

City of Prineville

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INFORMATION TECHNOLOGY

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April 7, 2017

Staff Report

Agenda Items:

Council Business: Award of contract to GSG Capital

Resolutions: # 1314 - Public Safety Telecommunications Enhancement Projects

<u>Summary</u>: These agenda items initiate a telecommunications enhancement project which replaces outdated radio dispatch equipment and installs a new 9-1-1 telephone system through three interconnected equipment upgrade projects within the City's Emergency Dispatch Department.

Background and Policy Implications:

9-1-1 Telephone Equipment

The City's 9-1-1 telephone system is at the end of its service life and is scheduled for replacement in July of 2017. At that time the City's current maintenance contract expires.

Several components of the system are running outdated software and will not receive support from the vendor and pose a security risk if left in place as-is.

The State of Oregon through Oregon Emergency Management (OEM) pays for certain equipment which is relevant to the 9-1-1 call-taking system. In 2016 Oregon Administrative Rules (OAR) changed to allow 9-1-1 phone systems to be provided by either the incumbent local exchange carrier (Phone Company) or through any other provider that meets the standards set forth by OEM.

The City of Prineville elected to source its equipment through another telecommunications provider, rather than the local exchange carrier, and has been waiting for OEM to publish the vendor standards set forth in OAR to guide its vendor selection process.

At this time, due to the current support contract expiring, the City must move forward with selecting a telecommunications provider in the absence of vendor standards, and this process has delayed the acquisition to the point in which replacing this critical infrastructure is an emergency.

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Oregon Emergency Management has advised the City that they will provide the City with an amount that they deem appropriate for reimbursement of the costs to procure and install the 9-1-1 telephone system. At this time, we have not yet received the "not to exceed" amounts from OEM, however, OEM has issued a similar "not to exceed" amount for Deschutes County 9-1-1, and the request from our PSAP is of similar equipment design, and from the same telecommunications vendor, Noble 9-1-1.

The City has also included contract language that Noble 9-1-1 shall comply with the yet unpublished standards set forth by OEM, so that in the future, when standards are released, the City and their chosen vendor will be in continued compliance with OAR.

The City wishes to move forward with this project immediately after receiving the "not to exceed" figures from OEM and seeks to gain council approval to enter into contract with Noble 9-1-1 contingent upon the "not to exceed" amounts being reimbursed from the state are equal to or higher than the value of the Noble 9-1-1 services quote. In the event that OEM establishes a "not to exceed" amount less than 100% of the quote from Noble 9-1-1, the City intends to change the scope of work to fall within the "not to exceed" amount.

Staff feels it is imperative to move this project along in an expeditious manner because the City's current maintenance contract expires in July of 2017, the equipment is end-of-life, and there would be a substantial security-risk to a safety-of-life system if the City does not quickly replace the system. Additionally, City wishes to enable text-to-9-1-1 within Crook County prior to the August eclipse event due to the heightened level of visitors to the area potentially accessing public safety services, and this equipment upgrade accomplishes that goal.

Noble 9-1-1 is an Oregon based Telecommunications Company and is the only such telecommunications company with an active contract serving any Oregon PSAPS. Noble 9-1-1 was selected as the vendor for Deschutes County 9-1-1 in 2016 and installed a similar system to the one requested by the City of Prineville.

The amount of the contract to be awarded to Noble 9-1-1 is \$547,843.36 for the life of the contract, which includes 5 years of system maintenance. The City expects OEM to authorize a "not to exceed" amount from State of Oregon 9-1-1 equipment funds, which covers the full value of this contract.

Resolution #1314 allows the City to move forward with replacement of the 9-1-1 telephone system in an expeditious fashion, and in a cost-neutral way to the City.

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Radio Dispatch Hardware

In addition to the 9-1-1 telephone system replacement, the dispatch radio consoles are also end-of-life, having some system components that were installed in 1990. Parts are no longer available from the manufacturer and the technology is limited when interfacing with today's digital public safety systems.

The City has evaluated several options for replacing the radio console equipment and staff recommends moving forward with installing an AVTEC radio console provided by Cascade Mobile, purchased through the State's NASPO Value Point cooperative purchase agreement.

The third component included in this telecommunications update project is installation of the first site in a 700 MHz P25 radio service inlay. The City has been evaluating radio system performance, and has found that in-building coverage for first responder portable radios is lacking on the current VHF system. Migrating to the 700 MHz public safety band and changing to digital modulation is predicted to increase public safety radio reception within the Prineville area.

The City has selected an interoperable, standards based, P25 repeater produced by Daniel's Radio/ Codan Communications which is also available through the NASPO Value Point State Contract purchasing agreement, and is compatible with our existing radio infrastructure.

OEM does not fund radio dispatch equipment through the 9-1-1 telephone tax, therefore the City has structured an equipment lease to procure the system through GSG Capital. Equipment lease payments have been included in the proposed budget.

The total cost of the radio dispatch equipment and 700mhz coverage inlay is \$181,968.75, which has been financed and included in the proposed budget at a cost of \$36,393.75 per fiscal year for 5 years. This fits within the constraints of the dispatch budget and follows the life expectancy of the equipment.

As this equipment purchase is structured as an equipment lease and the equipment is being procured through the NASPO Value Point cooperative purchasing agreement, a council resolution is not necessary, and staff recommends the council approve the acquisition of radio dispatch equipment in the amount of \$181,968.75 through a motion during council business.

RESOLUTION NO. 1314 CITY OF PRINEVILLE, OREGON

A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO A CONTRACT WITH NOBLE 9-1-1 FOR THE PURCHASE, INSTALLATION AND MAINTENANCE OF A 9-1-1 TELEPHONE SYSTEM.

