Operations and Maintenance course, four days on-site, includes travel expenses:

- User training for up to six individuals, on all features of analysis and display
- Software installation, configuration, and maintenance actions
- Trouble shooting

Software Interface course, four days on-site, includes travel expenses:

- Input formats and data insertion techniques tailored to user needs
- Output formats and data transmission techniques tailored for user needs
- Starting application programs from LEADS and accessing the LEADS database