

## **REQUEST FOR BOARD ACTION**

### **HENDERSON COUNTY BOARD OF COMMISSIONERS**

**MEETING DATE:** August 20, 2014

**SUBJECT:** Communications Equipment Purchase Contract

**PRESENTER:** Rocky Hyder

**ATTACHMENTS:** Yes  
1. Kenwood Inc. Contract

#### **SUMMARY OF REQUEST:**

In FY 2012 the Board established a capital improvements project for a new communications system for emergency services following a federal grant award for approximately half the total project cost. Henderson County opened bids for a new emergency communications system on June 14, 2012. Kenwood Inc. was determined to be the lowest responsive bidder and subsequently began the process of securing a group of radio frequencies for the new communications system.

In March 2014 we received notification from the FCC of frequency allocation for our communications system. Since March we have been verifying the radio frequency license with the corresponding location and have begun procuring towers and buildings for the new sites (3 new sites, 6 sites total). Since we know the exact frequencies in which we will operate, Kenwood has developed a specific equipment order complete with installation. The attached contract provides for the purchase of equipment, engineering, licensing and labor to install a new communications system for all emergency service agencies in the County.

#### **BOARD ACTION REQUESTED:**

The Board is requested to approve the purchasing agreement with Kenwood Inc. and authorize the County Manager to endorse the document.

#### **Suggested Motion:**

*I move the Board approve the agreement with Kenwood Incorporated to purchase and install radio equipment.*

**RADIO SYSTEM  
DESIGN, FURNISH AND INSTALL AGREEMENT**

This Agreement (this “Agreement”) is made and entered into as of 8/20/14, (the “Effective Date”) by and between KENWOOD USA CORPORATION, a California corporation, with its place of business at 3970 Johns Creek Court, Suwanee, GA 30024 (“KENWOOD”) and Henderson County, a North Carolina Public Safety Agency, with a place of business at 820 North Justice St., Hendersonville, NC 28791 (“THE AGENCY”).

**RECITALS**

WHEREAS, THE AGENCY desires to purchase from KENWOOD, and KENWOOD desires to design, furnish and install for THE AGENCY, a six site NEXEDGE trunked radio system to provide county wide mobile coverage.

WHEREAS, in connection with the development and installation of the Radio System, each party has agreed to certain obligations and responsibilities set forth in this Agreement;

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree as follows:

1. Definitions. For purposes of this Agreement, capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

1.1 Confidential Information. “Confidential Information” means any and all proprietary and/or non-public information provided by one party or its Affiliates (the “Disclosing party”) to the other party or its Affiliates (the “Recipient”) that is marked as “confidential” or “proprietary” or with a similar legend at the time of disclosure if provided in tangible form and, if disclosed orally or visually, is identified in writing as “confidential” or “proprietary” within thirty (30) days following the date of its initial disclosure. Confidential Information shall exclude information the Recipient can demonstrate by competent evidence: (a) was independently developed by the Recipient without any use of the Disclosing party’s Confidential Information or by the Recipient’s employees or other agents (or independent contractors hired by the Recipient) who had not been exposed to the Disclosing party’s Confidential Information at the time that such development occurred; (b) became known to the Recipient, without restriction, from a source (having a right to disclose such information) other than the Disclosing party without breaching this Agreement; (c) was in the public domain at the time it was disclosed or enters the public domain through no act or omission of the Recipient; (d) was rightfully known by the Recipient, without restriction, at the time of disclosure; or (e) was approved for disclosure by the Disclosing party beforehand and in writing (f) excluding information required by law to be retained or provided as public record, or required by a subpoena, court order, or other legal process.

1.2 Functional Test. Specific installation inspection and functional testing as outlined in Schedule A prior to system commissioning. The successful functional test will start the warranty period.

1.3 Kenwood IPR. “Kenwood IPR” means the Intellectual Property Rights (a) owned or controlled KENWOOD related to the Radio System conceived, generated or first reduced to practice prior to, or independently of, any work performed pursuant to this Agreement or (b) developed, conceived, generated or first reduced to practice by any party in connection with the design, development and installation of the Radio System during the Project or in anticipation of entering into this Agreement.

1.4 Kenwood Technology. “Kenwood Technology” means technical information owned or controlled by KENWOOD related to the Radio System conceived, generated or first reduced to practice prior to, or independently of, any work performed pursuant to this Agreement or (b) developed, conceived, generated or first reduced to practice by any party in connection with the design, development and installation of the Radio System during the Project or in anticipation of entering into this Agreement.