RECITALS:

- A. The City of Prineville ("City") by and through its Police Department operates the Public Safety Answering Point ("PSAP") for Crook County.
- B. Oregon Emergency Management ("OEM") administers the 9-1-1 program within the State of Oregon and establishes standards for Call Taking Customer Premise Equipment (CPE).
- C. The City's 9-1-1 CPE is approximately 5 years old and has become end-of-life. The current maintenance contract will terminate on 7/1/17.
- D. OEM has advised PSAPs that they are developing a set of vendor standards to provide guidance to PSAPS when selecting an equipment vendor to provide CPE. OEM has advised the City that these standards have been forthcoming for over a year, yet they are still not available.
- E. The City has been waiting to begin a procurement process to select a vendor to provide CPE in accordance with the vendor standards, however, due to the equipment being at the end of its life, the City can no longer wait for these standards and execute a timely competitive selection process to replace the equipment before the current maintenance contract expires.
- F. Deschutes County 9-1-1 was in a similar situation in 2016 facing an end-of-life system, and having no vendor standards established by OEM. Deschutes County 9-1-1 entered into a service agreement with Noble 9-1-1 to provide CPE equipment for their PSAP and OEM provided Deschutes County 9-1-1 with a "not to exceed" reimbursement amount for the equipment.
- G. The City has been waiting for the vendor standards to be published in order to begin a competitive procurement process, however, with no standards being available, the City has been unable to do so.
- H. The City requested that Noble 9-1-1 provide the city a quote to furnish the City CPE similar to what OEM approved for Deschutes County 9-1-1. Noble 9-1-1 provided a quotation in the form of a hybrid goods and professional services contract. The total amount of the contract for a 5-year term was in the amount of \$547,843.36, with \$155,000.00 being professional services, and \$392,843.36 being equipment.

- I. The City requested OEM review the City's quotation and provide a "not to exceed" dollar amount on March 7, 2017. As of April 6th, the City has not yet received a "not to exceed" dollar amount that OEM deems appropriate.
- J. Failure of the City to move forward expeditiously with replacing its 9-1-1 telephone system CPE may cause an emergency situation because of a substantial risk of interruption of the 9-1-1 system.

NOW, THEREFORE, based upon the above Recitals, the City of Prineville, hereby resolves as follows:

- 1. Upon receipt for a "not to exceed" amount from OEM which is greater than, or equal to 100% of the quotation provided by Noble 9-1-1, appropriate City officials are authorized to sign the contract with Noble 9-1-1 for the replacement and maintenance of the 9-1-1 telephone system.
- 2. In the event the City receives an amount "not to exceed" that is less than 100% of the value of the contract, the City will revise the scope of work with Noble 9-1-1 to fall within the "not to exceed" amount deemed appropriate by OEM.

Approved by the City Council th	is day of April, 2017.	
	Betty Roppe, Mayor	MICHAEL
ATTEST:		
Lisa Morgan, City Recorder		

PUBLIC SAFETY CONTRACT FOR SALES AND SERVICE BETWEEN NOBLE 911 SERVICES, LLC AND CITY OF PRINEVILLE

Noble 911 Services, LLC ("Noble 911") and City of Prineville ("Customer"), who are referred to in this contract together as "Parties" or individually as "Party", hereby enter into this Public Safety Contract for Sales and Service ("Agreement"). This Agreement is effective upon the execution of this Agreement by the parties ("Effective Date").

1. Products and Services Supplied under this Agreement.

- 1.1 Noble 911 will provide and Customer will purchase the hardware, software or both ("Products") specified in Appendix A to this Agreement. Customer will purchase Product to provide Public Safety Emergency Communications Services.
- 1.2 Noble 911 agrees to install product specified in Appendix A according to the terms and conditions described in Sections 4 and 5 of this Agreement.
- 1.3 Noble 911 will provide maintenance services for the Public Safety Products specified in Appendix A according to the terms and conditions described in Sections 6.1-6.5 of this Agreement.
- 1.4 Title to Products, if any, passes to Customer upon physical delivery to Customer's identified site.

2. Sales Terms

- 2.1 Noble 911 prices for Products, installation, and maintenance appear in Appendix A to this Agreement. All charges will be paid within 30 days after receipt of the invoice and in accordance with the payment schedules referenced in Appendix A to this Agreement. Prices quoted in this Agreement will be honored for 90 days after the date of the quote, after that time prices are subject to change.
- **Acceptance**. Customer must notify Noble 911, in writing, specifying any portions of the Products listed in Appendix A that are unacceptable. If Customer has not so notified Noble 911 within 30 business days from the installation date or delivery date, whichever is applicable, Products will be deemed accepted.
- 2.3 Late Payment Charge. Noble 911 may apply a service charge of 2/3 of one percent (2/3%) per month on any unpaid balance not received by Noble 911 within 60 days of the invoice date.
- **Taxes, Surcharges, and Fees.** Prices do not include taxes, surcharges, or fees, established by governmental authorities, including: None. Taxes, surcharges and fees do not apply to this Agreement. Alternatively, Customer may supply Noble 911 a tax exemption certificate in a form satisfactory to Noble 911.
- 2.5 Customer Default. In the event Customer fails or neglects to comply with any term or condition of this Agreement or to pay for services as provided herein, Noble 911 will have the right, after 30 days prior written notice, to cease performance or warranty service hereunder. This remedy will be in addition to any other remedies, including termination, available to Noble 911 in law or equity.
- 2.6 Customer Right to Terminate.
 - 2.6.1 Customer may, at its sole discretion, suspend Noble 911's Services under this Agreement, upon written notice by Customer to Noble 911, setting forth the length of the proposed suspension.

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- 2.6.2 Customer may, at its sole discretion, terminate this Agreement without cause upon thirty (30) days written notice by Customer to Noble 911.
- 2.6.3 Customer may, in its sole discretion, terminate this Agreement, immediately upon notice to Noble 911, or at a later date as Customer may establish in the notice, upon the occurrence of any of the following events:
 - 2.6.3.1 Federal or state laws, regulations, or guidelines are applied, modified or interpreted in a way that either the procurement or purchase of or payment for the Products by Customer under this Agreement is challenged or prohibited, or Customer is prohibited from paying for Products from the planned funding source; or
- 2.6.4 Customer may terminate this Agreement upon written notice to Noble 911, or at a later date as Customer may establish in the notice, if Noble 911 fails or neglects to comply with any term or condition of this Agreement.
- 2.6.5 Noble 911 shall stop performance under this Agreement as directed by Customer in any written notice of suspension or termination delivered to Noble 911 under this section.
- 2.7 Payment in the event of Customer Termination. In the event the Customer elects to terminate the Agreement, Customer will owe all payments for Products to Noble 911 as referenced in Appendix A up through, and including, the date of termination, and payment for future Products that have not yet been delivered will not be owed.
- **Order Changes.** Any changes to an order or installation request and any additional orders for Product must be by written amendment or by submitting a 911 CPE purchase order ("Purchase Order") substantially in the form attached hereto as Attachment 3 to Noble 911. The amendment and/or Purchase Order will be signed by authorized representatives of both Parties, and incorporated into this Agreement.

