

**PROJECT 25 PUBLIC SAFETY RADIO NETWORK PURCHASE AND INSTALLATION
AGREEMENT**

THIS PROJECT 25 PUBLIC SAFETY RADIO NETWORK PURCHASE AND INSTALLATION AGREEMENT (“Agreement”) is made and entered into ____ day of _____, 2023 (“Effective Date”), by and between **LEVY COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (“County”), and **COMMUNICATIONS INTERNATIONAL INC.**, a Florida for profit corporation whose address is 4450 U.S. Highway 1, Vero Beach, Florida 32967 (“Contractor”), which parties may individually be referred to as a “Party” or collectively as the “Parties.”

WHEREAS, the County has determined it is necessary to replace its existing legacy radio systems with a digital, Association of Public Safety Communications Officials Project P25 compliant communications system; and

WHEREAS, the County issued Request for Proposals RFP 2022-02, Public Safety Radio Communications System, dated July 25, 2022 and five (5) subsequent addendums to same (collectively the “RFP”); and

WHEREAS, following its review and evaluation of the proposals received in response to the RFP, including Contractor’s proposal, the County determined that it would be in the best interest of the County to award a contract to Contractor for the rendering of those services described in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed as follows:

SECTION 1. DEFINITIONS:

In addition to terms as are defined throughout this Agreement, the following terms shall have the following meanings when used herein:

- A. **“Acceptance Tests”** shall mean the testing procedures set forth in the Scope of Work to determine whether the System has met the System specifications set forth in the Scope of Work or as mutually agreed upon in writing by the Parties.
- B. **“Agreement”** shall mean this Project 25 Public Safety Radio Network Purchase and Installation Agreement.
- C. **“Agreement Documents”** shall mean this Agreement, the Exhibits described in Section 18 hereof, the Detailed Design Documents, and any duly executed amendments to this Agreement.
- D. **“Application for Payment”** shall mean Contractor’s request for payment for the Work in accordance with the payment schedule set forth in Section 5 of this Agreement.
- E. **“Change Order”** shall mean a written modification to the Total Agreement Price, Contract Time, or other Agreement terms which is signed by both Parties.
- F. **“Contract Time”** shall mean the time within which the Work shall be fully completed and ready

for final acceptance by the County as set forth in Section 8 of this Agreement.

- G. **“Detailed Design Documents”** shall mean those documents delivered by Contractor to County at the conclusion of the Detailed Design Review.
- H. **“Detailed Design Review”** shall mean the phase during which the final design of the System is established and approved by the County.
- I. **“Documentation Deliverables”** shall mean the standard commercial quality manuals to be furnished by the Contractor to the County pursuant to the terms hereof and the Scope of Work.
- J. **“End User Equipment”** shall mean the mobile and portable radio units, and related devices and accessories as detailed in the Scope of Work.
- K. **“Final System Acceptance”** shall have the meaning defined in the Scope of Work.
- L. **“Field Order”** shall mean a written order issued by the Project Manager which requires minor changes in the Work but which does not involve a change in the Total Agreement Price or the Contract Times.
- M. **“Post-Warranty Maintenance Services”** shall mean the maintenance and support services to be performed by Contractor after the termination of the Warranty Period (as it may vary based upon the various applicable warranties), which are described in Exhibit H attached hereto and incorporated herein by reference.
- N. **“Project Schedule”** shall mean the schedule described in Exhibit “B” for performance of the Work within the Contract Time.
- O. **“Project Sites”** shall mean those sites where any System Infrastructure is installed or other aspects of the Work will be performed.
- P. **“RFP”** shall mean Request for Proposals RFP 2022-02, Public Safety Radio Communications System, dated July 25, 2022 and the five (5) subsequent addendums to same issued by the County.
- Q. **“Scope of Work” or “SOW”** shall mean the description of the Work to be performed by Contractor to deliver and install the System and provide the Services, as more particularly described in Exhibit “B” attached to this Agreement.
- R. **“Services” or “Work”** shall mean the design, staging, installation, training, and maintenance services (within the Warranty Period) to be provided by Contractor to County as included in the Scope of Work. “Services” or “Work” includes installation of the Software but does not include Software design or those activities and responsibilities of County set forth herein. “Services” or “Work” does not include maintenance services provided following expiration of the Warranty Period.
- S. **“Software”** means (i) proprietary software in object code format; (ii) any modifications, enhancements, new versions and new releases of the software provided; and (iii) which is utilized on the System Infrastructure or End User Equipment.

- T. **“Software License”** shall mean those software licenses published by third parties, for the Software incorporated into the System.
- U. **“System”** shall mean collectively the System Infrastructure, End User Equipment, and Software.
- V. **“System Infrastructure”** shall mean the microwave and dispatch radio equipment, consoles, control stations, base station repeaters, antennas, network servers, switches, towers, tower shelters, and related equipment, devices, and accessories included in the System, as detailed in the Scope of Work.
- W. **“Total Agreement Price”** shall mean the price of the System Infrastructure, End User Equipment, the Software Licenses, and all other Work to be furnished by Contractor to County pursuant to the terms set forth in the Scope of Work.
- X. **“Warranty Period”** shall mean the applicable warranty period for each component of the System, as described in Section 7.1, pages 715-738 of the Contractor’s Proposal Submitted in Response to the RFP (Exhibit “B” hereto) and Exhibit “J” hereto.

SECTION 2. SCOPE OF WORK:

- A. Contractor shall furnish, deliver, and install the System and perform all other Work described in the Scope of Work and this Agreement.
- B. Contractor agrees to secure, at Contractor’s expense, all management, supervision, financing, labor, materials, tools, transportation, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement. All Work shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, licensed or otherwise authorized under state and local law to perform such Work. Contractor warrants that all Work shall be performed by skilled and competent personnel to the reasonable and customary industry standards in the field.
- C. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Agreement Documents.
- D. Contractor expressly understands and agrees that the Contractor is and shall in all respects and at all times be considered an independent contractor. Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor’s relationship and the relationship of its employees to County shall be that of an independent contractor and not as employees or agents of the County. Contractor does not have the power or authority to bind the County in any promise, agreement or representation. Contractor shall not pledge the County’s credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.
- E. The Work includes the maintenance and support services performed during the Warranty Period as described in Section 11. Such maintenance and support services provided by Contractor during the Warranty Period are included in the Total Agreement Price provided in Section 3 of this Agreement.
- F. In addition to the Work, the County has elected to purchase certain Post Warranty Maintenance Services from Contractor. Following expiration of the Warranty Period, Contractor shall provide Post Warranty

Maintenance Services pursuant to the Post Warranty Maintenance Agreement attached as Exhibit “H” hereto. Compensation for such Post Warranty Maintenance Services is not included in the Total Agreement Price and is set forth in Exhibit “H” hereto.

SECTION 3. PROJECT MANAGEMENT AND PLANNING:

- A. Project Managers.** Contractor shall designate a Project Manager who will lead the Contractor team performing the Work and will serve as County’s primary point-of-contact for Contractor’s project team and the official liaison between Contractor’s project team and County. County shall designate a Project Manager to function as the single point-of-contact and official liaison between Contractor’s Project Manager and the County.
- B. Project Schedule.** The applicable milestones and dates for completion of aspects of the Project are as described in the “Project Schedule” as described as Exhibit “B.” The Project Schedule shall be updated monthly by the Contractor. All monthly updates to the Project Schedule shall be subject to the County’s and Project Manager’s review and approval. Any changes to the Project Schedule that impact the ultimate Contract Time may only be changed via a Change Order approved in accordance with Section 7 hereof.
- C. Project Kick-off Meeting.** Within thirty (30) days after the Effective Date of the Agreement, the Contractor’s Project Manager shall schedule a Project Kick-Off Meeting, the timing and location of which will be mutually agreed upon by Contractor and County. The objectives of this meeting include introduction of all project participants, review of the roles of the project participants, review of the overall project scope and objectives, review of the resource and scheduling requirements and review of Project Site status.
- D. Project Site Visits.** Following the Effective Date of the Agreement, the County shall provide Contractor with access to all Project Sites for which the County has legal access (whether by means of ownership, lease, agreement, or otherwise) upon reasonable notice to allow Contractor to thoroughly examine each such Project Site, conduct due diligence, perform Detailed Design Review, and prepare a schedule of preparatory Work required for each Project Site. For any Project Sites for which the County does not have legal access as of the Effective Date, the County shall notify the Contractor upon securing legal access to same, and the Contractor shall thereafter be afforded access to such Project Sites upon reasonable notice.
- E. Project Site Conditions.** The County shall disclose to Contractor any conditions at Project Sites that the County is aware of that may adversely affect the Work to be performed by Contractor. Contractor shall promptly inform the County of any issues it discovers when conducting due diligence at Project Sites which may adversely impact the Work or the Project Schedule.
- F. Detailed Design Review.** As further described in the SOW and the Project Schedule, a Detailed Design Review phase shall commence on the Effective Date of the Agreement. During the Detailed Design Review, Contractor’s Project Manager will meet with County’s project team on one or multiple occasions to review the System design, technical data, and site-specific information to confirm and to refine the System with the first meeting to occur within sixty (60) days after the Effective Date of the Agreement. At the conclusion of the Detailed Design Review, Contractor will provide County with Detailed Design Documents for review and approval by County. County shall have thirty (30) days to conduct its review of the above documents. Approval of Detailed Design Documents by the County shall not be unreasonably withheld, conditioned, or delayed. .

- G. System Implementation Communications.** The Parties shall establish a plan that defines regular meetings, reporting structure, and other communications activities, including working sessions that may be needed throughout the term of this Agreement to plan sub-tasks, including at a minimum: (a) formal monthly reports to County's Project Manager concerning work in progress and accomplishments; (b) periodic status meetings at which the Parties' Project Managers and other project participants will provide updates; (c) conference calls with each Party's project teams to discuss tasks, assign responsibility, and establish schedules; and (d) workshops or working sessions that may be needed to plan subtasks.
- H. County Approvals.** County shall review and respond with reasonable promptness and within the timeframes set forth in this Agreement to all submittals requiring its approval under this Agreement. For all such submittals or other items County will provide the Contractor with either; (i) written notification of County's approval, or (ii) a written notification of conditional approval subject to Contractor providing prompt correction of any noted deficiency, or (iii) in the case of a submittal that does not meet the requirements of the Agreement, a written notification of County's disapproval. County's disapproval notification will be provided with reasonable detail to sufficiently advise Contractor of the basis on which the submittal was determined to be unacceptable. No County approval or disapproval will be unreasonably withheld, conditioned, or delayed.
- I. Subcontracting.** Upon County's approval, Contractor may subcontract any portion of Work to be performed by Contractor hereunder provided that Contractor shall remain responsible for such subcontracted Work. County reserves the right to accept or reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. Contractor shall submit all proposed subcontractors to the County for approval prior to the commencement of work performed by those subcontractors.

SECTION 4. OBLIGATIONS FOR SYSTEM IMPLEMENTATION:

- A. System Management and Implementation Plan.** County and Contractor each agree to perform their respective tasks and obligations pertaining to permits and licenses, Project Site surveys, general Project Site-related responsibilities, general System Infrastructure-related responsibilities, and Project Site-specific responsibilities as set forth in the Scope of Work or elsewhere in this Agreement, and in a timely fashion in accordance with the Project Schedule, or as otherwise agreed upon by the Parties.
- B. Access.** County shall provide safe access, at no cost to Contractor, to all owned, leased, or licensed Project Sites at reasonable times, and with an escort (if required) at no charge, upon reasonable prior notification from Contractor; provided however that prior notification will not be required in the event of System outages or emergencies necessitating an immediate response. County shall ensure sufficient room, within reason, for machinery or vehicles used by Contractor, along with utilities and power supply, as applicable. County shall issue temporary identification cards to Contractor's personnel and its authorized subcontractors, if required, for access to the Project Sites.
- C. Modifications to Project Sites.** Any Project Sites where Contractor will operate and perform System installation under the terms of this Agreement must be approved by the County. All Project Sites described in the SOW are hereby approved. County shall have thirty (30) days to conduct its review of any Project Sites modifications proposed by Contractor, which approval shall not be unreasonably withheld, delayed, or conditioned. Should the County direct modification of the Project Sites, or the features and characteristics of the Project Sites that affects Contractor's cost or schedule or System performance, the

Parties agree that such change shall entitle Contractor to a Change Order and each Party shall attempt, in good faith to fully negotiate and execute such Change Order. In the event that a Project Site location is changed from the assumptions stated in the SOW, Contractor and County will work cooperatively to determine an acceptable new site location. As to any Project Site location change, Contractor will undertake to meet the same System coverage performance stated in the SOW, as Contractor anticipates minor location changes will not impact System coverage. In the event that Project Site location changes beyond Contractor's reasonable control impact the System coverage performance stated in the SOW, the Parties will work cooperatively and in good faith to negotiate and execute a Change Order addressing the same. However, if the Project Sites, as their location and condition are described in the SOW, are insufficient to meet Contractor's coverage performance parameters described in the SOW, thereby requiring additional Project Sites to meet such coverage performance parameters, the System Infrastructure and related Services required for any additional Project Sites required to meet the coverage performance parameters shall be provided at no additional cost to the County.