1.5 Intellectual Property Rights. “Intellectual Property Rights” means any and all intellectual property rights worldwide arising under statutory law, common law or by contract and whether or not perfected, including without limitation, all: (a) patents, patent applications and patent rights; (b) trademarks, service marks, trademark applications, service mark applications or trade dress; (c) rights associated with works or authorship including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications, and mask work registrations; (d) rights relating to the production of trade secrets and confidential information; (e) proprietary source code, object code and software; (f) any rights analogous to those set forth in this section and any other proprietary rights relating to intellectual property; and (g) divisionals, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, used or acquired, and whether registered or unregistered.

1.6 Project. “Project” means the joint project between KENWOOD and THE AGENCY for the design and development and installation of the Radio System as set forth in Section 2 of this Agreement.

1.7 Specifications. “Specifications” means the specifications and development schedule for the Radio System mutually agreed upon by the parties as described in our compliance statement schedule C and section 4 of our response to the request for proposal, as such specifications may be amended from time to time upon the mutual agreement of the parties in accordance with the terms of this Agreement.

2. Design and Development. KENWOOD and THE AGENCY agree to dedicate the necessary personnel, property, technology and other resources, as set forth in this Section 2, to fulfill their respective responsibilities with respect to the design, development and installation of the Radio System.

2.1 KENWOOD Responsibilities. KENWOOD agrees to be solely responsible for and to use its commercially reasonable efforts to timely perform and complete tasks and responsibilities. KENWOOD shall retain all rights, title and interest in and to the Kenwood IPR and Technology.

2.2 THE AGENCY Responsibilities. THE AGENCY agrees to be solely responsible for and to use its commercially reasonable efforts to timely perform and complete the tasks and responsibilities.

2.3 Managers' Responsibilities. Each party shall appoint a representative who shall be responsible for coordinating the day-to-day management of the Project ("Project Manager"). Each Project Manager shall oversee the Project and be responsible for (a) the submission and receipt of any deliverables, as well as any other materials or documents required to be delivered to the other party; (b) preparing change orders for any changes in the design or components to the original BOM and (c) arranging meetings and conferences between the parties; (d) arranging any seminars or training sessions. The Project Managers shall also negotiate in good faith to resolve any disputes that may arise regarding the Project. In the event the Project Managers are unable to resolve such dispute satisfactorily, such dispute shall be submitted to the executive management of each of the parties, which shall address such dispute promptly and negotiate in good faith to reach a resolution.

2.4 Specifications. As of the date hereof, the Specifications for the Radio System are set forth in Exhibit A.

2.5 Costs and Expenses. Except as otherwise indicated in Section 3, THE AGENCY and KENWOOD will each be responsible for all its own costs and expenses incurred during or in connection with the Project.

### 3. Development and Sale of Radio System.

3.1 Purchase, Sale, and Installation of Radio System. Subject to each party's fulfillment of its responsibilities set forth in Section 2, KENWOOD agrees to design, develop, furnish and install the Radio System that meets the Specifications in accordance with the terms and conditions contained in this Agreement. THE AGENCY agrees to purchase the Radio System exclusively from KENWOOD in accordance with the terms and conditions contained in this Agreement. The Specifications as of the date hereof shall not be amended unless the parties have negotiated and reached agreement with regard to whether KENWOOD is entitled to additional compensation for the design, development and installation of the Radio System and whether any production schedule for the Radio System must be amended. In the event the parties reach such agreement, KENWOOD shall, as soon as commercially practicable, arrange for the design, development and installation of the Radio System in accordance with such amended Specifications. In the event the parties can not reach an agreement with regard to additional compensation to KENWOOD or KENWOOD determines that it is unable or commercially impractical to arrange for the design, development and installation of the Radio System in accordance with such amended Specifications, it shall promptly notify THE AGENCY and the then-current Specifications shall continue to apply. Notwithstanding the foregoing, KENWOOD shall, in its sole discretion, be entitled to make any modifications to the Radio

System, provided that such modifications or improvements do not adversely affect the performance or location of the Radio System.

3.2 Subcontract. KENWOOD may, at its sole discretion and without the prior consent of THE AGENCY, subcontract the manufacture or assembly of the Radio System or any part or component thereof at any time to an affiliate of KENWOOD. KENWOOD may, with the prior written consent of THE AGENCY, which consent shall not be unreasonably withheld or delayed, subcontract the manufacture or assembly of the Radio System or any part or component thereof at any time to a third party.