3. Delivery

- 3.1 Customer will ensure that its personnel are available to receive delivery of Products at site, at a date and time to be determined between Noble 911 and Customer and will make available secure space for storage.
- 3.2 Risk of loss and damage to Products passes to Customer upon delivery and acceptance of Products to Customer at site.
- 3.3 Unless otherwise agreed, Customer will be responsible for proper site preparation, for meeting and maintaining proper environmental conditions, including but not limited to, air conditioning, cleanliness, temperature requirements, and electrical requirements as indicated by the manufacturers of Products in Appendix A.
- 3.4 Products delivered to Customer will be available at site on the installation date. The estimated installation begin and complete dates are identified in Appendix A to this Agreement.
- 4. Installation. To ensure that the Products set for the site as described in Appendix A have been installed according to the manufacturer's specifications, Customer agrees to provide proper site preparation, including allowing compliance with manufacturer's specifications of floor plan requirements, as well as providing necessary openings, ducts, terminals and cross connect fields, and conduits in floors and walls. Customer also agrees to meet and maintain proper environmental requirements as indicated by manufacturer of Products listed in

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Appendix A and providing electric current and grounds for any necessary purpose, related to this Agreement, with suitable outlets in rooms where required. Noble 911 shall deliver a copy of all manufacturer's specifications to Customer at least 30 days prior to the installation date.

- 5. Time and Materials Charges. Additional time and materials charges are applicable under the following circumstances: Any modifications to a building's electrical system that is required to install listed Products and not provided by Customer; drilling access holes and providing suitable conduit; and/or connecting voice recorder equipment which was not purchased under this Agreement. Time and materials charges are set forth in Appendix A. Noble 911 shall prepare and provide Customer with a written quote for all additional Products or Services. Noble 911 shall not provide any additional services until Customer has reviewed and accepted the quote. The written quote for additional Product or Services will be an amendment to this Agreement and will not be effective until signed by the Parties.
- 6. Maintenance. After expiration of the warranty period, all Products listed in Appendix A will be maintained by Noble 911 in accordance with the manufacturer's original performance specifications.
 - 6.1 Service and Scope of Maintenance. Noble 911 will provide remedial maintenance on Products listed in Appendix A, 24 hours a day, seven days a week on a call out basis. Remedial maintenance means maintenance Noble 911 deems reasonably appropriate and necessary to return Products listed in Appendix A to proper operating condition as specified by manufacturer's specifications. Customer must follow diagnostic procedures, as specified by Noble 911, by phone, email, or *PSAP portal* of any Products malfunction.
 - 6.2 Repair and Replacement of Parts. Noble 911 will have the option to repair or replace Products specified in Appendix A. Noble 911 may, upon obtaining written consent of Customer, use reconditioned parts or components of Products as replacement. Replacement parts become the property of Customer, and the defective parts become the property of Noble 911 unless Noble 911 uses parts from Customer's spare inventory. In those cases, the defective part will remain the property of the Customer. Costs/pricing for replacement parts will be the listed price at the date the replacement occurs. Noble 911 shall update the costs/pricing for Products and Services on Appendix A as changes are made.
 - 6.3 Maintenance Exclusions. Equipment or Products not listed on Appendix A to this Agreement are not covered by this Agreement. Service calls for Products listed in Appendix A that are damaged as a result of misuse of the Products, abusive environment, Customer modification (not approved by Noble 911), Customer interfaces with peripheral products, moves, fire, vandalism, operator error, use of improper supplies, natural disasters, or other causes beyond normal usage of the Products are not covered by this Agreement. However, if Customer requests Noble 911 to make repairs under such circumstances, and if Noble 911 agrees to make such repairs, Noble 911 will provide Customer with a written quote for the repair and shall not provide Products or Services until Customer has reviewed and accepted the quote. The accepted quote is an amendment to this Agreement.

- begin the day after the warranty period expires for Products. Should Noble 911's Agreement with equipment manufacturer terminate before the end of this Agreement, Noble 911 may discontinue maintenance service with reasonable notice to Customer. Customer may discontinue maintenance service without further obligation to Noble 911 upon sixty (60) days written notice to Noble 911.
- **Rates and Charges for Maintenance.** Maintenance charges are provided in Appendix A.
- 7. Customer Premise Equipment. Customer authorizes Noble 911 to communicate and coordinate with local telecommunication providers, on Customer's behalf, for the installation and maintenance of Customer Provided Equipment ("CPE"), described in Appendix A. Noble 911 will coordinate with described providers up to the Customer's demarcation point.
 - 7.1 Customer will not be responsible, without prior written consent, for any costs that exceed the amounts specified in Appendix A for any responses or repair work required due to issues found to be caused by the ILEC.
- **8. Subcontractors.** Upon first obtaining written consent of Customer, Noble 911 may subcontract all or any portion of the work.
- 9. OSHA/Asbestos. Noble 911 and Customer will adhere to all applicable health and safety laws, rules and regulations including the Occupational Safety and health Administration's ("OSHA") rules and regulations. Customer certifies, to the best of its knowledge, that there is no asbestos on any premises or in any areas where Noble 911 will be working. This Agreement does not contemplate or include prices attributable to working in an asbestos environment. In the event asbestos is discovered in the Noble 911 work area, Noble 911 shall immediately notify Customer. Customer, in its sole discretion, may elect to terminate this Agreement or pay reasonable additional costs to remediate the issue in compliance with OSHA's rules and regulations.
- **10. Limitation of Liability**. OREGON REVISED STATUTE 403.110 SHALL APPLY TO THIS AGREEMENT BY THIS REFERENCE AND GOVERN LIMITATION OF LIABILITY.