- D. Preparatory Work on Sites and Permitting.** The County shall have the responsibility to acquire by lease, purchase, easement, or otherwise all rights and access to selected Project Sites or additional real estate as may be required for the installation of the System. County also shall be responsible for paying all utility charges to the appropriate utility for providing utility services to the System. Contractor is responsible for obtaining any necessary permitting and government approvals for the installation of the System Infrastructure at the Project Sites, as well as the engineering associated with the same.
- E. Frequency FCC Licensing.** Contractor or a third-party contractor on behalf of Contractor will be responsible for obtaining all Federal Communications Commission frequency licenses for the System, as further set forth in the SOW. Contractor shall coordinate with County or County's agent in support of the acquisition of frequency licenses.
- F. Software License.** All Software supplied by Contractor with the System Infrastructure or End User Equipment shall be supplied subject to the applicable manufacturer and/or firmware provider licensing terms and conditions. County is responsible for complying with such Software Licenses at all times.
- G. Delivery of End User Equipment.** All End User Equipment shall be delivered to the County at such time(s) and place(s) as are approved by the County.

SECTION 5. TOTAL AGREEMENT PRICE AND PAYMENT SCHEDULE:

- A.** In consideration of the faithful performance by the Contractor of the covenants in this Agreement, including the delivery and installation of the System, to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following Total Agreement Price, in accordance with the terms of this Agreement and the Price Schedule attached hereto as Exhibit "I": **\$8,898,238.21**. The Total Agreement Price is further divided into the System Infrastructure Price, which is **\$5,283,356.56**, and the End User Equipment Price, which is **\$3,614,881.65**. Compensation for any post warranty maintenance services provided after expiration of the Warranty Period is not included within the Total Agreement Price and is described separately in the Post Warranty Maintenance Agreement attached hereto as Exhibit "H." Any additional or out-of-scope services requested by County and accepted by Contractor shall be billed by Contractor at the rates and unit pricing set forth in Exhibit "H," if any, or as otherwise mutually agreed by the Parties.
- B.** The Total Agreement Price shall be paid by the County to Contractor in accordance with the following payment schedule:

1. Fifteen percent (15%) of the System Infrastructure Price shall be due upon Contractor mobilization and completion of the Project Kick-Off Meeting described in Section 3.C.
 2. Ten percent (10%) of the System Infrastructure Price shall be due upon completion and acceptance of the Detailed Design Review meeting.
 3. Twenty percent (20%) of the System Infrastructure Price shall be due upon the successful completion of the L3Harris P25 System Infrastructure Staging Acceptance Tests described in the SOW.
 4. Twenty percent (20%) of the System Infrastructure Price shall be due upon the delivery and County's receipt of the L3Harris P25 System Infrastructure described in the SOW.
 5. Twenty percent (20%) of the System Infrastructure Price shall be divided into seven (7) equal installments to align with the six (6) RF Project Sites plus the Levy County primary dispatch Project Site as described in the SOW. Payment of the installment associated with one of the seven (7) above-described Project Sites shall be due upon completion and the County's acceptance of the System Infrastructure for such Project Site in accordance with the approved Detailed Design Review document(s).
 6. Five percent (5%) of the System Infrastructure Price shall be due upon the System satisfying the applicable Coverage Acceptance Test Plan described in the SOW.
 7. Ten percent (10%) of the System Infrastructure Price shall be due upon Final System Acceptance.
 8. The End User Equipment Price shall be payable in installments, based on the delivery schedules approved by the County. For each unit of End User Equipment delivered to and received by the County, the County shall pay 1/838th of the End User Equipment Price, due within forty-five 45 days of Contractor's delivery and the County's receipt and acceptance of such End User Equipment.
- C.** Contractor may submit Applications for Payment to the County upon full performance of each of the above-described milestones. Notwithstanding the foregoing, Contractor may submit invoices for End User Equipment upon Contractor's delivery and the County's receipt of each installment of End User Equipment, in accordance with Section 5.B.8 above.
- D.** If payment is requested on the basis of materials and equipment not incorporated into the System, but delivered and suitably stored at a Project Site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale and an invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, , together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction. Within ten (10) days after receipt of each Application for Payment, the Project Manager shall either:
1. indicate their approval of the requested payment;
 2. indicate their approval of only a portion of the requested payment, stating in writing the reasons therefore; or

3. return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment and the action necessary to make the payment request proper.
- E. In the event of a total denial and return of the Application for Payment by the Project Manager, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the Application for Payment approved by the Project Manager.
- F. The County's payments to Contractor shall in no way imply or constitute approval or acceptance of Contractor's Work.
- G. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form described in Exhibit "G" hereto, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

SECTION 6. BONDS:

- A. Within 15 days of the Effective Date, the Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Total Agreement Price, the costs of which are to be paid by Contractor. If the Total Agreement Price is increased by a Change Order, it shall be the Contractor's responsibility to ensure that the Performance and Payment Bonds are amended accordingly, and a copy of the amendment forwarded to the County. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Agreement Documents, the Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

SECTION 7. CHANGES AND ADDITIONS TO THE WORK:

The County may request changes in or additions to the Work or in the time or place of performance of the Work under this Agreement. The Project Manager shall have authority to order minor changes in the Work not involving an adjustment to the Total Agreement Price or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor when approved or accepted in writing by Contractor. Any change or addition to the Work that causes a change to the Total Agreement Price, the Contract Time, or both, shall be effectuated by a Change Order. Any such adjustment in the Total Agreement Price or Contract Time shall be mutually satisfactory to County and Contractor, using the unit pricing and rates set forth in the SOW, as applicable. Price increases and/or extensions of time shall not be binding unless and until evidenced by a fully-executed Change Order.

SECTION 8. CONTRACT TIME.

- A.** Time is of the essence in the performance of the Work under this Agreement. The Work shall be substantially completed within 485 days from the date on which the County approves the Detailed Design Documents. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Project Manager when installation of the System is sufficiently complete, in accordance with the Agreement Documents, so the County can utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for Final System Acceptance by the County within 600 days from the date on which the County approves the Detailed Design Documents, which is the Contract Time.

- B.** When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. All days shall mean calendar day and not business day, unless otherwise specified.

SECTION 9. EXCUSABLE DELAYS:

- A.** Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Sites, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work.

- B.** Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of i) County's or its authorized representative(s) failure to timely approve or object to Contractor's submissions as set forth in this Agreement; or ii) unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics resulting in quarantines mandated by law which impact Contractor's laborers or suppliers, strikes or lockouts, permitting delays, or inability to access the Project Site(s) due to no fault of Contractor, Contractor shall notify the County in writing within five (5) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension or additional compensation from the County.

- C.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of its duty to perform. Contractor expressly acknowledges and agrees that it shall receive no damages or additional compensation for delay, except for delays directly attributable to the action or inaction of the County. For delays not attributable to the County, Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. The Parties agree that any Contractor claims for damages or additional compensation for interruptions, suspensions, or delays directly attributable to the action or inaction of the County shall be limited to Contractor's actual additional costs incurred and shall not include any special, incidental, or consequential damages. The Contractor shall provide documentation to the satisfaction of the County of its actual costs incurred upon request of the County.

This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

SECTION 10. COMPLETION:

- A.** When the entire Work (or any portion thereof designated in writing by the County) is ready for its intended use, Contractor shall notify the County and Project Manager in writing that the entire Work (or such designated portion) is substantially complete and request that Project Manager issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within fourteen (14) days of Contractor's notification, the County, Contractor and Project Manager shall make an inspection of the Work (or designated portion thereof) to determine the status of completion pursuant to the Acceptance Tests described in the SOW. If the County and Project Manager do not consider the Work (or designated portion) substantially complete, the Project Manager shall notify Contractor in writing giving the reasons therefor. If the County and Project Manager consider the Work (or designated portion) substantially complete, Project Manager shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch list of items to be completed or corrected by Contractor before final payment. The County shall provide Contractor reasonable and timely access to complete or correct items on the tentative punch list.
- B.** Within fourteen (14) days of receipt of written certification by Contractor that the Work is completed in accordance with the Agreement Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Project Manager will make such inspection and, if it finds the Work acceptable and fully performed under the Agreement Documents, it shall promptly issue a final payment approval, recommending that, on the basis of its observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Agreement Documents, including the Acceptance Tests, and that the entire balance found to be due Contractor is due and payable. The County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability contemporaneous with the Project Manager's recommendations; all in accordance with the terms and conditions of the Agreement Documents, including the Acceptance Tests.
- C.** Prior to final payment, the Project Manager may request the Contractor to permit the use of a specified part of the System which the County believes it may use without significant interference with construction or installation of the other parts of the System. If the Contractor agrees, it will certify to the Project Manager that said part of the System is Substantially Complete and request the Project Manager to issue a Certificate of Substantial Completion for that part of the System. Within fourteen (14) days thereafter, the Project Manager and the Contractor will make an inspection of that part of the System to determine its status of completion. If the County considers that part of the Project to be Substantially Complete, the Project Manager will deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the System, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the County and the Contractor for maintenance and utilities as to that part of the System. The County will allow the Contractor reasonable access to complete or correct items on the punch list.
- D.** Risk of loss for the System Infrastructure and End User Equipment shall pass to the County upon Contractor's delivery and County's receipt and acceptance of same. Contractor shall provide to the County a complete inventory of all System Infrastructure and End User Equipment delivered at the time of each delivery. Notwithstanding the foregoing, Contractor shall remain responsible for loss or damage resulting

from the willful misconduct or negligent acts or omissions of Contractor, its employees, agents, and subcontractors until Final System Acceptance.

SECTION 11. WARRANTIES:

- A. Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.
- B. Contractor warrants to the County that any materials and equipment furnished under the Agreement Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Agreement Documents. Contractor further warrants to the County that all materials and equipment furnished under the Agreement Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Agreement Documents.
- C. The System, and the various components thereof, are subject to certain express warranties more particularly described in Section 7.1, pages 715-738 of the Contractor's Proposal Submitted in Response to the RFP (Exhibit "B" hereto) and Exhibit "J" hereto. The Warranty Period for the System, and each component thereof, shall extend for the time period described in Section 7.1, pages 715-738 of the Contractor's Proposal Submitted in Response to the RFP (Exhibit "B" hereto) and Exhibit "J" hereto. Notwithstanding anything in Exhibits "B" or "J" to the contrary, the Warranty Period for System Infrastructure shall commence upon Final System Acceptance, and the Warranty Period for each unit of End User Equipment shall commence upon the date of Contractor's delivery and County's receipt of such End User Equipment, based on delivery schedules as approved by the County.
- D. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the System or not, will be passed to the County prior to the next Application for Payment free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
- E. THE FOREGOING WARRANTIES SET FORTH IN THIS SECTION 11 ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT COUNTY'S USE OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE OR MAKE ANY OTHER REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE OF THE SYSTEM.

SECTION 12. INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the County, its elected and appointed officials, officers, employees, agents, volunteers, and successors in interest from all claims, damages, losses and expenses including court costs, and attorneys' fees, to the extent arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's subcontractor's) performance or breach of the contract, including claims resulting from negligent acts, errors or omissions. This Hold Harmless and Indemnification Clause shall in no

way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

SECTION 13. INSURANCE:

Contractor shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the Insurance Requirements attached as Exhibit "C" to this Agreement.

SECTION 14. TERMINATION FOR CONVENIENCE; LIMITATION OF LIABILITY:

- A. The County shall have the right to terminate this Agreement without cause upon seven (7) days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to its actual costs incurred, prior to the receipt of the notice of termination, in good faith under the belief that such costs were necessary or required in completing the Work and providing labor, materials, equipment, supplies, and other items therefore. Contractor's recovery shall not include any special, incidental, or consequential damages. The Contractor shall provide documentation to the satisfaction of the County of its actual costs incurred upon request of the County.
- B. The maximum liability of the County for claims stemming from or related to this Agreement shall be limited to the damages recoverable under law, but shall not exceed the Total Agreement Price, regardless of the legal theory under which such liability is imposed.

SECTION 15. TERMINATION FOR CAUSE:

- A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Agreement Documents within the time specified herein; or (2) fails to properly and timely perform the Work as reasonably directed by the County or the Project Manager in accordance with the Agreement or as provided for in the approved Project Schedule; or (3) performs the Work materially not in accordance with the Agreement or neglects or refuses to correct or replace such Work as may be reasonably rejected as unacceptable not being in accordance with the Agreement; or (4) discontinues the prosecution of the Work for reasons other than nonpayment, excusable delays or force majeure occurrences; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents, including but not limited to the records requirements in Section 20 of this Agreement.
- B. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within fifteen (15) days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose. Notwithstanding the forgoing, if the parties agree that such default is of such a nature that it could not reasonably be cured or performed within fifteen (15) days, such fifteen (15)

day period shall be extended by mutual agreement of the parties so long as Contractor takes corrective action within such fifteen (15) day period and thereafter diligently and continuously works to remedy or cure the default.

- C. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after Final System Acceptance. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Project Manager and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Total Agreement Price, and if such expenditures exceed the unpaid balance of the Total Agreement Price, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the rate established by the State of Florida Chief Financial Officer pursuant to Section 55.03, Florida Statutes. If the unpaid balance of the Total Agreement Price exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the Project Manager, upon application, and this obligation for payment shall survive termination of the Agreement.
- D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Provided, in no event shall Contractor be liable for costs of procurement of substitute goods or services.
- E. The maximum liability of Contractor pursuant to this Section 15 shall be limited to the damages recoverable under law but shall not exceed the Total Agreement Price, regardless of the legal theory under which such liability is imposed. For the avoidance of doubt, the parties acknowledge and agree that the limitation on liability provided in this paragraph shall not apply to claims relating to personal injury, death, or damage to real or tangible property.
- F. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's recovery shall be as set forth in Section 14.
- G. In the event County terminates this Agreement, irrespective of whether such termination is for cause or convenience, all finished and unfinished System Infrastructure, End User Equipment, and Documentation Deliverables produced or made available by Contractor for County under this Agreement shall become the property of County provided County has made all payments to Contractor required to be made hereunder.