3.3 Price and Payment for Radio System. In consideration of the services to be performed and the goods to be designed, developed and delivered by KENWOOD hereunder, THE AGENCY shall pay to KENWOOD the amounts and at the times set forth on Schedule D attached hereto. Such payments shall be remitted to KENWOOD in accordance with the instructions of KENWOOD. KENWOOD will have the right, exercisable in its sole discretion, to cancel or suspend performance hereunder in the event that THE AGENCY fails to timely make any payment to KENWOOD when due. The amounts set forth in Schedule D payable by THE AGENCY to KENWOOD shall be escalated upwards in an amount mutually satisfactory to the parties to account for any changes to the Specifications.

3.4 Title and Risk of Loss. Title and risk of loss of the Radio System shall pass from KENWOOD to THE AGENCY upon delivery.

3.5 Acceptance. The installation of the Radio System shall not be deemed to be accepted by THE AGENCY until the Radio System has been evaluated and meets or exceeds the standards set forth in the Evaluation Test; provided, however, that THE AGENCY shall be deemed to have accepted said shipment of the Radio System if the evaluation test is not performed within thirty (30) calendar days of the completed installation or the AGENCY has beneficial use of the system for (30) calendar days. Beneficial use is defined as the AGENCY using the system as a means of communication for 25 units or more.

#### 4. Warranty.

(a) KENWOOD warrants to THE AGENCY that the Radio System purchased by THE AGENCY pursuant to this Agreement shall conform to the Specifications. The standard warranties contained in this Section 4(a) shall terminate twenty four (24) months from the date of System Acceptance by THE AGENCY or from the date of first beneficial use by THE AGENCY, whichever comes first. The first 12 months of warranty include parts and on-site services for the RF infrastructure. The second 12 months include parts and factory labor only.

(b) THE AGENCY shall immediately notify KENWOOD in writing if any component of the Radio System fails to conform to the warranty set forth in Section 4 (a), including a description of the specific failure and any additional information in respect thereof. In no event shall THE AGENCY notify KENWOOD of any alleged non-conformity of any Radio System with the warranty set forth in Section 4 (a) at any time after the termination of such warranty in respect of such Radio System.

(c) Upon receipt of any written notice of non-conformity from THE AGENCY in accordance with Section 4 (b), KENWOOD or its agents shall have the right to inspect such allegedly non-conforming component(s) of the Radio System and, in the case of a notice that any component of the Radio System fails to conform with the warranty set forth in Section 4 (a), to perform a Evaluation Test with respect to such Radio System component(s). If KENWOOD agrees that such Radio System component is non-conforming (as evidenced, in the case of a non-conformity with the warranty set forth in Section 4.1(a), by the failure of such Radio System component to pass the Evaluation Test), KENWOOD shall have the option, exercisable in its sole discretion, to (a) repair such non-conforming Radio System component at KENWOOD's sole cost and expense or (b) replace such non-conforming Radio System component at KENWOOD's sole cost and expense. The results of any evaluation test shall be provided to THE AGENCY by KENWOOD.

**THE ABOVE WARRANTIES ARE THE ONLY WARRANTIES MADE BY KENWOOD TO THE AGENCY WITH RESPECT TO THE RADIO SYSTEM AND ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF KENWOOD FOR DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SALE, USE OR PERFORMANCE OF THE RADIO SYSTEM. KENWOOD DISCLAIMS ALL OTHER WARRANTIES WITH REGARD TO THE RADIO SYSTEM SOLD PURSUANT TO THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE.**

4.2 Warranty Exceptions. KENWOOD shall have no warranty obligations as set forth in Section 4.1 if the non-conformity of the Radio System or its individual components arises from cause(s) not attributable solely to KENWOOD, including without limitation:

(a) any abuse, misuse or improper handling of the Radio System or its individual components, such as the application of abnormal shock, the use of improper power supply voltage, exposure to abnormal temperatures or humidity or to direct sunlight for an extended period of time;

(b) any use, application, service and/or repair of the Radio System or its individual components not in accordance with the instructions provided in any service manuals for the Radio System;

(c) any alteration or modification made to the Radio System or its individual components by any party other than KENWOOD without KENWOOD'S prior written consent;

(d) any damage to the Radio System or its individual components caused by Acts of God, accident or by any party other than KENWOOD;

(e) any use of the Radio System in combination with any other product inconsistent with the instructions provided in the service manuals for the Radio System; and/or

(f) KENWOOD's compliance with the Specifications or other requirements of THE AGENCY.

5. Term and Termination.

5.1 Term. This Agreement shall become effective as of the Effective Date and, unless earlier terminated as provided herein, shall continue in effect until installation and acceptance of the Radio System as set forth in Section 3.5.