11. INSURANCE.

- 11.1 Required Insurance. Noble 911 shall obtain at Noble 911's expense the insurance specified in this section 11 prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement and all warranty periods. Noble 911 shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Customer.
- Workers' Compensation. All employers, including Noble 911, that employ subject workers, as defined in Oregon Revised Statute (ORS) 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

- Noble 911 shall require and ensure that each of its subcontractors complies with these requirements.
- Employer's Liability. If Noble 911 is a subject employer, as defined in ORS 11.3 656.023, Noble 911 shall obtain employers' liability insurance coverage.
- Professional Liability. Professional Liability Insurance covering any damages 11.4 caused by an error, omission or any negligent acts related to the services to be provided under this Agreement. Noble 911 shall provide proof of insurance of not less than the following amounts as determined by the Customer:

Per occurrence limit for any single claimant through June 30, 2016: \$2,046,300. July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.260 to 30.300. Per occurrence limit for multiple claimants through June 30, 2016, 4,096,000. July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS30.260 to 30.300.

State Court Administrator website:

http://courts.oregon.gov/OJD/courts/circuit/tort claims act.page

Commercial General Liability. Commercial General Liability. Commercial General 11.5 Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, Products, and completed operations. Coverage shall be written on an occurrence basis. Noble 911 shall provide proof of insurance of not less than the following amounts as determined by the Customer:

11.6 Bodily Injury/Death.

Per occurrence limit for any single claimant through June 30, 2016, 2,046,300. July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.260 to 30.00.

Per occurrence limit for multiple claimants through June 30, 2016, 4,096,000. July 1, 2016 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.260 to 30.300.

State Court Administrator website:

http://courts.oregon.gov/OJD/courts/circuit/tort claims act.page From July 1, 2016, and every year thereafter, the adjusted limitation will be as determined by the State Court Administrator pursuant to ORS 30.273.

12. Indemnification. OPERATION OF PUBLIC SAFETY SYSTEMS, CUSTOMER PREMISES SERVICES AND PRODUCTS IS THE SOLE RESPONSIBILITY OF CUSTOMER. NOBLE 911'S SOLE UNDERTAKING IS LIMITED TO PROVIDING THE PRODUCTS SOLD, INSTALLATION AND MAINTENANCE OF THE PRODUCTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. INDEMNIFICATION FOR CLAIMS ASSOCIATED WITH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING FROM OPERATION OF SUCH PUBLIC SAFETY SYSTEMS, CPE AND PRODUCTS SHALL BE AS PROVIDED BY OREGON REVISED STATUE ORS 403.110. NOBLE 911'S ENTIRE LIABLIITY FOR ANY CLAIM OR LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER WILL IN NO EVENT EXCEED THE HIGHER OF THE REPAIR OR REPLACEMENT

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COST OF THE ITEM WHICH DIRECTLY GIVES RISE TO THE CLAIM. IN NO EVENT SHALL NOBLE 911 BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

13. Confidentiality. No party will, without the prior written consent of the other parties, make any disclosure of the terms of this Agreement or disclose or use the confidential information of the other party. A party may disclose confidential information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish right or obligations under the Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. Customer's obligations of confidentiality, if any, are subject to the Oregon Public Records Laws, ORS 192.410 through ORS 192.505 and Oregon Custody and Maintenance of Records Laws, ORS 192.005 through192.170.

14. Warranties.

- 14.1 THE WARRANTY PROVIDED IN THIS PARAGRAPH IS LIMITED AND EXCLUSIVE. NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY TO THIS AGREEMENT.
- 14.2 WARRANTY FOR PRODUCTS WILL BEGIN ON THE ACCEPTANCE DATE AND WILL CONTINUE FOR ONE FULL CALENDAR YEAR. DURING THIS WARRANTY PERIOD, NOBLE 911 WILL PROVIDE SERVICE TO KEEP PRODUCTS LISTED IN Appendix A IN GOOD WORKING ORDER AND ENSURE PRODUCTS CONFORM TO THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THIS AGREEMENT.
- 14.3 DURING THE WARRANTY PERIOD, NOBLE 911 WILL REPAIR OR REPLACE, AT NO CHARGE, PRODUCTS THAT ARE DEFECTIVE DUE TO QUALITY OF MATERIAL OR MANUFACTURER'S WORKMANSHIP. FOR PRODUCTS SOLD BUT NOT INSTALLED BY NOBLE 911, A 90 DAY WARRANTY WILL BEGIN ON THE DATE OF DELIVERY OF THE PRODUCT(S) TO CUSTOMER.
- 14.4 PERSONNEL FURNISHED BY NOBLE 911 WILL BE QUALIFIED TO PERFORM TASKS AND FUNCTIONS FOR WHICH THEY ARE ASSIGNED AND WILL PERFORM THEM IN A PROFESSIONAL MANNER.
- 14.5 Noble 911 has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Noble 911 will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with the highest standards applicable to Noble 911's industry, trade or profession;
- 14.6 Noble 911 is and shall be, at all times during the term of this Agreement, qualified, professionally competent, and duly licensed to perform Services and do business in the State of Oregon;
- 14.7 Noble 911 is not in violation of, charged with nor, to the best of Noble 911's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order