SECTION 16. CONFIDENTIALITY:

- A. During the term of this Agreement, it is anticipated that one party (hereafter the "Disclosing Party") may disclose to the other party (hereafter the "Receiving Party") information which the Disclosing Party considers proprietary trade secrets and confidential, including such information exempt from applicable public records laws. Accordingly, with respect to any specification, drawings, sketches, models, samples, tools, technical information, confidential business information or data, in written or other tangible form which: (1) has been designated in writing by the Disclosing Party as confidential or proprietary, or (2) is

of the type that the Receiving Party customarily treats as confidential or proprietary, and which is furnished by the Disclosing Party to the Receiving party in contemplation of or under this Agreement (hereinafter "Information"), the Receiving Party shall treat such Information, for a period of five (5) years after the Effective Date of this Agreement, as confidential information with the same degree of care as the Receiving Party affords to confidential information of its own, or for trade secret or proprietary information exempted from public records law, and shall not reproduce any such Information, in whole or in part, except as specifically authorized in writing by the Disclosing Party or as required by applicable public records laws.

B. The provisions of the preceding subsection shall not apply to any Information which:

1. Is or shall become publicly available without breach of this Section, on the part of the Receiving Party;
2. Is already known or independently developed by the Receiving Party prior to receipt from the Disclosing Party;
3. Is rightfully obtained by the Receiving Party from third parties without restriction; or
4. Is required to be disclosed under Florida law, or by appropriate governmental or judicial order.

SECTION 17. NOTICES:

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Wilbur Dean, County Coordinator
P.O. Box 310
Bronson, FL 32621

With a Copy to:
Levy County Department of Public Safety Attn: Clayton Drew
P.O. Box 448
Bronson, FL 32621

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Communications International, Inc.
4450 US Hwy 1
Vero Beach, Florida 32967
Attn: Chief Financial Officer

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 18. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. The RFP
- B. Contractor's Proposal Submitted in Response to the RFP (which includes the Scope of Work and Project Schedule)
- C. Insurance Requirements, including certificates of insurance
- D. Federal Contract Provisions
- E. Performance Bond
- F. Payment Bond
- G. Release and Affidavit
- H. Post Warranty Maintenance Agreement
- I. Price Schedule
- J. Warranties

SECTION 19. ORDER OF PRECEDENCE:

In the event of a conflict among or between the Agreement Documents, the documents shall control in the order of precedence set forth below:

- A. Amendments to this Agreement
- B. Detailed Design Documents
- C. This Agreement, including exhibits (except as otherwise provided)
- D. Contractor's Proposal Submitted in Response to the RFP, to the extent it is consistent with the terms and requirements of the RFP. Where the Contractor's Proposal exceeds the minimum requirements contained in the RFP, such shall not be deemed inconsistent with the terms and requirements of the RFP for purposes of this Section 19.
- E. The RFP

SECTION 20. PUBLIC RECORDS:

Any record created by either party in accordance with this Agreement shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, as applicable to Contractor's Services under this Agreement. Specifically Contractor must:

- A. Keep and maintain public records required by County to perform the Service.
- B. Upon request from County's custodian of records, provide County with a copy of the requested public records or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Services if Contractor does not transfer the public records to County.
- D. Upon completion of the Services, transfer, at no cost, to County all public records in possession of Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining the public records. All public records

stored electronically must be provided to County, upon the request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS WILBUR DEAN, AT P.O. BOX 310BRONSON, FL 32621, PHONE: (352) 486-5218, EMAIL: LEVYBOCC@LEVYCOUNTY.ORG

SECTION 21. PERMITS, LICENSES, AND TAXES:

- A. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.
- B. The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.
- C. The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.
- D. The County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the Work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.
- E. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor. The Contractor and its sureties, together with its officers, agents, and employees, shall protect and hold the County harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent.
- F. The Contractor shall be fully responsible for the execution and adherence to all directives, instructions, conditions, special conditions, and limiting conditions contained in permits specifically issued for the Work, and shall be solely responsible for issuance of any Notices required thereby.

SECTION 22. COMPLIANCE WITH LAWS.

In performing under this Agreement, Contractor agrees to comply, at its own expense, with all applicable federal, state and local rules and regulations, including but not limited to those contained in Exhibit "D" hereto. If Contractor observes that the Agreement Documents are at variance therewith, it shall promptly notify the County and Project Manager in writing.

SECTION 23. E-VERIFY.

- A. As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- B. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- C. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- D. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- E. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.
- F. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

SECTION 24. MISCELLANEOUS:

- A. **Entire Agreement.** The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in a writing(s) executed by authorized representatives of both parties. The invalidity, in whole or in part, of any Section or part of any Section of this Agreement shall not affect the validity of the remainder of such Section or the Agreement. No term of this Agreement may be waived except in a writing signed by the party waiving enforcement. No term of this Agreement shall be deemed to be waived by reason of any failure to previously enforce such term. Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Agreement. Those terms which, by their nature, are intended to survive this Agreement shall so survive the termination or expiration of this Agreement.
- B. **Venue; Governing Law.** It is expressly understood and agreed to by the parties hereto that Florida law shall govern this Agreement and any dispute arising out of or relating to this Agreement. Venue for any legal proceedings arising out of or related to this Agreement shall be instituted in the state or federal courts of Levy County, Florida. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING

OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

- C. Assignment. This Agreement shall not be assigned nor any interest or obligation in this Agreement transferred by either Party without the written consent of the other Party, which shall not be unreasonably withheld or delayed. Notwithstanding the above, Contractor may assign this Agreement, without consent, (a) in whole or in part, to an affiliate or subsidiary or (b) in the event of a change of controlling ownership interest (either directly or indirectly) in Contractor or in the event of merger, recapitalization, consolidation, other business combination or sale of all or substantially all of the assets of Contractor. In addition, Contractor may also assign or transfer, without consent, claims for money due or to become due Contractor from County under this Agreement to a bank, trust company or other financial institution. Contractor shall promptly provide to County notice of any such permitted assignment or transfer without consent.
- D. Contractors on Scrutinized Companies List. By executing this Agreement, Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 42, this Section 42 shall be null and void.
- E. Severability. Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
- F. Amendments. This Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
- G. No Waiver. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- H. Survival. Sections 11, 12, and 20 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, County and Contractor hereby executed this Agreement, including all of its Exhibits:

**LEVY COUNTY
BOARD OF COUNTY COMMISSIONERS**

**COMMUNICATIONS INTERNATIONAL,
INC.**

By: _____

By: _____

Title: Chairman

Print Name: _____

Date: _____

Title: _____

Attest: _____

Date: _____

County Clerk

Attest: _____

Print Name: _____

Title: _____

EXHIBIT A
RFP 2022-02, PUBLIC SAFETY RADIO COMMUNICATIONS SYSTEM, DATED JULY
25, 2022

EXHIBIT B
CONTRACTOR'S PROPOSAL SUBMITTED IN RESPONSE TO RFP 2022-02, PUBLIC
SAFETY RADIO COMMUNICATIONS SYSTEM

EXHIBIT C
INSURANCE REQUIREMENTS

The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and copies of policies or certificates thereof are submitted to and approved by Levy County . The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor, evidencing proof of coverage. Prior to commencing work, the Contractor shall maintain continuous liability coverage written on an occurrence basis or, on a claims made basis with an extended reporting period (ERP) option of not less than 3 years. Coverage will be provided through insurance companies licensed to do business in the State of Florida with a Best Rating of A-or better.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractor, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by Levy County. The County may require Contractor to supply proof of subcontractor's insurance via Certificate of Insurance, or at County's option, actual copies of policies.

In addition, for those policies that are allowed by law to carry an additional named insured, Contractor will provide declarations pages from policies or insurance policies (other similar evidence) of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, listing coverages and limits, expirations dates, terms of policies and all endorsements, and shall include the RFP/Project Name, and naming "Levy County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers," as a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies.

In addition, each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Any and all deductibles to any insurance policy shall be the responsibility of the Contractor. Said insurance coverages procured by Contractor as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as required herein. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

The insurance to be procured and maintained and the minimum Limits of Liability shall be as follows:

COMMERCIAL GENERAL LIABILITY, via the Occurrence Form, with a \$5,000,000 Combined Single Limit for any one occurrence for Bodily Injury, Personal Injury and Property Damage. The insurance certificate shall show coverage limits for the following:

WORKERS' COMPENSATION Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$3,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.

AUTOMOBILE LIABILITY, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is \$3,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations; and

PROFESSIONAL LIABILITY INSURANCE, Coverage of a minimum one million dollars (\$1,000,000) in coverage for this project.

The following policies are to contain or be endorsed to contain the following provisions:

COMMERCIAL GENERAL LIABILITY

- A) Levy County, its elected and appointed officials, employees, and agents are added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the Contractor entering into this contract for service including the insured's general supervision of the premises owned, occupied, or used by the Contractor entering into this contract.
- B) The insurance coverage for the Contractor shall be primary insurance as respects liability arising out of activities performed by or on behalf of the Contractor entering into this contract for service including the insured's general supervision of the premises owned, occupied, or used by the Contractor entering into this contract. Any insurance or self-insurance maintained by Levy County, its elected and appointed officials, employees, agents and successors and volunteers shall be excess of the Contractor's insurance coverage and shall not contribute to it.
- C) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, employees, agents and successors and volunteers.

ALL COVERAGE

- A) Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days' prior written notice has been given to the County.
- B) Any deductibles or self-insured retentions must be declared to and approved by the County.

- C) Certificate of Insurance as required above shall be furnished to Levy County, [Procurement Department], with the project number notated P.O. Box 310, Bronson, FL 32621

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the County does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest of liability of the Contractor. The County shall not be obligated to review such insurance certificates, policies, and endorsements, or to advise Contractor of any deficiencies in such documents, and such receipt shall not relieve the Contractor from or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligation herein.

EXHIBIT D
FEDERAL REQUIREMENTS

FEDERAL PROVISIONS APPLICABLE TO AGREEMENT

The projects or services to be performed under this Agreement may be fully or partially funded by Federal grants. For all such federal grant funded projects or services, the Contractor will be required to comply with the following provisions, as applicable:

1. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. The County supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Contractor's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Contractor and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Contractor agrees to use affirmative steps, and to require its subcontractors and sub-Contractors to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;
5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).
7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Contractor shall document its efforts made to comply with the requirements of this paragraph. The Contractor shall state that it

is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

2. Equal Opportunity. During the performance of this Agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and

accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. **Drug Free Workplace Requirements:** All Contractors and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Contractor to take certain actions to provide a drug-free workplace.

4. **Davis-Bacon Act:** If applicable, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The Contractor and its contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor and its contractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Contractor shall must report all suspected or reported violations of the Davis-Bacon Act to the Consortium.

5. **Copeland Anti Kick Back Act:** Contractor and its contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Contractor and its contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

6. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).” In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, “New Restrictions on Lobbying,” published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Governmentwide Guidance for New Restrictions on Lobbying,” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

8. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

9. **501(c)(4) Entities.** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Contractor shall ensure that its subcontractors comply with this requirement.

10. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract. The failure of this Attachment to specifically reference a particular federal or state law, regulation, policy or directive shall not excuse Contractor from compliance with same to the extent such law, regulation, policy, or directive is applicable to Contractor's performance of the project or services.

11. **Safeguarding Personal Identifiable Information:** Contractor and its subcontractors will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

12. **Right to Inventions Under Federal Grants.** If applicable, Contractor shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

13. **Mandatory Disclosures (2 CFR 200.113).** The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339.

14. **Domestic preferences for procurements (2 CFR 200.322).**

(a) As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements

of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

15. **Trafficking Victims Protection Act (2 CFR Part 175)**

The Contractor shall include adhere to the following and shall include the following language in all subcontracts:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, Contractors under this award, and Contractors' employees may not -

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the awarding/subawarding agency may unilaterally terminate this award, without penalty, if you or a Contractor that is a private entity -

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either -

A. Associated with performance under this award; or

B. Imputed to you or the Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a Contractor that is a private entity -

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either -

i. Associated with performance under this award; or

ii. Imputed to the Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

i. An individual employed by you or a Contractor who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

16. **No Obligation By Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the Contractor, or any other party pertaining to any matter resulting from this Agreement.

17. **Federal Agency Seals, Logos and Flags.** The Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

18. **Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of

critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this Agreement, Contractor shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, Contractor shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)

18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)

20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22. Pursuant to 2 CFR §200.323, Contractor and its subcontractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT E
PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, whose principal business address is _____ and phone number is _____, and _____, as Surety, whose principal address is _____

and phone number is: _____ are held and firmly bound to Levy County, Florida (the "COUNTY"), as Obligee in the sum of: _____

(\$ _____) for the payment whereof we bond ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____, 20____, with Obligee for

LEVY COUNTY Project No.: _____ in accordance with drawings and specifications, which Agreement is incorporated by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Contract, then this bond is void; otherwise, it remains in full force.

Any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes do not affect Surety's obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Agreement or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Agreement or to work or to the specifications.

This bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said statute are incorporated herein by reference thereto, specifically including but not limited to the notice and time limitation provisions of said section. In the event of any conflict, ambiguity or discrepancy between Section 255.05, Florida Statutes, and this Bond, Florida Statutes shall control. No right of action shall accrue on this Bond to or, for the use of any person or entity other than the COUNTY and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns.

It is further agreed and understood that if the COUNTY is required to initiate legal proceedings to recover on this Bond, the COUNTY may also recover its costs relating there to, including a reasonable amount for its attorney's fees and legal assistant's fees before trial, appeal, on appeal and in bankruptcy.

IN WITNESS WHEREOF, the above parties have executed this instrument this ___ day of _____, 20__, the name of each party being affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

(Company Name of Contractor)

By: _____ (Officers Signature)

_____ (Officers Name Printed)

Witnesses as to Principal Name: _____ (Signature)

Its: _____ (Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____

_____, (officer's

name), as (title) of _____ (company

name), a(n) _____ (state)

corporation, on behalf of the corporation. He/she is

personally known to me OR has

produced _____ as identification and did (did not)

take an oath. My Commission Expires: _____

Signature of Notary : _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No. _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety _____ (Signature)

(Printed Name)

OR

As Attorney in Fact (Signature)

(Printed Name)

(Attach Power of Attorney)

Witnessed by:

(Signature)

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, day of _____ 20____,

by _____ (officer's name), as _____

(title) of _____ Surety, on behalf of Surety. He/She is personally known to me OR has produced _____ as identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary : _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Commission No. _____

EXHIBIT F
PUBLIC PAYMENT BOND

BOND No. _____

KNOW ALL MEN BY THESE PRESENTS: That

_____, as Principal, whose principal business address
is:

and phone number and fax numbers are:

and _____, as Surety,
whose principal address is:

_____ and phone number and fax numbers are: _____ are
held

and firmly bound to LEVY COUNTY, FLORIDA (the "COUNTY") as Obligee in the sum of

_____ (\$
_____) for the payment

whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns,
jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____ day of
_____, 20_____, with Obligee
for

_____ in accordance with drawings and specifications, which contract is incorporated by
reference and made a part hereof, and this referred to as the Agreement.

THE CONDITION OF THIS BOND is that if Principal promptly makes payment to all claimants as
defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies,
used directly or indirectly by Principal in the prosecution of the work provided for in the Contract,
then is bond is void; otherwise, it remains in full force.

Any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes do not affect Surety's obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this ___ day of __, 20___, the name of each party being affixed, and these presents duly signed by its under-signed representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

PRINCIPAL: _____
(Company Name of Contractor)

By: _____ (Officer's Signature)

_____ (Officer's

Name Printed) Witnesses as to Principal Name: _____ (Signature)

Its: _____ (Title) STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day _____ of _____,

20____, by _____ (officer's name), _____ as

_____ (title) _____ of _____ a

_____ corporation, on behalf of the corporation. He/she is personally known to me OR has produced

_____ as identification and did (did not) take an oath.

My Commission Expires: _____ Signature of Notary: _____ (Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety: _____(Signature)

(Printed Name)

OR

As Attorney in Fact (Signature)

(Printed Name)

(Attach Power of Attorney)

Witnessed by: _____
(Signature)

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,

20__, by _____ (officer's name), as _____

(title) of _____

Surety, on behalf of Surety. He/She is personally known to me OR has produced _____ as identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No: _____

EXHIBIT G
RELEASE AND AFFIDAVIT

COUNTY OF _____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared

_____, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$ _____ paid, ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Levy County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated _____, _____, for the period from ___ to ____.
- (2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. .

CONTRACTOR:

By: _____ (signature of the
executive officer) Its: _____ (title of the executive
officer) Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of ___, _____, by
___, as _____ of _____, a ___ corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____
___ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

EXHIBIT H

POST WARRANTY MAINTENANCE AGREEMENT

THIS POST WARRANTY MAINTENANCE AGREEMENT (“Agreement”) is made and entered into as of the date of the Primary Agreement (as defined herein) by and between COMMUNICATIONS INTERNATIONAL, INC., a Florida corporation, hereinafter called “Contractor” and Levy County, 310 School St, suite 113, Bronson Florida, a political subdivision of the State of Florida, hereinafter the “County.”

WHEREAS, the County and Contractor have entered into a Project 25 Public Safety Radio Network Purchase and Installation Agreement (the “Primary Agreement”) pursuant to which Contractor shall furnish, deliver, and install a Project 25 Public Safety Radio Network System and otherwise perform the Work described in the Primary Agreement; and

WHEREAS, the System is subject to certain express warranties further set forth in Exhibit G to the Primary Agreement; and

WHEREAS, following expiration of the express warranties, the Parties wish to provide for Contractor to maintain the System, pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed as follows:

1. Definitions.

All capitalized terms utilized herein shall have the meaning given in the Primary Agreement, unless clearly provided otherwise.

2. Term

A. The “Initial Term” of this Agreement shall be as follows:

1. For all System Infrastructure, Contractor shall provide the Post Warranty Maintenance Services commencing five (5) years following the date of Final System Acceptance until ten (10) years from the date of Final System Acceptance.

2. For each unit of End User Equipment, Contractor shall provide the Post Warranty Maintenance Services commencing five (5) years following the date of Contractor’s delivery and County’s receipt of such End User Equipment until ten (10) years from such date.

B. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a “Term Extension”), unless either party has given written notice of their intention not to renew this Agreement at least sixty (60) days prior to the end of the then expiring Term. The Initial Term and any and all Term Extensions shall be referred to as the “Term” unless otherwise specified.

3. Compensation

A. For its performance of the Services described herein during the Initial Term, Contractor shall be paid the sum total of \$2,507,661.04, which amount shall be paid in annual installments in

accordance with the fee schedule contained in Attachment C hereto.” Each such installment shall constitute an “Annual Fee” and collectively are referred to as the “Annual Fees”. The Annual Fee(s) to be paid Contractor for its Services hereunder are set forth in Attachment C hereto. The Annual Fee(s) are due on January 1 of each year of the Initial Term and are payable upon receipt of a proper invoice, in accordance with Section 218.70, et seq., Florida Statutes, the “Florida Prompt Payment Act.” Invoices shall include a summary of any amounts previously invoiced and any credits due pursuant to Section 4.3.

B. Fees for Services rendered by Contractor other than the Annual Fee (e.g., change orders, one-time charges, Demand Service billing, etc.) (the “Non-recurring Fees”) shall be invoiced on a time and material basis in accordance with Attachments A and B hereto upon completion or as otherwise agreed between the parties and are due and payable upon receipt of a proper invoice.

C. County agrees to pay Contractor, within forty-five (45) days of receipt of a proper invoice, all undisputed amounts in the invoice. With respect to any disputed amount, County shall provide Contractor with a written notice of such a dispute within forty-five (45) days of County’s receipt of the relevant invoice. The notice will cite the basis for the dispute, as well as supporting details sufficient to permit Contractor to investigate the dispute. County shall send all payments to the address included on the invoice.

D. The County’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation of funds by the Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of the Agreement for each and every fiscal year following the fiscal year in which this Agreement is executed. County agrees to utilize its best efforts to assure funding for the continuance of this Agreement; however, if funding is no longer available, County will provide prompt, written notice to Contractor of such event and effective thirty (30) days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, the County may terminate this Agreement. In such event, Contractor shall have no obligations to provide further services hereunder. Notwithstanding the foregoing, in the event of any termination for failure of appropriations, Contractor shall continue to provide the Services under this Agreement so long as the County is current on payment of the Annual Fee(s) set forth in Section 3 hereof.

E. After the Initial Term, the pricing for Services under this Agreement may be adjusted each year based on the US Consumer Price Index (“CPI”) found at the US Bureau of Labor Statistics web site, under the "South Urban" region of the United States map. The number used for adjustment will be the index number for "Feb" under the current year. This percent number is a twelve-month percent change for the "South Urban" over the last twelve months as reflected in February. CPI will be added or subtracted from infrastructure maintenance per unit billing each year upon renewal.

4.0 Scope of Services

Contractor shall provide comprehensive Post Warranty Maintenance Services to the System (the “Services”), including all supervision, labor, service facilities, repair parts, test equipment, and supplies necessary to maintain the System, in accordance with the terms and conditions of this Agreement and the Maintenance Work Plan described in Section 7.1, pages 715-738 of the Contractor’s Proposal Submitted in Response to the RFP (Exhibit B to the Primary Agreement), which is hereby incorporated herein by reference.

4.1. Warranties

A. Contractor warrants that all Services performed hereunder shall be free from defects in materials and workmanship and shall be the kind and quality necessary to assure performance of the equipment as intended and in accordance with the terms of this Agreement.

B. Contractor shall warrant all parts and materials per the manufacturer's warranty. The warranty period begins when the County takes receipt of equipment. Any such warranties are separate and apart from any warranties provided under the Primary Agreement.

C. Replacement of any parts, equipment and/or materials which are under warranty shall be performed without cost to the County for the parts, equipment, and/or materials, labor, or any shipping expense should the equipment be returned to a manufacturer's facility or other OEM vendor's facility for service.

D. THE FOREGOING WARRANTIES SET FORTH IN THIS SECTION 11 ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT COUNTY'S USE OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE OR MAKE ANY OTHER REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE OF THE SYSTEM.

E. If equipment is out of service in excess of 30 days for warranty repair, the warranty period may be extended for the number of days the equipment is in the possession of Contractor or manufacturer.

F. THE FOREGOING CONSTITUTES COUNTY'S EXCLUSIVE REMEDIES FOR NONCONFORMANCE OF THE SERVICES OR SYSTEM TO THE REQUIREMENTS OF THIS AGREEMENT. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

4.2 Contractor Personnel

Contractor shall provide a list of Contractor employees (and any subcontractors) who will perform the Services. All Contractor employees performing the Services shall have the proper skill, training and background to perform their responsibilities in a professional, competent and workmanlike manner in accordance with the prevailing industry standards.

For each individual Contractor intends to authorize to perform the Services under this Agreement, Contractor shall perform or have performed a background check, including a criminal history check. Contractor shall be responsible for the cost of such background checks. Contractor shall provide such check to County upon its request.

The County reserves the right to refuse to allow any given Contractor employee or subcontractor to perform the work contracted for under this Agreement based on the background check. Should the County ever exercise this refusal, Contractor shall be responsible for submitting alternate personnel acceptable to the County with the necessary qualifications and prior background check approval to perform the work.

Recognizing among other things the unique services provided by the employees of Contractor possessing specialized training and knowledge, the County agrees not to solicit or hire,

directly or indirectly any employees of Contractor during the term of this Agreement (including any renewals thereof) and for a period of one (1) year thereafter without prior written consent of Contractor.

4.3. System Infrastructure Maintenance

All work on System Infrastructure shall be performed at the location of the equipment to the extent practical.

Contractor will notify the County, either verbally or in writing if a repair on an item of System Infrastructure will exceed ten (10) business days. If a repair on an item of System Infrastructure will exceed thirty (30) business days, and Contractor does not provide a workable solution such that the use of the system is materially affected, or unless the repair involves factors outside of Contractor control, the monthly Agreement service charge for the particular item while out of service will be credited on the next Contractor invoice as a penalty.

Contractor shall not be liable for costs incurred for repair and/or replacement of equipment that becomes inoperative due to documented gross negligence on the part of the user, liquid intrusion, lightning damage, user installations, user removals, and/or acts of God. Contractor's obligations with respect to repair/replacement of System Infrastructure is further subject to the following: (a) neither the software nor any additional part of the equipment has been modified, changed, or altered by anyone other than Contractor without prior written consent of Contractor; (b) the Equipment is used only within the operating environment into which it was originally installed and/or as set forth in the Statement of Work; (c) the associated systems that are user provided hardware are in good operational order and are installed in the operating environment into which the equipment was originally installed and/or as set forth in the Statement of Work; (d) County notifies Contractor of its need for service within a reasonable time frame upon becoming aware of the issue; (e) County provides reasonable troubleshooting information and access so that Contractor can identify and address problems; and (f) and the County is current with payment of all Annual Fee and all other fees due to Contractor have been paid in full.

Any component parts replaced because of abuse on the part of the user shall be returned to the County for examination. Contractor shall not be liable for costs incurred for correcting and/or repairing backbone damage and/or data corruption caused by improper operations or failure of associated systems. Associated systems are defined as any equipment used in the operations of the System that is not directly maintained by Contractor.

Contractor will not be responsible for interference or disruption of service caused by operation of other Systems or by natural phenomena or by motor ignition or other interference beyond reasonable control for Contractor. Such foregoing interference and noise can be minimized by the addition of corrective devices (at County's expense) adapted for particular locations and installations. Contractor will investigate interference complaints (at the rates specified in Attachments A and B of this agreement) and make recommendations as to the use of such devices.

4.4. Demand Services

"Demand Services" are defined as those services not included in the Scope of Services under this Agreement, as described pursuant to Section 4.0 hereof. Such Demand Services consist of installation or removal of mobile radio equipment after Final System Acceptance and repair of equipment damaged by vandalism, abuse, or physical neglect that is not caused by Contractor or force majeure events as defined in Section 9.B. of the Primary Agreement.

All Demand Services shall be performed by Contractor following reasonable notice, and at the rates described in Attachments A and B hereto.

4.5. Service Records

Copies of billable and non-billable service records will be retained by Contractor during the Term of the Agreement and any subsequent extensions, and a copy of the same will be provided to the County upon request.