5.2 Termination. In addition to any other rights of termination set forth in this Agreement, immediately upon written notice to the party:

(a) either party may terminate this Agreement upon the breach by the other party of any of its obligations pursuant to this Agreement where such breach has not been cured or a plan has not been developed and implemented to cure such breach within sixty (60) days after such party's receipt of written notice thereof from the non-breaching party describing in detail the nature of the breach; or

(b) either party may terminate this Agreement upon the insolvency of or filing of a voluntary petition in bankruptcy by the other party, the filing of a petition or commencement of any proceeding to have the other party declared bankrupt or insolvent, the appointment of a receiver or trustee for the other party, or the execution by the other party of an assignment for the benefit of creditors.

(c) either party may terminate this Agreement in the event a system acceptance test plan is not mutually developed and accepted.

5.3 Absolute Right. The aforesaid rights of termination are absolute. Except as set forth in Section 5.4 below, neither party shall be liable to the other for any loss (including, but not limited to, any claims for loss of profits or relating to any expenditures, investments, capital improvements, leases or other commitments made by either party in connection with its business or in reliance upon this Agreement), damage or indemnity by reason of the termination or expiration of this Agreement or the exercise by such party of any termination rights provided in this Agreement, and all claims therefor are hereby expressly waived.

5.4 Rights and Duties After Termination or Expiration. Upon termination or expiration of this Agreement:

(a) THE AGENCY shall immediately pay KENWOOD for all work performed by KENWOOD in accordance with this Agreement prior to the date of termination.

(b) Upon request, each party, at its own expense, shall promptly either return or destroy, as instructed by the other party, all Confidential Information of the other party.

6. Indemnification. KENWOOD agrees to defend, indemnify and hold harmless THE AGENCY from and against all claims, demands, actions, proceedings, liabilities, losses and damages, and all costs and expenses connected therewith, including reasonable attorneys' fees, resulting from any claim that any of the KENWOOD IPR and Technology used in connection

with or incorporated in the Radio System infringe any third party's Intellectual Property Rights; provided that THE AGENCY (a) promptly notifies KENWOOD in writing of any such claim and gives KENWOOD the opportunity to defend or settle any such claim at KENWOOD's expense and (b) cooperates with KENWOOD, at KENWOOD's expense, in defending or settling such claim. THE AGENCY may be represented by its separate counsel, at THE AGENCY's expense, provided that such counsel only acts in an advisory capacity. In case THE AGENCY's use or sale of the Radio System is enjoined arising out of KENWOOD's alleged or actual infringement of any third party Intellectual Property Rights, KENWOOD agrees to endeavor to procure for THE AGENCY, at KENWOOD's expense, the right to continue using the Radio System.

7. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY CLAIMS ARISING OUT OF THIS AGREEMENT (OTHER THAN CLAIMS FOR PAYMENTS OWED BY ONE PARTY TO THE OTHER PARTY OR CLAIMS ALLEGING WILLFUL MISCONDUCT, INTENTIONAL MISREPRESENTATION OR FRAUD) EXCEED THE AGGREGATE AMOUNT OF PAYMENTS RECEIVED BY KENWOOD FROM THE AGENCY IN THE YEAR SUCH CLAIMS ARISE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8 REFLECT AN ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THE TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

8. Confidentiality. Any and all Confidential Information shall be kept confidential by the Recipient and shall not be used, communicated, disclosed or divulged, except as necessary in the performance of its obligations under this Agreement. The Recipient agrees to limit access to the Confidential Information to such of its employees, agents and subcontractors, and their respective employees and agents, as reasonably required for the purpose of performing its obligations hereunder. Prior to disclosing any Confidential Information to any of its employees, agents or subcontractors, or their respective employees or agents, the Recipient shall obtain from each such employee, agent and subcontractor, and their respective employees and agents, an agreement to treat the Confidential Information in strict confidence and not to use such information except in the scope of their obligations pursuant to the terms of this Agreement. The provisions set forth in this Section shall survive the expiration or any termination of this Agreement for five (5) years from the date of such expiration or termination.



9. Miscellaneous Provisions. Arbitration. This Agreement will be governed and construed in accordance with the laws of the State of North Carolina. Any controversy, claim or dispute arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, shall be resolved in the following manner:

(a) The parties shall use all reasonable efforts to resolve the controversy, claim or dispute through direct discussions. The senior management of each party commits itself to respond promptly to any such controversy, claim or dispute.

(b) Within 30 days of written notice that there is such a controversy, claim or dispute, the parties shall confer by telephone in an effort to reach an amicable settlement.