- of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and Noble 911's provision of the Services shall not violate any such law, ordinance, regulation or order;
- 14.8 Noble 911's performance under this Agreement to the best of Noble 911's knowledge creates no potential or actual conflict of interest, as defined by ORS 244, for either Noble 911 or any Noble 911 personnel that will perform the Services under this Agreement.
- 14.9 Noble 911 shall perform all Services as an independent contractor. Although Customer has the right (i) to determine and modify the delivery schedule for Services to be performed and (ii) to evaluate the quality of the completed performance, Customer cannot and will not control the means or manner of Noble 911's performance. Noble 911 is responsible for determining the appropriate means and manner of performing any Services required under this Agreement. Noble 911 certifies, represents and warrants that Noble 911 is an independent contractor of Customer under all applicable State and federal law. Noble 911 is not an "officer", "employee", or "agent" as those terms are used in ORS 30.265 of State or Customer. Neither party shall make any statements, representations, nor commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.
- 14.10 Noble 911 represents and warrants that the personnel providing services under this Agreement are employees of Noble 911; that Noble 911 withholds applicable income taxes from the pay of its employees; that Noble 911 pays workers' compensation insurance premiums arising from the employment of its employees under this Agreement; that Noble 911 makes all other applicable tax and related payments arising from that employment (including without limitation social security tax payments); and that Noble 911 provides employee benefits to its employees, including without limitation health insurance benefits, vacation benefits, and retirement benefits.
- 14.11 For a period of no fewer than six calendar years preceding the Effective Date of this Agreement, Noble 911 faithfully has complied with:
 - All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - Any tax provisions imposed by a political subdivision of this state that applied to Noble 911, to Noble 911's property, operations, receipts, or income, or to Noble 911's performance of or compensation for any work performed by Noble 911;
 - Any tax provisions imposed by a political subdivision of this state that applied to Noble 911, or to goods, services, or property, whether tangible or intangible, provided by Noble 911; and
 - Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- 14.12 IF THE PRODUCTS OR SERVICES FAIL TO MEET THE TERMS OF THIS WARRANTY AS A RESULT OF THE ACTIONS OR NEGLIGENCE OF CUSTOMER OR ACTIONS OF A THIRD PARTY (OTHER THAN AN AGENT OF, OR INDEPENDENT CONTRACTOR OF NOBLE 911), OR DAMAGE RELATING TO ACTS OF GOD, FIRE, VANDALISM, OPERATOR ERROR, USE OF IMPROPER SUPPLIES, OR CUSTOMER INTERFACES OF PERIPHERAL

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EQUIPMENT, THEN CUSTOMER WILL PAY ALL CHARGES ASSOCIATED WITH THE REPAIR OR REPLACEMENT THEREOF IF CUSTOMER DECIDES TO REPAIR OR REPLACE SAID ITEMS.

- 15. Warranty Exclusions. THE WARRANTIES PROVIDE BY NOBLE 911 UNDER THIS AGREEMENT DO NOT INCLUDE THE FOLLOWING: WORK OR SUPPLY OF MATERIAL RELATING TO MAINTAINING A PROPER ENVIRONMENT OUTSIDE OF Appendix A; EQUIPMENT NOT SOLD, INSTALLED, AND MAINTAINED BY NOBLE 911 EXCEPT FOR THE 90 DAY WARRANTY FOR PRODUCTS SOLD BUT NOT INSTALLED BY NOBLE 911; FURNISHING SUPPLIES WHICH ARE NOT PART OF THE PRODUCTS OR RELATED FURNISHING MATERIAL; PRODUCTS AFFECTED BY OPERATOR ERROR, MISUSES OF PRODUCTS OR NATURAL DISASTERS; WARRANTY AND MAINTENANCE ON UNINTERRUPTED POWER SUPPLY; SUCH WARRANTIES ARE THROUGH THE MANUFACTURER AND DO NOT INCLUDE BATTERY REPLACEMENT; ELECTRICAL WORK EXTERNAL TO PRODUCTS SOLD UNDER THIS AGREEMENT; NOBLE 911 DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.
- 16. Software. All software remains the property of the software's owner. If required by the owner, a license must be granted to the end-user (Noble 911's Customer), to use such software and may contain specific terms and conditions for such use. These specific terms and conditions for use are governed entirely by said owner. Noble 911 shall deliver a copy of all such licenses to Customer. Customer shall have 30 days to review the license. If the terms of the license are unacceptable to Customer, Customer may terminate this Agreement without liability. If the terms of the license are acceptable to Customer, both parties will adhere to the terms of the license and such license will be executed as required and will become incorporated into this Agreement by reference.
- 17. Dispute Resolution/Applicable Law. In the event that the parties have any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to or in connection with the Agreement or any of the terms or conditions thereof, or any transaction hereunder including but not limited to either party's failure or alleged failure to comply with any of the provisions of the Agreement (hereinafter collectively the "Dispute"), other than one related to the release of Confidential Information, the parties shall first conduct the following procedure in an attempt to resolve the Dispute:
 - The parties shall make every effort to settle any Dispute through their respective managers, within five (5) calendar days of one party notifying the other party of a Dispute.
 - If the Dispute is not resolved between the managers, then either party may initiate formal dispute resolution discussions by advising the other party in writing. The contact point for these discussions shall be the parties' Authorized Representatives. The parties shall attempt to resolve the Dispute within 5 calendar days of the notice from a party that they are initiating this second level of Dispute resolution discussions. If the parties mutually agree in writing that there has been substantial progress toward resolution of the Dispute, this second

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level may be extended for an additional five (5) business day period which shall commence at the conclusion of the first five (5) day period.

• If the parties are unable to resolve the Dispute, the parties may file suit as set forth below.

Nothing in this section 17: (a) will in any way limit a party's rights to seek injunctive relief of any kind, at any time, with respect to any matter; (b) in any way limit Customer's or Noble 911's right to suspend or terminate the Agreement or pursue other remedies available under the Agreement, by law or otherwise; (c) remove the requirement to provide notices or filings to meet deadlines otherwise required by law; or (d) constitute a waiver of the sovereign immunity of the State of Oregon. The Agreement will otherwise be governed by the laws of the State of Oregon, without regard to its choice of law principles. Any claim, action, or suit (collectively, "Proceeding") between State and Noble 911 that arises from or relates to this Agreement shall be brought and conducted within the Circuit Court of the State of Oregon for Crook County; provided, however, if a Proceeding must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted within the United States District Court for the District of Oregon. NOBLE 911 HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THE FORUM IS AN INCONVENIENT FORUM. Nothing in these provisions shall be construed as a waiver of the State of Oregon's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or a waiver of any defenses to Proceedings or consent to jurisdiction based thereon.