4.6. Database Reprogramming

Annual UTE radio software updates will be provided by Contractor during annual Preventative Maintenance. Logical ID terminal equipment reprogramming changes will be provided upon request at the Demand Service rates set forth in the attachments hereto.

4.7. Additions and Deletions

The quantity of units to be maintained & serviced may be added to or subtracted from the Agreement while the Agreement is in force. New units purchased in any given budget fiscal year may be added to the Agreement in the month following the expiration date of the manufacturer's warranty.

All units added to or removed from service in a particular month, will be added to or dropped from charges to the user in the following Annual Fee billing. Written authorization (EMAIL acceptable) will be required to add to or delete equipment from covered Equipment list. All units are to be identified with unit number, serial number, and the County property number.

4.8. Batteries

Due to the variation and inconsistency of battery manufacturers, all portable batteries used on portable equipment covered under this Agreement must be certified by the radio manufacturer for use on that unit. Any repairs due to such non-certified batteries will be at the demand service rate plus materials.

4.9. Signal Coverage

A. Contractor will report to the County any repeated instances of user feedback, complaints, or documented deficiencies in coverage in any given areas of the System.

B. Upon request from the System administration office, Contractor will perform signal strength testing at the Demand Service rates set forth in the attachments hereto and advise if there is a documented, repeatable system signal coverage issue in the indicated area(s).

C. Upon request from the System administration office via radio communications work order, Contractor will attempt to enhance the coverage in any identified dead spot areas within the technical limitations of the system hardware and the limitations in coverage patterns as defined by the Federal Communications Commission and the Region 9 committees at the Demand Service rates set forth in the attachments hereto.

D. Contractor will provide written documentation of their actions in addressing any signal coverage complaints to the County for their files and further action.

4.10. Coordination of System Operations

A. In the event of a staffing shortfall or other such circumstance as the needs of the County may dictate, the County shall have the option of procuring ongoing professional services from Contractor to address the County's needs for management of certain aspects of integrated System operations. Rate(s) for these services shall be offered to the County by Contractor on a monthly basis and shall be presented on a comprehensive flat-rate basis, not split by type of service. These services may include but are not limited to the following services, which maybe procured as needed:

1. Database management and operations to include coordination with requesting user(s) and documentation of changes to the satisfaction of the County;
2. Communications Systems Director database management and operations to include coordination with requesting user(s) and documentation of changes to the satisfaction of the County;
3. FCC radio licensing preparation services, license management, and license monitoring services;
4. Monitoring and management of outside vendor operations to assure quality control and correct delivery of services.
5. System planning and design services for both trunked and conventional Systems. Interface with system users to insure correct operation of the System as well as coordinating responses to user questions.
6. Radio tower and antenna site management and site design services.

B. Contractor will advise the County if, in its best judgment, services requested are not within Contractor's ability to perform the same. Inability of Contractor to perform and deliver service as requested under this section will not prejudice the continuity of the Agreement as a whole.

5.0 Incorporation of Provisions from Primary Agreement

The following Sections from the Primary Agreement are hereby incorporated herein and made a part hereof by reference, notwithstanding that the Primary Agreement may have otherwise expired or been terminated:

- | | |
|-------------|--|
| Section 1. | Definitions |
| Section 11. | Warranties |
| Section 12. | Indemnification |
| Section 13. | Insurance |
| Section 14. | Termination for Convenience; Limitation of Liability |
| Section 15. | Termination for Cause |
| Section 17. | Notices |
| Section 20. | Public Records |
| Section 21. | Permits, Licenses, and Taxes |
| Section 22. | Compliance with Laws |
| Section 23. | E-Verify |
| Section 24. | Miscellaneous |

The terms and conditions contained within such above-listed Sections shall apply to this Agreement except where they are expressly inconsistent with this Agreement.

IN WITNESS WHEREOF, County and Contractor hereby executed this Agreement, including all of its Exhibits:

**LEVY COUNTY
BOARD OF
COUNTY COMMISSIONERS**

**COMMUNICATIONS INTERNATIONAL,
INC.**

By: _____

By: _____

Title: Chairman

Print Name: _____

Date: _____

Title: _____

Attest: _____

Attest: _____

County Clerk

Print Name: _____

Title: _____

Attachment A - Service Rates

PROFESSIONAL SERVICES FOR SUPPORT OF COMMUNICATIONS SYSTEMS

Description of Professional Services			Total
System Technician			\$108.00
Maintenance Technician			\$108.00
Maintenance Bench Technician			\$108.00
RF Engineer			\$135.00
IT Engineer			\$150.00
System Installer			\$92.00
Vehicle Equipment Installer			\$92.00
Cabler			\$92.00
Support Staff			\$92.00
Project Manager			\$150.00
Site Manager			\$135.00
Emergency Service Rate			\$295.00 Plus 1.5 of Rate
Travel Time			Actual
Expenses			Actual plus 20%
Lodging			Actual
Per Diem (SOP 247 Rate)			SOP 247 Rate

List any additional equipment charges not included in the above rates:

Regular Service Hours: Monday - Friday 8 AM to 5 PM Except for Holidays
Radar/Laser Repair Technician - \$92.00
Radar/Laser Certification Technician - \$92.00
*Emergency Service Rate is a "request for service" after hours (i.e. not within Regular Service Hours) or on a Holiday for Demand Services

ATTACHMENT B - Pricing Discounts

PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/Components	% Discount From List Price
Applied Concepts	Radar/Lidar Parts & Components	20%
ADRF	BDA	10%
Anixter	System/BDA/DAS Components	10%
DB Spectra	System Equipment	10%
Decatur	Radar Parts & Components	5%
Decko Link /Axxel	BDA	5%
EF Johnson	Radio & Accessories	10%
Endura	Chargers	15%
Exacom	Logging recorders	15%
Federal Signal	AVL, Paging, Lights, Sirens	10%
Fiplex	BDA	10%
Firecom	Radio Accessories	10%
Gamber Johnson	Radio Mounts & Accessories	10%
ICOM	Radio & Accessories	15%
Impact	Radio Accessories	10%
Jotto Desk	Radio Mounts & Accessories	10%
Kenwood	Radio & Accessories	15%
Kustom Signal	Radar/Laser Parts & Components	15%
L3Harris	System/Terminal Parts	25%
L3Harris Intraplex	System Parts	10%
L3Harris Microwave	Microwave & Network Equipment	10%
Laser Tech	Radar/Laser Parts & Components	5%
MPH Industries	Radar/Laser Parts & Components	5%
Mutualink	Systems	5%
Omnitronics	Consoles	5%
Otto	Radio Accessories	15%
Polyphaser	System Parts	10%
Setcom	Headset/Radio Parts	10%
Spectracom	Net Clocks	5%
Stone Mountain	Radio Accessories	10%
Tait	Radios	20%
Tessco	System Parts	10%
TX-RX (BIRD)	System Parts	10%
Westell	BDA/DAS	10%
Whelen	Radio Mounts & Accessories	10%
Zetron	Dispatch	10%

PRICING BASED ON ACTUAL COST PLUS MARKUP

Manufacturer	Type of Parts/Components	% Markup above Cost
Alcatel (Nokia)	System Parts	20%
American Signal	Signboards	20%
Aviat Microwave Systems	System Equipment	20%
Bendix King	Radio & Accessories	20%
Catalyst	VOIP/System Integration	20%
Cimмерon	Radio & Accessories	20%
Dell	Computers/Servers/Monitors	20%
DX Radio	Radio & Accessories	20%
ELO	Monitors	20%
Eltek/Delta	DC Power Systems	20%
Eluma Tower	Tower	20%
ICT	DC Power Supplies	20%
IDA	Radio & Accessories	20%
Lyncole	System Grounding	20%
MCM	Asset management software	20%
Microwave Networks (MNI)	Microwave & Network Equipment	20%
Motorola	Radio & Accessories	20%
Nokia	System Equipment	20%
Nuvico	CCTV	20%
Panasonic	Accessories	20%
Rohn Products	System Parts	20%
Sonetics	Headset	20%
Sound Off Signal	Emergency lighting	20%
Specialty Console Furniture	Dispatch Furniture	20%
Toshiba	UPS System	20%
Trip-lite	System Parts	20%
TX-RX	Antenna System Components	20%
Watson Consoles	Dispatch Furniture	20%
Xybix	Console furniture	20%

Manufacturers not listed above will be considered as Cost plus Markup 20%

NEW EQUIPMENT & ACCESSORIES

PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/Components	% Discount From List Price
A.W. Enterprises	Radio Accessories	20%
ACT	Radio Accessories	10%
ADRF	BDA/DAS Equipment	10%
Advance Tec	Radio Accessories	10%
Andrew	System Equipment	10%
Anixter	System/BDA/DAS Equipment	10%
CAVcom	Hazmat Radio Equipment	5%
Contractor Branded Batteries	Radio Accessories	10%
Contractor Branded Products	Radio Accessories	10%
DB Spectra	System Equipment	10%
Decko Link (AXELL)	BDA	5%
EF Johnson	Radio & Accessories	15%
Eforce	CAD	5%
Endura	Radio Accessories	15%
Eupen	Cable and Connectors	10%
Exacom	Dispatch Logging Equipment	15%
Federal Signal	AVL, Paging, Lights, Sirens	15%
Fiplex	BDA/DAS Equipment	10%
Firecom	Radio Accessories	10%
Gamber Johnson	Radio Mounts & Accessories	10%
Havis	Radio Mounts & Accessories	10%
Honeywell	Batteries/Chargers	2%
ICOM	Radio & Accessories	15%
Impact	Radio Accessories	10%
Infinity Gear	Radio Accessories	10%
I-Tech	Radio Accessories	10%
Jotto Desk	Radio Mounts & Accessories	10%
Kenwood	Radio & Accessories	15%
Kustom Signal	Safety Products, Camera	10%
L3Harris	Mobile, Portable Radios and Accessories	28%
L3Harris	Base Station Equipment & Accessories	25%
L3Harris	System Equipment & Components	25%
L3Harris	Features, Encryption and Software Services	5%
L3Harris Microwave	Microwave	10%

Larson	Radio Accessories	10%
Lind	Radio Mounts & Accessories	10%
Midland	Radio & Accessories	10%
Mobotix	Camera	5%
New Communication Solutions	Radio Accessories	10%
Omnitronics	Dispatch Equipment	5%
PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT		

Manufacturer	Type of Parts/Components	% Discount From List Price
Otto	Radio Accessories	15%
Plantronics	Radio Accessories	5%
Portaclip	Radio Accessories	5%
Power Products	Radio Accessories	15%
Pryme Gear	Radio Accessories	5%
PVP	Radio Accessories	5%
Pyramid	Repeaters	15%
Raytheon JPS	Inter-op Communications	5%
RFS	Antenna	15%
Samlex	Power Supplies	10%
Setcom	Radio Accessories	10%
Spectracom/Oroli	Net Clocks/NTP devices	5%
Stone Mountain	Radio Accessories	10%
Tait	Radio & Accessories	20%
Telex	Console	10%
Tessco	Radio Accessories	10%
TX - RX (BIRD)	Duplexer	10%
Unication	Pagers	5%
Vertex Standard	Radio & Accessories	10%
Westell	BDA/DAS Equipment	10%
Whelen	Radio Mounts & Accessories	15%
Zetron	Dispatch Equipment	10%

PRICING BASED ON ACTUAL COST PLUS MARKUP

Manufacturer	Type of Parts/Components	% Markup above Cost
Code 3	Emergency lighting	20%
Alcatel (Nokia)	System Parts	20%
American Signal	Signboards	20%
Aviat Microwave Systems	System Equipment	20%
Bendix King	Radio & Accessories	20%
Catalyst	VOIP/System Integration	20%
Cimieron	Radio & Accessories	20%
David Clark	Headsets	20%
Dell	Computers/Servers/Monitors	20%
DX Radio	Radio & Accessories	20%
ELO	Monitors	20%
Eltek/Delta	DC Power Systems	20%
Eluma Tower	Tower	20%
Federal Signal	AVL, Paging, Lights, Sirens	20%
ICT	DC Power Supplies	20%
IDA	Radio & Accessories	20%
Lyncole	System Grounding	20%
MCM	Asset management software	20%
Microwave Networks (MNI)	Microwave & Network Equipment	20%
Motorola	Radio & Accessories	20%
Nokia	System Equipment	20%
Nuvico	CCTV	20%
Panasonic	Accessories	20%
Rohn Products	System Parts	20%
Sigtronics	Headset	20%
Sonetics	Headset	20%
Sound Off Signal	Emergency lighting	20%
Specialty Console Furniture	Dispatch Furniture	20%
Toshiba	UPS System	20%
Trip-lite	System Parts	20%
TX-RX	Antenna System Components	20%
Watson Consoles	Dispatch Furniture	20%
Xybix	Console furniture	20%
Manufacturers not listed above will be considered as Cost plus Markup		20 %

ATTACHMENT C

POST WARRANTY MAINTENANCE AGREEMENT FEE SCHEDULE

System Infrastructure:

Years 1-5: Warranty Period

Year 6: \$510,673.39

Year 7: \$310,670.38

Year 8: \$319,041.34

Year 9: \$467,601.25

Year 10: \$336,539.68

First and Any Subsequent Term Extensions: Prior Year's Fee as adjusted pursuant to Section 3.E. hereof.