9.2 Severability. If any provision is prohibited by or under the laws of any jurisdiction in which this Agreement may be used or to which it may be applicable, said provision shall be, as to said jurisdiction, ineffective to the extent of such prohibition, without invalidating thereby any of the remaining provisions of this Agreement. The headings set forth in this Agreement are for the convenience of the parties only and shall not be considered in determining the meaning of any provision hereof.

9.3 Entire Agreement. This Agreement evidences the entire agreement of the parties, and supersedes and cancels all prior discussions, agreements and understandings with respect to the subject matter hereof between the parties, written, oral or implied, including, but not limited to, any request for proposal or response to request for proposal.

9.4 Assignment. Neither this Agreement, nor any of the rights or obligations arising hereunder, may be assigned by either party, by operation of law or otherwise, without the other party's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

9.5 Notices. Any notice required or contemplated by this Agreement shall be contained in a written instrument, addressed to the respective party's address set forth on the signature page hereto or such other address as may hereafter be designated in writing by the addressee to the addressor and shall be deemed given (i) upon confirmation of delivery, if sent by a recognized courier service or facsimile, or (ii) five (5) days after being deposited in the mail, if sent by registered mail, postage prepaid and return-receipt requested.

9.6 Non-Waiver and Amendment. Failure by either party to enforce or take advantage of any provision of this Agreement shall not constitute a waiver of the right subsequently to enforce or take advantage of such provision. Except as otherwise expressly provided herein, this Agreement or any of the terms and provisions hereof may not be changed or amended or waived, in any way whatsoever, except by written agreement executed by an authorized officer of each party.

9.7 Relationships. KENWOOD and THE AGENCY are independent and nothing herein or any action taken under this Agreement shall be deemed to make one party an agent, employee or servant of the other for any purpose whatsoever or create any partnership or joint venture between the parties. KENWOOD and THE AGENCY each shall be solely

responsible for its acts, conduct and expenses and the acts, conduct and expenses of its employees, agents, subcontractors and suppliers.

9.8 Survivability. The provisions set forth in Sections 4, 5.3, 5.4, 6, 7, 8 and 9 shall survive the expiration or any termination of this Agreement.

9.9 Force Majeure. Neither party shall be liable to the other in any way whatsoever for any failure, delay or error in the performance of any of its obligations under this Agreement (other than payment obligations) caused, in whole or in part, by conditions beyond the reasonable control of such party, including, but not limited to, strikes or other labor disputes; riots; war or insurrections; fires, floods or other natural causes; force majeure; or the acts or regulations of any government or agency or subdivision thereof. In no event shall either party be liable to the other for indirect, special or consequential damages or for the loss of anticipated compensation or profits as a result of any such failure, delay or error.

*[remainder of page intentionally left blank]*

8/12/2014

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

THE AGENCY:

**THE AGENCY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices: \_\_\_\_\_

\_\_\_\_\_

Facsimile: \_\_\_\_\_

**KENWOOD USA CORPORATION**

a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Facsimile: \_\_\_\_\_

**SCHEDULE A**

**Functional Test**

1. Check the structural integrity of the installation to ensure the equipment is rigidly installed and properly grounded at all sites.
2. Confirm the site transmitters are programmed properly and meet the FCC licensed power output and receiver sensitivity at all sites.
3. Confirm all internal feedline jumpers, external feedlines, antennas, and lightning suppressors are installed, and connected to the radio system properly at all sites.
4. Confirm mobiles and portables register to the site/sites, key up a transmitter, and pass audio. The test is to be performed at all sites.
5. Confirm the inter-site connectivity is functional at all of the sites.
6. Confirm multi-site calls between users can be completed.

The above functional testing will be performed using radios provided by Kenwood for the purposes of confirming the functionality of the system.

Kenwood together with the county will confirm system coverage based on the post deployment propagation prediction models.

When the above functional testing has been successfully completed the system will be considered commissioned; the warranty will begin and the final invoice will be processed.