- 18. Entire Agreement/Assignment/Severability. The Agreement constitutes the entire agreement between Customer and Noble 911 with respect to the subject matter hereof, and supersedes all prior oral or written agreements or understandings relating to the subject matter hereof. The agreement is intended solely for Noble 911 and Customer and it will not benefit or be enforceable by any other person or entity, including End Users. Customer agrees not to resell or assign the service or any of Customer's rights or obligations under this Agreement without prior written consent from Noble 911, which consent shall not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances. All terms of the Agreement that should by their nature survive the termination of the Agreement will so survive. If any term of the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect.
- 19. Wavier/Delay. Neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights hereunder. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by an unforeseeable event beyond the reasonable control of that party, including natural disasters, acts of terror, material shortages or unavailability, changes in applicable government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

CONTRACT FOR SALES AND SERVICE BETWEEN NOBLE 911 SERVICES,

- **20. Amendment.** All amendments to the Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice.
- 21. Notices. Except as otherwise provided herein, all required notices must be in writing and sent to Noble 911 at PO Box 1857, Sisters, Oregon 97759; Facsimile #: 866-986-4180; Attn.; Legal Department, and to Customer at the address below. Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after delivered via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by facsimile. Customer's current address, facsimile number, and person designated for notices are:

Tobie Reynolds, Director Prineville Police Department Prineville, OR

Prineville, OR	
Noble 911 and Customer execute and author	rize this Agreement as of the last date shown below:
For Customer:	For Noble 911 Services, LLC
CITY OF PRINEVILLE	
Steve Forrester, City Manager	Joel Palanuk, President
Date:	Date:

Appendix A - PUBLIC SAFETY CONTRACT FOR SALES AND SERVICE BETWEEN NOBLE 911 SERVICES, LLC AND PRINEVILLE POLICE DEPARTMENT

Summary - Prineville PD

Item	Cost
VIPER	\$57,822.10
Power Stations	\$24,221.40
Power 911	\$0.00
Power ECaTS	\$9,800.00
MapFlex	\$28,091.35
Sentry	\$7,812.00
TXT29-1-1 Setup Fees	\$4,375.00
IWS Hardware	\$47,435.91
Professional Services	\$56,448.15
Recurring Services	\$41,013.00
Maintenance Services	\$65,751.00
Sentry Monitoring Services	\$840.00
Optional Items and Services, to be discussed	\$45,733.45
Noble 911 Installation Serivces	\$35,000.00
Noble 911 Annual Maintenance, 5 years	\$120,000.00
Shipping Costs	\$3,500.00

Total payment fo CPE, installation and all 5 years of licenses, warranties and Noble 911's Innovative Maintenace Program:

\$547,843.36

Payment Terms: 75% due upon signing, 25% due upon system acceptance

Configuration Parameters - Prineville PD

VIPER

VII 211	
Total Number of E9-1-1 CAMA Trunks	0
Total Number of FXO Lines	0
Total Number of ISDN-PRI channels (T1)	0
VIPER UPS	Not Included
ECCP	Not Included
PowerOPS	0
VIPER ACD	0
GIS Enterprise	Not Included
Answering Positions	
Total Number of Positions	3
Power 911 Intelligent Workstation Featu	ures
Add-on for Radio Recorder	Not Included
AntiVirus	Not Included
UPS on Workstation PCs (30 minutes)	Not Included
UPS on Servers	Not Included
IWS Programmable Keypads	Not Included
Power MIS and ePrinter	
Ad-hoc reporting	Not Included
Power MIS	Not Included
ePrinter	Not Included
Miscellaneous	
Software Subscription Coverage	Included



GIS Validation **Editing Software**

Not Included Not Included

Model#	Description	Qty	Selling Price	Total
VIPER				
912817/BB	7 Foot Cabinet Prebuilt Building Block	1	\$28,140.00	\$28,140.00
912890/BB	Media Kit Prebuilt Building Block	1	\$0.00	\$0.00
912800	VIPER Gateway Shelf	2	\$900.90	\$1,801.80
912801	CAMA Interface Module (CIM)	3	\$2,447.90	\$7,343.70
912811	Application Server License	2	\$905.45	\$1,810.90
912811/U	Application Server Position Access License Upgrade	4	\$0.00	\$0.00
912812	PBX Access License	2	\$586.95	\$1,173.90
912812/U	PBX Access License Upgrade	3	\$0.00	\$0.00
P10008	License to Connect Non-Intrado Recording Device	1	\$1,815.45	\$1,815.45
912845	IP Phone w/ALI	1	\$1,050.00	\$1,050.00
912925	SIP I/F to 3rd Party PBX License - Per Position	3	\$1,815.45	\$5,446.35
C10036	Power Cord Cable with A/C twist lock connector	2	\$210.00	\$420.00
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	2	· ·	\$6,160.00
912716/S	Cisco Stacking module for C2960-X	2		\$2,660.00
			Subtotal	\$57,822.10
Power Stations				
911710-1	A9C G2 Bundle - Dual Core	3	\$3,185.00	\$9,555.00
911708	A9C G2 Dual Screen kit	3	\$268.45	\$805.35
911753	PWS : HDT (Headset I/F) Module	3	\$482.30	\$1,446.90
911754	PWS : MTI (Misc Tel I/F) Module	3	\$705.25	\$2,115.75
911755	PWS : TPR (Third-Party Radio I/F) Module	3	\$796.25	\$2,388.75
911501	A9C Desk Mounting Kit	3	\$177.45	\$532.35
911509	A9-1-1 Call Handling Accessories	3	\$482.30	\$1,446.90
914121/1	IWS Workstation - Software and Configuration	3	\$382.20	\$1,146.60
P10097	23" LED Backlit Monitor	6	\$588.00	\$3,528.00
914600/4	IWS External Programmable Keypad - 48 Buttons	3	\$418.60	\$1,255.80
314000/4	TWO EXCERNATIVOGRAMINADIC RESPONDANTA		Subtotal	\$24,221.40
Power 911				
913100/U	Power 911 Client Access License Upgrade	3	\$0.00	\$0.00
913152/U	Power 911 Add-On Recorder for Radio Upgrade	3	\$0.00	\$0.00
913202/U	Power 911 Server Access License Upgrade	3	\$0.00	\$0.00
913152/CD	ITRR Media Kit	1	\$0.00	\$0.00
			Subtotal	\$0.00
Power ECaTS				·····
P10016/SRV	Power ECaTS service setup fee per PSAP-single RDDM-Server	1	\$9,800.00	\$9,800.00
	A		Subtotal	\$9,800.00
MapFlex				
MF-DMS	MapFlex 9-1-1 Client License	3	\$3,999.45	\$11,998.35
MF-SRV	MapFlex Server License	1	\$13,993.00	\$13,993.00
GIS-VAL	GIS Data Validation	1	\$2,100.00	\$2,100.00
			Subtotal	\$28,091.35