End User Equipment:

Years 1-5: Warranty Period

Years 6-7: \$120 per year per subscriber unit (based on a minimum of 830 subscriber units)

Years 8-10: \$144 per year per subscriber unit (based on based on a minimum of 830 subscriber units)

First and Any Subsequent Term Extensions: Prior Year's Fee as adjusted pursuant to Section 3.E. hereof.

EXHIBIT I

**SYSTEM INFRASTRUCTURE AND END USER EQUIPMENT
PRICE SCHEDULE**

Base Infrastructure Price	\$ 5,004,441.31
One ISSI Connection	\$ 104,062.50
Structural Analysis Cost for Cedar Key Site	\$ 4,170.00
Foundation BeOn Server & Smartphone Apps for 25 Users	N/C
Upgrade to 500 Unit BeOn Premier Server	\$ 24,000.00
PKG, 100 BeOn Mobile Licenses (x2 for 200 Total)	\$ 37,500.00
Status Aware, 500 users, GPS Local Terminal	\$ 109,182.75

System Infrastructure Price	\$ 5,283,356.56
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End User Equipment Price (838 Units)	\$ 3,614,881.65
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Part Number	Description	Qty	Unit List	Unit Sale	L->S %	Ext List	Ext Sale
DM-M78B	MOBILE,XG-25M,700/800 MHZ,35W	342	\$ 2,290.00	\$ 1,648.80	28%	\$ 783,180.00	\$ 563,889.60
DM-PL7G	Feature,P25 Personality Lock	342	\$ 120.00	\$ 86.40	28%	\$ 41,040.00	\$ 29,548.80
DM-PL5L	FEATURE,P25 OVER-THE-AIR REKEYING	342	\$ 525.00	\$ 378.00	28%	\$ 179,550.00	\$ 129,276.00
DM-PL3R	Feature,Maximum (1024+) System/Groups	342	\$ 225.00	\$ 162.00	28%	\$ 76,950.00	\$ 55,404.00
DM-PL4F	Feature, P25 Phase 2, TDMA	342	\$ 250.00	\$ 180.00	28%	\$ 85,500.00	\$ 61,560.00
DM-PL8N	FEATURE, IN-BAND GPS	342	\$ 175.00	\$ 126.00	28%	\$ 59,850.00	\$ 43,092.00
DM-PL8Y	FEATURE, ENCRYPTION LITE	342	\$ -	\$ -	100%	\$ -	\$ -
DM-PKG8F	Feature,256-AES,64-DES ECP Encryption	342	\$ 650.00	\$ 468.00	28%	\$ 222,300.00	\$ 160,056.00
DM-PKGPT	Feature Package,P25 Trunking	342	\$ 825.00	\$ 594.00	28%	\$ 282,150.00	\$ 203,148.00
DM-MK5F	GPS Kit,XG-25M	342	\$ 550.00	\$ 396.00	28%	\$ 188,100.00	\$ 135,432.00
DM-ZN9Z	KIT, CONVERSION, CH-25 REM CTRL HD, 30FT	342	\$ 710.00	\$ 511.20	28%	\$ 242,820.00	\$ 174,830.40
DM-ZN9X	Kit,Accessories,XG-25M	342	\$ 195.00	\$ 140.40	28%	\$ 66,690.00	\$ 48,016.80
DM-MC9R	Microphone,Standard,XG-25M	342	\$ 80.94	\$ 58.28	28%	\$ 27,681.48	\$ 19,930.67
AN-225001-001	Antenna,Element,700/800 3dB	342	\$ 90.00	\$ 64.80	28%	\$ 30,780.00	\$ 22,161.60
AN-125001-002	Antenna,Base,Standard Roof Mnt Low Loss	342	\$ 80.00	\$ 57.60	28%	\$ 27,360.00	\$ 19,699.20
AN-025187-001	Antenna,GPS,Roof Mount	342	\$ 155.00	\$ 111.60	28%	\$ 53,010.00	\$ 38,167.20
DM-MN1D	SPEAKER, MOBILE, 4 OHM	342	\$ 27.00	\$ 19.44	28%	\$ 9,234.00	\$ 6,648.48
DM-CL2X	Cable,Option,XG-25M	342	\$ 285.00	\$ 205.20	28%	\$ 97,470.00	\$ 70,178.40
			\$ 7,232.94	\$ 5,207.72		\$ 2,473,665.48	\$ 1,781,039.15
	Profile Development, Programming & Install	342		\$ 577.57			\$ 197,528.94
	Total for XG25M Remote Mount	342		\$ 5,785.29			\$ 1,978,568.09

Part Number	Description	Qty	Unit List	Unit Sale	L->S %	Ext List	Ext Sale
<u>Control Station Law Enforcement/Standard</u>							
DM-M78B	MOBILE,XG-25M,700/800 MHZ,35W	7	\$ 2,290.00	\$ 1,648.80	28%	\$ 16,030.00	\$ 11,541.60
DM-PL7G	Feature,P25 Personality Lock	7	\$ 120.00	\$ 86.40	28%	\$ 840.00	\$ 604.80
DM-PL5L	FEATURE,P25 OVER-THE-AIR REKEYING	7	\$ 525.00	\$ 378.00	28%	\$ 3,675.00	\$ 2,646.00
DM-PL3R	Feature,Maximum (1024+) System/Groups	7	\$ 225.00	\$ 162.00	28%	\$ 1,575.00	\$ 1,134.00
DM-PL4F	Feature, P25 Phase 2, TDMA	7	\$ 250.00	\$ 180.00	28%	\$ 1,750.00	\$ 1,260.00
DM-PL8Y	FEATURE, ENCRYPTION LITE	7	\$ -	\$ -	100%	\$ -	\$ -
DM-PKG8F	Feature,256-AES,64-DES ECP Encryption	7	\$ 650.00	\$ 468.00	28%	\$ 4,550.00	\$ 3,276.00
DM-PKGPT	Feature Package,P25 Trunking	7	\$ 825.00	\$ 594.00	28%	\$ 5,775.00	\$ 4,158.00
DM-ZN9X	Kit,Accessories,XG-25M	7	\$ 195.00	\$ 140.40	28%	\$ 1,365.00	\$ 982.80
DM-MC9U	MICROPHONE,DESKTOP, XG25M	7	\$ 295.00	\$ 212.40	28%	\$ 2,065.00	\$ 1,486.80
			\$ 5,375.00	\$ 3,870.00		\$ 37,625.00	\$ 27,090.00
	Power Supply and Chassis (SEC1223XG)	7		\$ 304.30			\$ 2,130.10
	Control Station Antenna and Coax	7		\$ 922.45			\$ 6,457.15
	Control Station Profile, Prog & Installation (LE)	7		\$ 1,578.37			\$ 11,048.59
				\$ 2,805.12			\$ 19,635.84
	Total for Law Enforcement Control Station	7		\$ 6,675.12			\$ 46,725.84
<u>Control Station Fire Services</u>							
DM-M78B	MOBILE,XG-25M,700/800 MHZ,35W	17	\$ 2,290.00	\$ 1,648.80	28%	\$ 38,930.00	\$ 28,029.60
DM-PL7G	Feature,P25 Personality Lock	17	\$ 120.00	\$ 86.40	28%	\$ 2,040.00	\$ 1,468.80
DM-PL5L	FEATURE,P25 OVER-THE-AIR REKEYING	17	\$ 525.00	\$ 378.00	28%	\$ 8,925.00	\$ 6,426.00

Part Number	Description	Qty	Unit List	Unit Sale	L->S %	Ext List	Ext Sale
DM-PL3R	Feature,Maximum (1024+) System/Groups	17	\$ 225.00	\$ 162.00	28%	\$ 3,825.00	\$ 2,754.00
DM-PL4F	Feature, P25 Phase 2, TDMA	17	\$ 250.00	\$ 180.00	28%	\$ 4,250.00	\$ 3,060.00
DM-PL8Y	FEATURE, ENCRYPTION LITE	17	\$ -	\$ -	100%	\$ -	\$ -
DM-PKG8F	Feature,256-AES,64-DES ECP Encryption	17	\$ 650.00	\$ 468.00	28%	\$ 11,050.00	\$ 7,956.00
DM-PKGPT	Feature Package,P25 Trunking	17	\$ 825.00	\$ 594.00	28%	\$ 14,025.00	\$ 10,098.00
DM-ZN9X	Kit,Accessories,XG-25M	17	\$ 195.00	\$ 140.40	28%	\$ 3,315.00	\$ 2,386.80
DM-MC9U	MICROPHONE,DESKTOP, XG25M	17	\$ 295.00	\$ 212.40	28%	\$ 5,015.00	\$ 3,610.80
			\$ 5,375.00	\$ 3,870.00		\$ 91,375.00	\$ 65,790.00
	Power Supply and Chassis (SEC1223XG)	17		\$ 304.30			\$ 5,173.10
	Fire Station P25 Two Tone Encoder	17	\$ 1,026.00	\$ 769.50	25%	\$ 17,442.00	\$ 13,081.50
	Control Station Antenna and Coax	17		\$ 922.45			\$ 15,681.65
	Control Station Profile, Prog & Installation (FS)	17		\$ 1,843.97			\$ 31,347.49
				\$ 3,840.22			\$ 65,283.74
	Total for Fire Services/EMS Control Station	17		\$ 7,710.22			\$ 131,073.74

LEVY CO ADDITIONAL MOBILES 5-2-2023

XG75M Scan Remote Mnt Dual Head

Part Number	Description	Quantity	Unit List	Unit Sale	L->S %	Ext List	Ext Sale
MAMW-SDMXX	MOBILE,XG-75M/M7300,764-870MHZ,HALF DPLX	14	\$ 2,510.00	\$ 1,807.20	28%	\$ 35,140.00	\$ 25,300.80
MAMW-NPL3R	Feature,Max(1024+) System/Groups	14	\$ -	\$ -	100%	\$ -	\$ -

Part Number	Description	Qty	Unit List	Unit Sale	L->S %	Ext List	Ext Sale
MAMW-NPL5L	Feature,Over-the-Air-Rekeying	14	\$ 525.00	\$ 378.00	28%	\$ 7,350.00	\$ 5,292.00
MAMW-NPL7G	Feature,ESK/P25 Personality Lock	14	\$ 120.00	\$ 86.40	28%	\$ 1,680.00	\$ 1,209.60
MW-PL4F	Feature, P25 Phase 2, TDMA	14	\$ 250.00	\$ 180.00	28%	\$ 3,500.00	\$ 2,520.00
MW-PL8N	FEATURE, IN-BAND GPS	14	\$ 175.00	\$ 126.00	28%	\$ 2,450.00	\$ 1,764.00
MW-PL8Y	FEATURE, ENCRYPTION LITE	14	\$ -	\$ -	100%	\$ -	\$ -
MAMW-PKG8F	Feature,256-AES,64-DES ECP Encryption	14	\$ 650.00	\$ 468.00	28%	\$ 9,100.00	\$ 6,552.00
MAMW-PKGPT	Feature Package,P25 Trunking	14	\$ 1,200.00	\$ 864.00	28%	\$ 16,800.00	\$ 12,096.00
MAMW-NMK5F	GPS Option	14	\$ 575.00	\$ 414.00	28%	\$ 8,050.00	\$ 5,796.00
MAMW-NCP9E	Control Unit,CH721,Scan,Remote Mount	14	\$ 785.00	\$ 565.20	28%	\$ 10,990.00	\$ 7,912.80
MAMW-NZN7R	ACCESSORIES,XG-75M/M7300 REMOTE MOUNT	14	\$ 360.00	\$ 259.20	28%	\$ 5,040.00	\$ 3,628.80
MAMW-NMC7Z	MICROPHONE,STD,STRAIGHT CONNECTOR	14	\$ 80.00	\$ 57.60	28%	\$ 1,120.00	\$ 806.40
MAMW-NZN7C	Control Unit,2-6,CH-721 Scn w/Instl Hdwr	14	\$ 1,220.00	\$ 878.40	28%	\$ 17,080.00	\$ 12,297.60
MAMW-NMC7Z	MICROPHONE,STD,STRAIGHT CONNECTOR	14	\$ 80.00	\$ 57.60	28%	\$ 1,120.00	\$ 806.40
AN-225001-001	Antenna,Element,700/800 3dB	14	\$ 90.00	\$ 64.80	28%	\$ 1,260.00	\$ 907.20
AN-125001-002	Antenna,Base,Standard Roof Mnt Low Loss	14	\$ 80.00	\$ 57.60	28%	\$ 1,120.00	\$ 806.40
MAMW-NAN5F	Antenna,GPS,Roof Mount	14	\$ 155.00	\$ 111.60	28%	\$ 2,170.00	\$ 1,562.40
MW-CL8E	CABLE, Y CAN, BLACK, 10IN	14	\$ 120.00	\$ 86.40	28%	\$ 1,680.00	\$ 1,209.60
			\$ 8,975.00	\$ 6,462.00		\$ 125,650.00	\$ 90,468.00
	Profile, Programming and Installation (Dual)	14		\$ 827.57			\$ 11,585.98
	Total for Dual Head XG75M Mobiles	14		\$ 7,289.57			\$ 102,053.98