Henderson County

Kenwood USA Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule B

<b>RF Sites (6)</b>					
<b>Equipment part number:</b>	<b>Description</b>	<b>List Price</b>	<b>Sales Price</b>	<b>Quantity</b>	<b>Extended Sales Price</b>
NXR-700K	VHF Nexedge 146-174 mHz Repeater	\$ 5,333.00	\$ 3,999.75	28	\$ 111,993.00
KXK-3M3	High Stability Oscillator for 6.25kHz operation	\$ 3,333.00	\$ 2,499.75	7	\$ 17,498.25
KSGPA22413	110W Continuous Duty Amplifier	\$ 2,160.00	\$ 1,620.00	28	\$ 45,360.00
KSGPS100KIT	100A Power Supply With Dist. Panel	\$ 2,355.00	\$ 1,766.25	28	\$ 49,455.00
KSGMRCK7	45 RU Equipment Rack, incl. cushioned shipping container, cable, wire management and hardware	\$ 1,200.00	\$ 900.00	12	\$ 10,800.00
KSGPG91800	Option needed to enable the trunking features	\$ 1,500.00	\$ 1,125.00	28	\$ 31,500.00
KSGPG91810	Multi Site Networking Trunking Feature	\$ 11,667.00	\$ 8,750.25	6	\$ 52,501.50
KSGTXRX-4	Combining (estimate) (Peg Rack)	\$ 18,967.00	\$ 14,225.25	6	\$ 85,351.50
KSG9PXKIT	UPS Power Supply System	\$ 13,165.00	\$ 9,873.75	3	\$ 29,621.25
KSGNS10424	8 Port Managed Network Switch	\$ 900.00	\$ 675.00	6	\$ 4,050.00
KSGRTKIT	Cisco 2911/K9 Router with EWHIC Card	\$ 5,185.00	\$ 3,888.75	6	\$ 23,332.50
KSGC30022	Server	\$ 5,036.68	\$ 3,777.51	1	\$ 3,777.51
KSGPGKEYSM	Administrator level key and software	\$ 583.00	\$ 437.25	1	\$ 437.25
KSGCB60004	NXR-SERIES Programming cable	\$ 25.00	\$ 18.75	1	\$ 18.75
B51-8794-00	NXR-700 Service Manual	\$ 50.00	\$ 37.50	1	\$ 37.50
B51-8826-00	NXR-700 Supplement Manual	\$ 50.00	\$ 37.50	1	\$ 37.50
KPG-109DK	NXR-SERIES Repeater Software	\$ 103.25	\$ 77.44	1	\$ 77.44
KSGLOT	Misc. shop supplies, jumper cables, & inter cable wiring	\$ 800.00	\$ 600.00	6	\$ 3,600.00
KSGMS100P1	Power Strip	\$ 91.00	\$ 68.25	28	\$ 1,911.00
KSGDB638	Andrew DB-264 Antenna	\$ 1,553.65	\$ 1,398.29	14	\$ 19,575.99
KSGADP60SCP	Andrew AD-P60-SCP Adaptor Clamp Set	\$ 204.00	\$ 153.00	14	\$ 2,142.00
KSGLDF6-50A	Andrew 7/8" Heliac	\$ 7.75	\$ 6.98	5600	\$ 39,060.00
KSGWSHG114P	Wireless Solutions WS-HG114P Hoisting Grip, 7/8" Heliac	\$ 40.00	\$ 30.00	14	\$ 420.00
KSG6TDF-PS	Andrew L6TDM-PS Connector, 7/8" Heliac,	\$ 68.00	\$ 51.00	28	\$ 1,428.00
KSG6TNF-PS	Andrew L6TNF-PS Connector, 7/8" Heliac, N-F	\$ 68.00	\$ 51.00	28	\$ 1,428.00
KSF241088-3	Andrew 241088-3 Ground Kit, 7/8" Heliac	\$ 40.00	\$ 30.00	42	\$ 1,260.00
KSGF4APDMDM3US	Andrew F4A-PDMDM-3-USA Jumper, 3'	\$ 120.00	\$ 90.00	56	\$ 5,040.00
FSJ4-50	Andrew FSJ4-50B 1/2" Superflex	\$ 4.60	\$ 3.45	840	\$ 2,898.00
KSGUHF50HN-MA	Andrew FPNMV2-HC Connector, 1/2 Superflex, N-M	\$ 40.00	\$ 30.00	56	\$ 1,680.00
KSGAC2100F07	PolyPhaser UHF50HN-MA Lightning Suppressor, Combiner, UHF	\$ 95.00	\$ 95.00	7	\$ 665.00
KSGMS00347	Raycap AC2100-F07 120/240 1ph AC Surge Suppressor	\$ 240.00	\$ 180.00	7	\$ 1,260.00
KSGHLGB0214IS	Harger HLGB-0214-IS Ground Bar	\$ 100.00	\$ 75.00	7	\$ 525.00
KSGKEN	Special WT fab antenna mount	\$ 3,000.00	\$ 2,250.00	14	\$ 31,500.00
KSGLOT	Misc Grounding Materials, Supplies	\$ 3,000.00	\$ 2,250.00	7	\$ 15,750.00
				<b>Total:</b>	<b>\$ 595,991.94</b>