Sentry				
915101	Sentry Server Console Kit	1	\$0.00	\$0.00
915137/1	Set-Up Fee	1	\$2,100.00	\$2,100.00
E10830	LICENSE, ELM Enterprise Manager 6.7, Class I	4	\$966.00	\$3,864.00
E10831	LICENSE, ELM Enterprise Manager 6.7, Class II	11	\$168.00	\$1,848.00
			Subtotal	\$7,812.00
TXT29-1-1 Setup Fees				
ITXTOTF2	TXT29-1-1 Integrated with Power 911 One-time-fee per PSAP-	1	\$1,750.00	\$1,750.00
P10063	ITS Equipment	1	\$2,625.00	\$2,625.00
Power 911 Hardware			Subtotal	\$4,375.00
914960	IWS Server RACK Bundle - Type A	1	\$7,581.00	\$7,581.00
			Subtotal	\$7,581.00
MapFlex Hardware				
MF-HW	MapFlex Server Hardware	1	\$9,100.00	\$9,100.00
MF-HWBU	MapFlex Backup Server Hardware	1	\$6,300.00	\$6,300.00
			Subtotal	\$15,400.00
Sentry Hardware				
914960	IWS Server RACK Bundle - Type A	1	\$7,581.00	\$7,581.00
			Subtotal	\$7,581.00
Common Hardware				
914956	1U Keyboard/LCD/Trackball/8-Port KVM	1	\$2,520.00	\$2,520.00
P10114/R	Backup Disk Solution for Windows Server (Rack-Mount)	1	\$4,760.00	\$4,760.00
			Subtotal	\$7,280.00
Peripheral Hardware				
914514	Color Laser Printer	1	\$1,487.91	\$1,487.91
915109/P	Alarm Panel (Includes Power Supply)	1	\$1,386.00	\$1,386.00
600150	Punch Blocks	2	\$210.00	\$420.00
207-990000-046	Cable Cheat - 25PR, 25', MF	2	\$210.00	\$420.00
960103	Network Cabling	11	\$350.00	\$3,850.00
			Subtotal	\$7,563.91
Network Equipment				
914148	Call Handling Firewall Appliance	1	\$1,890.00	\$1,890.00
914148/CD	Call Handling Firewall - Media Set	1	\$140.00 Subtotal	\$140.00 \$2,030.00
Staging				
MF-SRV-INS	MapFlex Server Staging	1	\$3,780.00	\$3,780.00
950852	Front Room Equipment Staging - Per Position	3	\$350.00	\$1,050.00
950853	Back Room Equipment Staging - Per Cabinet	1	\$2,450.00	\$2,450.00
			Subtotal	\$7,280.00



Project Survey				
950100	Project Survey (per Site)	1	\$2,100.00	\$2,100.00
960575	Living Expense per Day per Person	3	\$280.00	\$840.00
960580	Travel Fee per Person	1	\$1,750.00	\$1,750.00
			Subtotal	\$4,690.00
Installation				
950104	Professional Services (per Day)	6	\$2,100.00	\$12,600.00
960575	Living Expense per Day per Person	8	\$280.00	\$2,240.00
960580	Travel Fee per Person	1	\$1,750.00	\$1,750.00
P10121	Remote MapFlex Configuration	1	\$2,100.00 Subtotal	\$2,100.00 \$18,690.0 0
Pre-Cutover Services			Subtotal	710,030.00
950400	Pre-cut Verification	1	\$2,100.00	\$2,100.00
960575	Living Expense per Day per Person	3	\$280.00	\$840.00
960580	Travel Fee per Person	1	\$1,750.00 Subtotal	\$1,750.00 \$4,690.00
Post-Cutover Services			Judiotai	44,050.00
				40
950500	Post-Cutover Services	1	\$2,100.00	\$2,100.00
960575	Living Expense per Day per Person	3	\$280.00	\$840.00
960580	Travel Fee per Person	1	\$1,750.00 Subtotal	\$1,750.00 \$4,690.00
Call Taker and Admin Training				***************************************
960780	Power 911 Administrator Training	1	\$2,100.00	\$2,100.00
960801	Power 911 User Training	1	\$2,100.00	\$2,100.00
960575	Living Expense per Day per Person	4	\$280.00	\$1,120.00
960580	Travel Fee per Person	1	\$1,750.00 Subtotal	\$1,750.00 \$7,070.00
CCS Training				
P10087	CCS Training	1	\$2,100.00	\$2,100.00
960575	Living Expense per Day per Person	3	\$280.00	\$840.00
960580	Travel Fee per Person	1	\$1,750.00 Subtotal	\$1,750.00 \$4,690.00
Project Management Services				• •
950510	Project Management Services	1	\$4,648.15	\$4,648.15
	. Toject mingelier oc rees		Subtotal	\$4,648.15
TXT29-1-1 Recurring Services				
	ITC Coming /Mangable/ Wood 4	45	6310.00	¢2 F20 00
P10064	ITS Service (Monthly) Year 1 TVT30 1 1 Integrated with Revues 011 Monthly requiring for nor	12	\$210.00 \$113.75	\$2,520.00 \$1,365.00
P10064	TXT29-1-1 Integrated with Power 911 Monthly recurring fee per	12 12	\$113.75	\$1,365.00
	ITS Service (Monthly) Year 2 TXT29-1-1 Integrated with Power 911 Monthly recurring fee per	12	\$210.00 \$113.75	\$2,320.00
ITXTMRF2	ITS Service (Monthly) Year 3	12	\$210.00	\$2,520.00
P10064 ITXTMRF2	TXT29-1-1 Integrated with Power 911 Monthly recurring fee per	12	\$113.75	\$1,365.00
P10064	ITS Service (Monthly) Year 4	12	\$210.00	\$2,520.00
ITXTMRF2	TXT29-1-1 Integrated with Power 911 Monthly recurring fee per	12	\$113.75	\$1,365.00
TIATIVIAL &	Wien-T-T Hitchigton Aith Lower Dat Mouthly Leconting toe her		Y = 4-017 0	41,505.00