Part Number	Description	Qty	Unit List	Unit Sale	L->S %	Ext List	Ext Sale
	<u>XL200M MB with LTE</u>						
XZ-MPM1M-NA	MOBILE, XL-200M, MULTIBAND, LTE, NA	4	\$ 3,815.00	\$ 2,746.80	28%	\$ 15,260.00	\$ 10,987.20
XZ-PL4J	FEATURE, VHF BAND	4	\$ 550.00	\$ 396.00	28%	\$ 2,200.00	\$ 1,584.00
XZ-PL4K	FEATURE, UHF BAND	4	\$ 550.00	\$ 396.00	28%	\$ 2,200.00	\$ 1,584.00
XZ-PL4L	FEATURE, 700/800 MHZ BAND	4	\$ 550.00	\$ 396.00	28%	\$ 2,200.00	\$ 1,584.00
XZ-PL8Y	FEATURE, ENCRYPTION LITE	4	\$ 0.01	\$ 0.01	28%	\$ 0.04	\$ 0.03
XZ-PL4F	FEATURE, PHASE 2 TDMA	4	\$ 250.00	\$ 180.00	28%	\$ 1,000.00	\$ 720.00
XZ-PL5L	FEATURE, OTAR	4	\$ 625.00	\$ 450.00	28%	\$ 2,500.00	\$ 1,800.00
XZ-PL8T	FEATURE, LTE	4	\$ 1,960.00	\$ 1,411.20	28%	\$ 7,840.00	\$ 5,644.80
XZ-PL8N	FEATURE, IN-BAND GPS	4	\$ 300.00	\$ 216.00	28%	\$ 1,200.00	\$ 864.00
XZ-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	4	\$ 750.00	\$ 540.00	28%	\$ 3,000.00	\$ 2,160.00
XZ-PKGPT	FEATURE PACKAGE, P25 TRUNKING KIT, MOUNTING XL-MOBILE UNIVERSAL	4	\$ 1,600.00	\$ 1,152.00	28%	\$ 6,400.00	\$ 4,608.00
XZ-MA4A	MICROPHONE, XL, STANDARD MOBILE	4	\$ 105.00	\$ 75.60	28%	\$ 420.00	\$ 302.40
XZ-AN8A	ANTENNA, ELEMENT, FLEXIBLE, V/U/700/800	4	\$ 210.00	\$ 151.20	28%	\$ 840.00	\$ 604.80
XZ-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	4	\$ 80.00	\$ 57.60	28%	\$ 320.00	\$ 230.40
XZ-AN9B	ANTENNA, LTE-WIFI-GPS, LOW-PROFILE, BLK	4	\$ 500.00	\$ 360.00	28%	\$ 2,000.00	\$ 1,440.00
XZ-LS6A	SPEAKER, EXTERNAL, MOBILE	4	\$ 60.00	\$ 43.20	28%	\$ 240.00	\$ 172.80
XZ-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	4	\$ 120.00	\$ 86.40	28%	\$ 480.00	\$ 345.60
XZ-CP6A	CONTROL UNIT, XL-CH	4	\$ 1,650.00	\$ 1,188.00	28%	\$ 6,600.00	\$ 4,752.00
			\$ 14,170.01	\$ 10,202.41		\$ 56,680.04	\$ 40,809.63
	Profile, Programming and Installation	4		\$ 577.57			\$ 2,310.28
	Total for XL200M MB with LTE	4		\$ 10,779.98			\$ 43,119.91

Part Number	Description	Qty	Unit List	Unit Sale	L->S %	Ext List	Ext Sale
LEVY CO PORTABLES SLERS 2							
<u>Law Enforcement XL185P with LTE</u>							
Part Number	Description	Quantity	Unit List	Unit Sale	L->S %	Ext List	Ext Sale
XS-PPS1M-NA	PORTABLE,XL-185P,7/8,PKP,BLK,US,NA	80	\$ 2,235.00	\$ 1,609.20	28%	\$ 178,800.00	\$ 128,736.00
XS-PL8T	FEATURE, LTE	80	\$ 1,200.00	\$ 864.00	28%	\$ 96,000.00	\$ 69,120.00
XS-PL8N	FEATURE, IN-BAND GPS	80	\$ 300.00	\$ 216.00	28%	\$ 24,000.00	\$ 17,280.00
XS-FW2X	OPERATION,LOAD NIFOG PERSONALITY	80	\$ -	\$ -	100%	\$ -	\$ -
XS-PL5L	FEATURE,P25 OTAR(OVER-THE-AIR-REKEYING)	80	\$ 625.00	\$ 450.00	28%	\$ 50,000.00	\$ 36,000.00
XS-PL4F	FEATURE,P25 PHASE 2 TDMA	80	\$ 250.00	\$ 180.00	28%	\$ 20,000.00	\$ 14,400.00
XS-PL8Y	FEATURE, ENCRYPTION LITE	80	\$ -	\$ -	100%	\$ -	\$ -
XS-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	80	\$ 750.00	\$ 540.00	28%	\$ 60,000.00	\$ 43,200.00
XS-PKGPT	FEATURE PACKAGE,P25 TRUNKING	80	\$ 1,600.00	\$ 1,152.00	28%	\$ 128,000.00	\$ 92,160.00
XS-PL4L	FEATURE, SINGLE BAND 7/800	80	\$ -	\$ -	100%	\$ -	\$ -
XS-PA4K	BATTERY,LI-ION,HI-CAPACITY,4800MAH	80	\$ 175.00	\$ 126.00	28%	\$ 14,000.00	\$ 10,080.00
XS-NC8D	ANTENNA,WHIP,1/2 WAVE 762-870MHZ	80	\$ 45.00	\$ 32.40	28%	\$ 3,600.00	\$ 2,592.00
XS-AE9N	SPEAKER MICROPHONE	80	\$ 195.00	\$ 140.40	28%	\$ 15,600.00	\$ 11,232.00
XS-HC3L	BELT CLIP,METAL	80	\$ 30.00	\$ 21.60	28%	\$ 2,400.00	\$ 1,728.00
XS-CH6A	CHARGER, 1-BAY	80	\$ 295.00	\$ 212.40	28%	\$ 23,600.00	\$ 16,992.00
			\$ 7,700.00	\$ 5,544.00		\$ 616,000.00	\$ 443,520.00
	Profile Development & Programming	80		\$ 41.60			\$ 3,328.00
	Total for Law Enforcement with LTE	80		\$ 5,585.60			\$ 446,848.00

Part Number	Description	Qty	Unit List	Unit Sale	L->S %	Ext List	Ext Sale
<u>Law Enforcement XL185P without LTE</u>							
XS-PPS1M-NA	PORTABLE,XL-185P,7/8,PKP,BLK,US,NA	143	\$ 2,235.00	\$ 1,609.20	28%	\$ 319,605.00	\$ 230,115.60
XS-PL8N	FEATURE, IN-BAND GPS OPERATION,LOAD NIFOG PERSONALITY	143	\$ 300.00	\$ 216.00	28%	\$ 42,900.00	\$ 30,888.00
XS-FW2X	PERSONALITY	143	\$ -	\$ -	100%	\$ -	\$ -
XS-PL5L	FEATURE,P25 OTAR(OVER-THE-AIR-REKEYING)	143	\$ 625.00	\$ 450.00	28%	\$ 89,375.00	\$ 64,350.00
XS-PL4F	FEATURE,P25 PHASE 2 TDMA	143	\$ 250.00	\$ 180.00	28%	\$ 35,750.00	\$ 25,740.00
XS-PL8Y	FEATURE, ENCRYPTION LITE	143	\$ -	\$ -	100%	\$ -	\$ -
XS-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	143	\$ 750.00	\$ 540.00	28%	\$ 107,250.00	\$ 77,220.00
XS-PKGPT	FEATURE PACKAGE,P25 TRUNKING	143	\$ 1,600.00	\$ 1,152.00	28%	\$ 228,800.00	\$ 164,736.00
XS-PL4L	FEATURE, SINGLE BAND 7/800	143	\$ -	\$ -	100%	\$ -	\$ -
XS-PA4K	BATTERY,LI-ION,HI-CAPACITY,4800MAH	143	\$ 175.00	\$ 126.00	28%	\$ 25,025.00	\$ 18,018.00
XS-NC8D	ANTENNA,WHIP,1/2 WAVE 762-870MHZ	143	\$ 45.00	\$ 32.40	28%	\$ 6,435.00	\$ 4,633.20
XS-AE9N	SPEAKER MICROPHONE	143	\$ 195.00	\$ 140.40	28%	\$ 27,885.00	\$ 20,077.20
XS-HC3L	BELT CLIP,METAL	143	\$ 30.00	\$ 21.60	28%	\$ 4,290.00	\$ 3,088.80
XS-CH6A	CHARGER, 1-BAY	143	\$ 295.00	\$ 212.40	28%	\$ 42,185.00	\$ 30,373.20
			\$ 6,500.00	\$ 4,680.00		\$ 929,500.00	\$ 669,240.00
	Profile Development & Programming	143		\$ 41.60			\$ 5,948.80
	Total for Law Enforcement without LTE	143		\$ 4,721.60			\$ 675,188.80
<u>Law Enforcement XL185P Chiefland/Cedar Key and Williston</u>							

Part Number	Description	Qty	Unit List	Unit Sale	L->S %	Ext List	Ext Sale
XS-PPS1M-NA	PORTABLE,XL-185P,7/8,PKP,BLK,US,NA	49	\$ 2,235.00	\$ 1,609.20	28%	\$ 109,515.00	\$ 78,850.80
XS-PL8N	FEATURE, IN-BAND GPS OPERATION,LOAD NIFOG PERSONALITY	49	\$ 300.00	\$ 216.00	28%	\$ 14,700.00	\$ 10,584.00
XS-FW2X	FEATURE,P25 OTAR(OVER-THE-AIR-REKEYING)	49	\$ -	\$ -	100%	\$ -	\$ -
XS-PL5L	FEATURE,P25 PHASE 2 TDMA	49	\$ 625.00	\$ 450.00	28%	\$ 30,625.00	\$ 22,050.00
XS-PL4F	FEATURE, ENCRYPTION LITE	49	\$ 250.00	\$ 180.00	28%	\$ 12,250.00	\$ 8,820.00
XS-PL8Y	FEATURE,256-AES,64-DES ENCRYPTION	49	\$ -	\$ -	100%	\$ -	\$ -
XS-PKG8F	FEATURE PACKAGE,P25 TRUNKING	49	\$ 750.00	\$ 540.00	28%	\$ 36,750.00	\$ 26,460.00
XS-PKGPT	FEATURE, SINGLE BAND 7/800	49	\$ 1,600.00	\$ 1,152.00	28%	\$ 78,400.00	\$ 56,448.00
XS-PL4L	BATTERY,LI-ION,HI-CAPACITY,4800MAH	49	\$ -	\$ -	100%	\$ -	\$ -
XS-PA4K	ANTENNA,WHIP,1/2 WAVE 762-870MHZ	49	\$ 175.00	\$ 126.00	28%	\$ 8,575.00	\$ 6,174.00
XS-NC8D	SPEAKER MICROPHONE	49	\$ 45.00	\$ 32.40	28%	\$ 2,205.00	\$ 1,587.60
XS-AE9N	BELT CLIP,METAL	49	\$ 195.00	\$ 140.40	28%	\$ 9,555.00	\$ 6,879.60
XS-HC3L	CHARGER, 1-BAY	49	\$ 30.00	\$ 21.60	28%	\$ 1,470.00	\$ 1,058.40
XS-CH6A		49	\$ 295.00	\$ 212.40	28%	\$ 14,455.00	\$ 10,407.60
			\$ 6,500.00	\$ 4,680.00		\$ 318,500.00	\$ 229,320.00
	Profile Development & Programming	49		\$ 41.60			\$ 2,038.40
	Total for Law Enforcement Chiefland Cedar Key and Williston.	49		\$ 4,721.60			\$ 231,358.40
	<u>Law Enforcement XL200P MB with LTE</u>						
XL-PPM1M-NA	PORTABLE,XL-200P,PKP,BLK,US,NA	4	\$ 2,945.00	\$ 2,120.40	28%	\$ 11,780.00	\$ 8,481.60
XL-RT1A	REPL XCVR	4	\$ -	\$ -	100%	\$ -	\$ -

Part Number	Description	Qty	Unit List	Unit Sale	L->S %	Ext List	Ext Sale
XL-PL8N	FEATURE, IN-BAND GPS	4	\$ 300.00	\$ 216.00	28%	\$ 1,200.00	\$ 864.00
XL-FW2X	OPERATION,LOAD NIFOG PERSONALITY	4	\$ -	\$ -	100%	\$ -	\$ -
XL-PL5L	FEATURE,P25 OTAR(OVER-THE-AIR- REKEYING)	4	\$ 625.00	\$ 450.00	28%	\$ 2,500.00	\$ 1,800.00
XL-PL4F	FEATURE,P25 PHASE 2 TDMA	4	\$ 250.00	\$ 180.00	28%	\$ 1,000.00	\$ 720.00
XL-PL8Y	FEATURE, ENCRYPTION LITE	4	\$ -	\$ -	100%	\$ -	\$ -
XL-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	4	\$ 750.00	\$ 540.00	28%	\$ 3,000.00	\$ 2,160.00
XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	4	\$ 1,600.00	\$ 1,152.00	28%	\$ 6,400.00	\$ 4,608.00
XL-PKGF1	FEATURE PACKAGE,ALL BANDS,V+U+7/800	4	\$ 1,600.00	\$ 1,152.00	28%	\$ 6,400.00	\$ 4,608.00
XL-PA4K	BATTERY,LI-ION,HI- CAPACITY,4800MAH	4	\$ 175.00	\$ 126.00	28%	\$ 700.00	\$ 504.00
XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	4	\$ 110.00	\$ 79.20	28%	\$ 440.00	\$ 316.80
XL-AE9N	SPEAKER MICROPHONE	4	\$ 195.00	\$ 140.40	28%	\$ 780.00	\$ 561.60
XL-HC3L	BELT CLIP,METAL	4	\$ 30.00	\$ 21.60	28%	\$ 120.00	\$ 86.40
XL-CH6A	CHARGER, 1-BAY	4	\$ 295.00	\$ 212.40	28%	\$ 1,180.00	\$ 849.60
XL-LTE- FACUG	FACTORY UPGRADE,LTE MODEM	4	\$ 1,790.00	\$ 1,288.80	28%	\$ 7,160.00	\$ 5,155.20
			\$ 10,665.00	\$ 7,678.80		\$ 42,660.00	\$ 30,715.20
	Profile Development & Programming	4		\$ 41.60			\$ 166.40
	Total for Law Enforcement XL200P MB LTE	4		\$ 7,720.40			\$ 30,881.60