<b>System Programming, Optimization &amp; Installation</b>					
KSGPROJ	Project Management & Engineering		\$ 7,459.00	1	\$ 7,459.00
KSGPROG	Infrastructure Programming		\$ 12,800.00	1	\$ 12,800.00
KSGOPT	System Assembly, Optimization & Staging		\$ 29,600.00	1	\$ 29,600.00
KSGINST	System Installation at Site Location to include RF equipment		\$ 42,987.00	1	\$ 42,987.00
KSGLIC	Licensing to 6.25 kHz (est)		\$ 45,680.00	1	\$ 45,680.00
KST&S	Travel & Subsistence		\$ 12,450.00	1	\$ 12,450.00
KSGSS	First Year System Software Support		\$ 19,200.00	1	\$ 19,200.00
Total:					\$ 170,176.00

**Infrastructure Phase****\$ 766,167.94**

<b>Microwave Sites (6)</b>					
Equipment part number:	Description	List Price	Sales Price	Quantity	Extended Sales Price
E490231	EXAlt Microwave EX-4.9i-Lite 4.9GHz TDD	\$ 10,522.00	\$ 9,469.80	12	\$ 113,637.60
K00B490231	Upgrade key	\$ 1,000.00	\$ 900.00	12	\$ 10,800.00
S001T01	Extended Warranty on Microwave	\$ 850.00	\$ 765.00	12	\$ 9,180.00
KSG9PXKIT	UPS Power Supply System	\$ 13,165.00	\$ 9,873.75	3	\$ 29,621.25
SP6-4.9NS	RadioWaves SP6-4.9NS 6' Microwave Antenna, Single Pol, N-F	\$ 3,899.00	\$ 3,509.10	12	\$ 42,109.20
RD6	RadioWaves RD6 Fiberglass Radome, 6'	\$ 1,403.00	\$ 1,262.70	12	\$ 15,152.40
SST-4/6	RadioWaves SST-4/6 Side Strut	\$ 667.00	\$ 600.30	12	\$ 7,203.60
n/a	Estimated Shipping for Microwave Antenna	\$ 526.00	\$ 473.40	12	\$ 5,680.80
LDF4.5-50	Andrew LDF4.5-50 5/8" Helix	\$ 8.00	\$ 7.20	1920	\$ 13,824.00
L4.5PNM-RC	Andrew L4.5PNM-RC Connector (N-M)	\$ 95.00	\$ 85.50	12	\$ 1,026.00
L4.5PNF-RC	Andrew L4.5PNF-RC Connector (N-F)	\$ 95.00	\$ 85.50	12	\$ 1,026.00
241088-2	Andrew 241088-2 Ground Kit, 5/8" Helix	\$ 51.00	\$ 45.90	36	\$ 1,652.40
WHG-58L	Wireless Solutions WHG-58P Hoisting Grip, 5/8" Helix	\$ 49.00	\$ 44.10	24	\$ 1,058.40
F4A-PNMNM-3-USA	Andrew F4A-PNMNM-3-USA Jumper, N-M to N-M, 3'	\$ 158.00	\$ 142.20	24	\$ 3,412.80
LSXL	PolyPhaser LSXL Lightning Suppressor, Microwave	\$ 203.00	\$ 182.70	12	\$ 2,192.40
BF-ADAPTER	PolyPhaser BF-ADAPTER Grounding Adaptor, N-F dia	\$ 22.00	\$ 19.80	12	\$ 237.60
N/A	Installation Materials Budget (WxPr, Sctkt, Hdwe)	\$ 8,000.00	\$ 7,200.00	12	\$ 86,325.75
Total:					\$ 344,140.20

<b>System Programming, Optimization &amp; Installation</b>					
KSGPROJ	Project Management & Engineering		\$ 8,999.00	1	\$ 8,999.00
KSGSETUP	Microwave Optimization		\$ 5,800.00	1	\$ 5,800.00
KSGINT	Microwave Dish Installation		\$ 34,600.00	1	\$ 34,600.00
KST&S	Travel & Subsistence		\$ 11,950.00	1	\$ 11,950.00
Total:					\$ 61,349.00