P10064	ITS Service (Monthly) Year 5	12	\$210.00	\$2,520.0
ITXTMRF2	TXT29-1-1 Integrated with Power 911 Monthly recurring fee per	12	\$113.75	\$1,365.0
			Subtotal	\$19,425.0
ECATS Recurring Services				
P10136	One year Power ECaTS access contract per PSAP Year 1	1	\$1,344.00	\$1,344.0
P10123	Tier 2 One year Power ECaTS service contract per PSAP Year 1	1	\$2,973.60	\$2,973.60
P10136	One year Power ECaTS access contract per PSAP Year 2	1	\$1,344.00	\$1,344.0
P10123	Tier 2 One year Power ECaTS service contract per PSAP Year 2	1	\$2,973.60	\$2,973.6
P10136	One year Power ECaTS access contract per PSAP Year 3	1	\$1,344.00	\$1,344.0
P10123	Tier 2 One year Power ECaTS service contract per PSAP Year 3	1	\$2,973.60	\$2,973.6
P10136	One year Power ECaTS access contract per PSAP Year 4	1	\$1,344.00	\$1,344.0
P10123	Tier 2 One year Power ECaTS service contract per PSAP Year 4	1	\$2,973.60	\$2,973.6
P10136	One year Power ECaTS access contract per PSAP Year 5	1	\$1,344.00	\$1,344.0
P10123	Tier 2 One year Power ECaTS service contract per PSAP Year 5	1	\$2,973.60	\$2,973.6
			Subtotal	\$21,588.0
Software Subscription				
950999/SUB1	Software Subscription Service - 1 Year/Position Year 1	3	\$2,100.00	\$6,300.00
950999/SUB1	Software Subscription Service - 1 Year/Position Year 2	3	\$2,100.00	\$6,300.0
950999/SUB1	Software Subscription Service - 1 Year/Position Year 3	3	\$2,100.00	\$6,300.0
950999/SUB1	Software Subscription Service - 1 Year/Position Year 4	3	\$2,100.00	\$6,300.0
950999/SUB1	Software Subscription Service - 1 Year/Position Year 5	3	\$2,100.00	\$6,300.0
35033370032	Solitare Subscription Service 11 Yeary Toshion Year S		Subtotal	\$31,500.0
Software Protection and Remote Tech				
Software Protection and Remote Tech				
950999/PRO1	Software Protection and Remote Technical Support - 1	3	\$840.00	\$2,520.00
950999/PRO1	Software Protection and Remote Technical Support - 1	3	\$840.00	\$2,520.00
950999/PRO1	Software Protection and Remote Technical Support - 1	3	\$840.00	\$2,520.0
950999/PRO1	Software Protection and Remote Technical Support - 1	3	\$840.00	\$2,520.00
			Subtotal	\$10,080.00
Hardware Protection				
950999/HPSA1	Hardware Protection Stand Alone System - 1 Year/Position Year 2	3	\$560.00	\$1,680.00
950999/HPSA1	Hardware Protection Stand Alone System - 1 Year/Position Year 3	3	\$560.00	\$1,680.00
950999/HPSA1	Hardware Protection Stand Alone System - 1 Year/Position Year 4	3	\$560.00	\$1,680.00
950999/HPSA1	Hardware Protection Stand Alone System - 1 Year/Position Year 5	3	\$560.00	\$1,680.00
			Subtotal	\$6,720.00
Antivirus Recurring Fees				
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 1	11	\$88.20	\$970.20
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 2	11	\$88.20	\$970.20
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 3	11	\$88.20	\$970.20
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 4	11	\$88.20	\$970.20
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 5	11	\$88.20	\$970.20
			Subtotal	\$4,851.00
Sentry Monitoring Service				
915137	Sentry Monitoring per Node per Year Year 1	15	\$168.00	\$2,520.00
915137	Sentry Monitoring per Node per Year Year 2	15	\$168.00	\$2,520.00
915137	Sentry Monitoring per Node per Year Year 3	15	\$168.00	\$2,520.00
				\$2,520.00
915137	Sentry Monitoring per Node per Year Year 4	15	2108.00	22.320.00
915137 915137	Sentry Monitoring per Node per Year Year 4 Sentry Monitoring per Node per Year Year 5	15 15	\$168.00 \$168.00	\$2,520.00



Maintenance Services

Model#	Description	Qty	Selling Price	Total Price
	Sentry Monitoring			
	Sentry Monitoring Year 1			
	915137 Sentry Monitoring per Node per Year	1	\$168.00	\$168.00
-			Subtota	\$168.00
	Sentry Monitoring Year 2			1,000,000,000,000,000
	915137 Sentry Monitoring per Node per Year	1	\$168.00	\$168.00
			Subtotal	\$168.00
	Sentry Monitoring Year 3			
	915137 Sentry Monitoring per Node per Year	1	\$168.00	\$168.00
			Subtotal	\$168.00
	Sentry Monitoring Year 4			
	915137 Sentry Monitoring per Node per Year	1	\$168.00	\$168.00
			Subtotal	\$168.00
	Sentry Monitoring Year 5			
	915137 Sentry Monitoring per Node per Year	1	\$168.00	\$168.00
			Subtotal	\$168.00

Optional Items and Services, to be discussed

Model#	Description	Qty	Selling Price	Total Price
Additional Positions				
914114/ADD	Portable 9-1-1 Position	1	\$21,840.00	\$21,840.00
913152	Power 911 Add-On Recorder for Radio (ITRR)	1	\$546.00	\$546.00
MF-DMS	MapFlex 9-1-1 Client License	1	\$3,999.45	\$3,999.45
E10154	ELM Class 2 System license (Workstation and IP agent)	1	\$168.00	\$168.00
960103	Network Cabling	1	\$350.00	\$350.00
950852	Front Room Equipment Staging - Per Position	1	\$350.00	\$350.00
950104	Professional Services (per Day)	1	\$2,100.00	\$2,100.00
960575	Living Expense per Day per Person	1	\$280.00	\$280.00
950999/SUB1	Software Subscription Service - 1 Year/Position	5	\$2,100.00	\$10,500.00
950999/PRO1	Software Protection and Remote Technical Support - 1	4	\$840.00	\$3,360.00
950999/HPSA1	Hardware Protection Stand Alone System - 1 Year/Position	4	\$560.00	\$2,240.00
			Subtotal	\$45,733.45