Fire Services XL185P with LTE

Part Number	Description	Quantity	Unit List	Unit Sale	L->S %	Ext List	Ext Sale
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Part Number	Description	Qty	Unit List	Unit Sale	L->S %	Ext List	Ext Sale
XS-PPS1P-NA	PORTABLE,XL-185P,7/8,PKP,PGRN,US,NA	48	\$ 2,235.00	\$ 1,609.20	28%	\$ 107,280.00	\$ 77,241.60
XS-PL8T	FEATURE, LTE	48	\$ 1,200.00	\$ 864.00	28%	\$ 57,600.00	\$ 41,472.00
XS-PL8N	FEATURE, IN-BAND GPS	48	\$ 300.00	\$ 216.00	28%	\$ 14,400.00	\$ 10,368.00
XS-FW2X	OPERATION,LOAD NIFOG PERSONALITY	48	\$ -	\$ -	100%	\$ -	\$ -
XS-PL5L	FEATURE,P25 OTAR(OVER-THE-AIR-REKEYING)	48	\$ 625.00	\$ 450.00	28%	\$ 30,000.00	\$ 21,600.00
XS-PL4F	FEATURE,P25 PHASE 2 TDMA	48	\$ 250.00	\$ 180.00	28%	\$ 12,000.00	\$ 8,640.00
XS-PL8Y	FEATURE, ENCRYPTION LITE	48	\$ -	\$ -	100%	\$ -	\$ -
XS-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	48	\$ 750.00	\$ 540.00	28%	\$ 36,000.00	\$ 25,920.00
XS-PKGPT	FEATURE PACKAGE,P25 TRUNKING	48	\$ 1,600.00	\$ 1,152.00	28%	\$ 76,800.00	\$ 55,296.00
XS-PL4L	FEATURE, SINGLE BAND 7/800	48	\$ -	\$ -	100%	\$ -	\$ -
XS-PA4K	BATTERY,LI-ION,HI-CAPACITY,4800MAH	48	\$ 175.00	\$ 126.00	28%	\$ 8,400.00	\$ 6,048.00
XS-NC8D	ANTENNA,WHIP,1/2 WAVE 762-870MHZ	48	\$ 45.00	\$ 32.40	28%	\$ 2,160.00	\$ 1,555.20
XS-AE2W	SPEAKER MIC, 500F, XL-185P	48	\$ 399.00	\$ 287.28	28%	\$ 19,152.00	\$ 13,789.44
XS-HC3L	BELT CLIP,METAL	48	\$ 30.00	\$ 21.60	28%	\$ 1,440.00	\$ 1,036.80
XS-CH6A	CHARGER, 1-BAY	48	\$ 295.00	\$ 212.40	28%	\$ 14,160.00	\$ 10,195.20
14035-1948-30	KIT,GLOVE FRIENDLY KNOB COVER-VOL&CHAN	48	\$ 25.00	\$ 18.00	28%	\$ 1,200.00	\$ 864.00
			\$ 7,929.00	\$ 5,708.88		\$ 380,592.00	\$ 274,026.24
	Profile Development and Programming	48		\$ 41.60			\$ 1,996.80
	Total for Fire Services with LTE	48		\$ 5,750.48			\$ 276,023.04

Fire Services XL185P without LTE

XS-PPS1P-NA	PORTABLE,XL-185P,7/8,PKP,PGRN,US,NA	75	\$ 2,235.00	\$ 1,609.20	28%	\$ 167,625.00	\$ 120,690.00
XS-PL8N	FEATURE, IN-BAND GPS	75	\$ 300.00	\$ 216.00	28%	\$ 22,500.00	\$ 16,200.00
XS-FW2X	OPERATION,LOAD NIFOG PERSONALITY	75	\$ -	\$ -	100%	\$ -	\$ -

Part Number	Description	Qty	Unit List	Unit Sale	L->S %	Ext List	Ext Sale
XS-PL5L	FEATURE,P25 OTAR(OVER-THE-AIR-REKEYING)	75	\$ 625.00	\$ 450.00	28%	\$ 46,875.00	\$ 33,750.00
XS-PL4F	FEATURE,P25 PHASE 2 TDMA	75	\$ 250.00	\$ 180.00	28%	\$ 18,750.00	\$ 13,500.00
XS-PL8Y	FEATURE, ENCRYPTION LITE	75	\$ -	\$ -	100%	\$ -	\$ -
XS-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	75	\$ 750.00	\$ 540.00	28%	\$ 56,250.00	\$ 40,500.00
XS-PKGPT	FEATURE PACKAGE,P25 TRUNKING	75	\$ 1,600.00	\$ 1,152.00	28%	\$ 120,000.00	\$ 86,400.00
XS-PL4L	FEATURE, SINGLE BAND 7/800	75	\$ -	\$ -	100%	\$ -	\$ -
XS-PA4K	BATTERY,LI-ION,HI-CAPACITY,4800MAH	75	\$ 175.00	\$ 126.00	28%	\$ 13,125.00	\$ 9,450.00
XS-NC8D	ANTENNA,WHIP,1/2 WAVE 762-870MHZ	75	\$ 45.00	\$ 32.40	28%	\$ 3,375.00	\$ 2,430.00
XS-AE2W	SPEAKER MIC, 500F, XL-185P	75	\$ 399.00	\$ 287.28	28%	\$ 29,925.00	\$ 21,546.00
XS-HC3L	BELT CLIP,METAL	75	\$ 30.00	\$ 21.60	28%	\$ 2,250.00	\$ 1,620.00
XS-CH6A	CHARGER, 1-BAY	75	\$ 295.00	\$ 212.40	28%	\$ 22,125.00	\$ 15,930.00
14035-1948-30	KIT,GLOVE FRIENDLY KNOB COVER-VOL&CHAN	75	\$ 25.00	\$ 18.00	28%	\$ 1,875.00	\$ 1,350.00
			\$ 6,729.00	\$ 4,844.88		\$ 504,675.00	\$ 363,366.00
	Profile Development and Programming	75		\$ 41.60			\$ 3,120.00
	Total for Fire Services without LTE	75		\$ 4,886.48			\$ 366,486.00

Fire Services XL200P with LTE

XL-PPM1P-NA	PORTABLE,XL-200P,PKP,PGRN,US,NA	30	\$ 2,945.00	\$ 2,120.40	28%	\$ 88,350.00	\$ 63,612.00
XL-PL8T	FEATURE, LTE	30	\$ 1,200.00	\$ 864.00	28%	\$ 36,000.00	\$ 25,920.00
XL-PL8N	FEATURE, IN-BAND GPS	30	\$ 300.00	\$ 216.00	28%	\$ 9,000.00	\$ 6,480.00
XL-FW2X	OPERATION,LOAD NIFOG PERSONALITY	30	\$ -	\$ -	100%	\$ -	\$ -
XL-PL5L	FEATURE,P25 OTAR(OVER-THE-AIR-REKEYING)	30	\$ 625.00	\$ 450.00	28%	\$ 18,750.00	\$ 13,500.00
XL-PL4F	FEATURE,P25 PHASE 2 TDMA	30	\$ 250.00	\$ 180.00	28%	\$ 7,500.00	\$ 5,400.00
XL-PL8Y	FEATURE, ENCRYPTION LITE	30	\$ -	\$ -	100%	\$ -	\$ -

Part Number	Description	Qty	Unit List	Unit Sale	L->S %	Ext List	Ext Sale
XL-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	30	\$ 750.00	\$ 540.00	28%	\$ 22,500.00	\$ 16,200.00
XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	30	\$ 1,600.00	\$ 1,152.00	28%	\$ 48,000.00	\$ 34,560.00
XL-PKGF1	FEATURE PACKAGE,ALL BANDS,V+U+7/800	30	\$ 1,600.00	\$ 1,152.00	28%	\$ 48,000.00	\$ 34,560.00
XL-PA4K	BATTERY,LI-ION,HI-CAPACITY,4800MAH	30	\$ 175.00	\$ 126.00	28%	\$ 5,250.00	\$ 3,780.00
XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	30	\$ 110.00	\$ 79.20	28%	\$ 3,300.00	\$ 2,376.00
XL-AE2W	SPEAKER MIC, 500F, XL-200P	30	\$ 399.00	\$ 287.28	28%	\$ 11,970.00	\$ 8,618.40
XL-HC3L	BELT CLIP,METAL	30	\$ 30.00	\$ 21.60	28%	\$ 900.00	\$ 648.00
XL-CH6A	CHARGER, 1-BAY	30	\$ 295.00	\$ 212.40	28%	\$ 8,850.00	\$ 6,372.00
14035-1948-30	KIT,GLOVE FRIENDLY KNOB COVER-VOL&CHAN	30	\$ 25.00	\$ 18.00	28%	\$ 750.00	\$ 540.00
			\$ 10,304.00	\$ 7,418.88		\$ 309,120.00	\$ 222,566.40
	Profile Development and Programming	30		\$ 41.60			\$ 1,248.00
				\$ 7,460.48			\$ 223,814.40
	<u>Public Services XL95P</u>						
XN-PF78M	PORTABLE,XL-95P,7/800MHZ,BLK	25	\$ 2,200.00	\$ 1,584.00	28%	\$ 55,000.00	\$ 39,600.00
XN-PL8N	FEATURE, IN-BAND GPS OPERATION,LOAD NIFOG PERSONALITY	25	\$ 300.00	\$ 216.00	28%	\$ 7,500.00	\$ 5,400.00
XN-FW2X		25	\$ -	\$ -	100%	\$ -	\$ -
XN-PL5L	FEATURE,P25 OTAR(OVER-THE-AIR-REKEYING)	25	\$ 625.00	\$ 450.00	28%	\$ 15,625.00	\$ 11,250.00
XN-PL4F	FEATURE,P25 PHASE 2 TDMA	25	\$ 250.00	\$ 180.00	28%	\$ 6,250.00	\$ 4,500.00
XN-PL8Y	FEATURE, ENCRYPTION LITE	25	\$ -	\$ -	100%	\$ -	\$ -
XN-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	25	\$ 750.00	\$ 540.00	28%	\$ 18,750.00	\$ 13,500.00
XN-PKGPT	FEATURE PACKAGE,P25 TRUNKING	25	\$ 1,100.00	\$ 792.00	28%	\$ 27,500.00	\$ 19,800.00
XN-PA4V	BATTERY, LI-ION,3100 MAH, ALT	25	\$ 105.00	\$ 75.60	28%	\$ 2,625.00	\$ 1,890.00
XN-NC8D	ANTENNA,WHIP,1/2 WAVE,762-870MHZ	25	\$ 45.00	\$ 32.40	28%	\$ 1,125.00	\$ 810.00

Part Number	Description	Qty	Unit List	Unit Sale	L->S %	Ext List	Ext Sale
XN-AE9D	SPEAKER MIC	25	\$ 175.00	\$ 126.00	28%	\$ 4,375.00	\$ 3,150.00
XN-HC2G	BELT CLIP,STANDARD,XL-95	25	\$ 20.00	\$ 14.40	28%	\$ 500.00	\$ 360.00
XN-CH5X	CHARGER,1-BAY,TRI-CHEMISTRY	25	\$ 150.00	\$ 108.00	28%	\$ 3,750.00	\$ 2,700.00
			\$ 5,720.00	\$ 4,118.40		\$ 143,000.00	\$ 102,960.00
	Profile Development and Programming	25		\$ 41.60			\$ 1,040.00
	Total for Public Services	25		\$ 4,160.00			\$ 104,000.00
	Programming Software and XL Portable Cables	3		\$ 1,345.00	0%		\$ 4,035.00
	Programming cables for the XG Mobiles	3	\$ 180.00	\$ 129.60	28%	\$ 540.00	\$ 388.80
	Key Fill Device	3	\$ 2,125.00	\$ 1,912.50	10%	\$ 6,375.00	\$ 5,737.50
	Portable Fill Cables	3	\$ 170.00	\$ 122.40	28%	\$ 510.00	\$ 367.20
	Mobile Fill Cables	3	\$ 350.00	\$ 252.00	28%	\$ 1,050.00	\$ 756.00
	P25 700/800 MHz Unication P25 Two Tone Pagers	90	\$ 745.00	\$ 670.50	10%	\$ 67,050.00	\$ 60,345.00
	Total for Misc Items						\$ 71,629.50
	Total Terminal Order per RFP and Revised Counts						\$ 4,727,771.29
	Terminal Quantity Discount per RFP Response						\$ (1,112,889.64)
	Total Terminal Order per RFP and Revised Counts w/ Discount						\$ 3,614,881.65

EXHIBIT J
WARRANTIES