**Microwave Phase****\$ 405,489.20**

<b>Remote Monitoring (6)</b>						
<b>Equipment part number:</b>	<b>Description</b>	<b>List Price</b>	<b>Sales Price</b>	<b>Quantity</b>	<b>Extended Sales Price</b>	
KSGCP00017	siteRSM, 1U, Ethernet Interface, 8 input ana	\$ 4,115.00	\$ 3,703.50	7	\$ 25,924.50	
KSGCP00001	siteVIEW Enterprise - Single-seat License	\$ 4,555.00	\$ 4,099.50	1	\$ 4,099.50	
PM-2A-300	RF Power Monitor	\$ 312.00	\$ 280.80	35	\$ 9,828.00	
KSGCN10120	N/M to N/M Barrel Coax Connector	\$ 20.00	\$ 18.00	70	\$ 1,260.00	
KSGCB00113	Power Supply Interface Cable	\$ 80.00	\$ 72.00	28	\$ 2,016.00	
KSGCB00114	Repeater Interface Cable	\$ 50.00	\$ 45.00	28	\$ 1,260.00	
KSGCB00115	UPS Interface Cable	\$ 50.00	\$ 45.00	14	\$ 630.00	
<b>Total:</b>					<b>\$ 45,018.00</b>	

<b>System Programming, Optimization &amp; Installation</b>						
KSGPROJ	Project Management & Engineering		\$ 1,999.00	1	\$ 1,999.00	
KSGINT	Monitoring Installation & Optimization		\$ 9,600.00	1	\$ 9,600.00	
KST&S	Travel & Subsistence		\$ 4,950.00	1	\$ 4,950.00	
<b>Total:</b>					<b>\$ 16,549.00</b>	

<b>Remote Monitoring Option</b>	<b>\$ 61,567.00</b>
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<b>Grand Total Project</b>	<b>\$1,233,224.14</b>
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## **SCHEDULE C**

### **SCOPE of Work**

Design and provide a 6 site Multi-channel 28 channel VHF Nexedge system. Kenwood will research and select VHF frequencies for the project. Kenwood will do their best to select the best available frequencies. Due to the nature of the frequency band, the terrain, and other external factors there is no guarantee the frequencies will not be interfered with. If select frequencies are found to have interference; Kenwood will provide their best efforts to mitigate the interference. The County will be responsible for additional licensing fees and hardware expenses if it is required to apply for replacement/additional frequencies.

Kenwood will assemble the system in our staging facility, configure, and test as a complete system.

Kenwood will program and configure the provided RF equipment

Upon successful staging and testing; the system will be prepared for shipping and crated accordingly.

Prior to shipment Kenwood will confirm with the County the site and site shelters are ready for the equipment to be installed.

The County is responsible for new tower construction, related shelters, electrical, and grounding.

The County is responsible for site improvements at the existing sites, demarcation points for grounding and electrical.

The County is responsible for secondary generator power at all of the sites.

Kenwood will provide and be responsible for the installation for the inter-site microwave communication system.

The equipment crates will be shipped to a predetermined destination or to the sites, where the systems will be uncrated and inspected prior to installation.

Kenwood is responsible for the installation of the RF equipment at the sites. We are also responsible for the proper grounding of the equipment to the County provided demarcation points.



## Schedule D

### PAYMENT TERMS

<b><u>FCC licensing</u></b>	\$45,680.00
Payment is due with the fully executed agreement.	
<b><u>RF (Sites 6)</u></b>	\$595,991.94
Infrastructure, software, and supporting hardware will be invoiced upon shipment. Equipment includes hardware listed on schedule B listed under site 1-7 RF.	
The product shipped may or may not be all inclusive and may invoice partial.	
<b><u>Remote Monitoring 6</u></b>	\$45,018.00
The site monitoring hardware is listed on schedule B remote monitoring 7. The site monitoring equipment will be integrated with the RF infrastructure, and will invoice upon shipment. The product shipped may or may not be all inclusive and may invoice partial.	
<b><u>Microwave 6</u></b>	\$344,140.20
The site microwave equipment is listed on schedule B under microwave 7. The hardware will invoice upon shipment. The product shipped may or may not be all inclusive and may invoice partial.	
<b><u>System Programming, Optimization, and Installation</u></b>	
Upon completion of the site installation the labor charges will be invoiced less 10% of the total value prior to final testing	
RF	\$105,296.00
Remote Monitoring	\$16,549.00
Microwave	\$61,349.00
Installation optimization total	<u>\$183,194.00</u>
Hold back	(\$18,319.40)
Total invoice	<u>\$164,874.60</u>
 <b><u>Final payment post final testing</u></b>	
Hold back from installation and optimization	\$18,319.40
First year system support	\$19,200.00
<b><u>Final invoice</u></b>	<b><u>\$37,519.40</u></b>
 Total Project cost:	 \$1,233,224.14