

**CITY OF SANTA ROSA
GENERAL SERVICES AGREEMENT
WITH DAY MANAGEMENT CORPORATION
DBA DAY WIRELESS SYSTEMS
AGREEMENT NUMBER F000913**

This "Agreement" is made as of this ____ day of _____, 2015, by and between the City of Santa Rosa, a municipal corporation ("City"), and Day Management Corporation dba Day Wireless Systems, an Oregon Corporation, ("Contractor").

RECITALS

A. City desires to contract for the maintenance and repairs of City-wide radios and related electronic equipment according to the specifications, terms and conditions of Request for Proposals (RFP) 14-34 dated October 27, 2014.

B. City desires to retain a qualified contractor to conduct the services described above in accordance with the terms of this Agreement.

C. Contractor represents to City that it is fully qualified to conduct the services described above.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to City the services described in Exhibit A. Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. TIME FOR PERFORMANCE

The services described herein shall be provided commencing as of the date above and continuously thereafter through the term of the Agreement. Contractor shall devote such time and effort to the performance of services as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

3. STANDARD OF PERFORMANCE

Contractor shall perform all services required under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's occupation in California. All products and services of whatsoever nature that Contractor provides to City pursuant to this Agreement shall conform to the standards of quality normally observed by persons currently practicing in Contractor's occupation, and shall be provided in accordance with any schedule of performance specified in Exhibit A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, at any time during the term of this Agreement, desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

4. COMPENSATION

The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in Exhibit A shall not exceed the total sum of \$209,826.14. The Chief Financial Officer is authorized to pay all proper claims from Various Charge Numbers.

5. BILLABLE RATES, PAYMENTS TO CONTRACTOR

a. Billable Rates. Contractor shall be paid for the performance of services as set forth in Exhibit A.

b. Payments. Payments will be delayed where Contractor fails to provide the information required under subsection c.1 below or fails to comply with the insurance requirements in Attachment One to this Agreement. In no event shall the City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Invoices. Payment will be made on a calendar-month basis in arrears. Invoices shall be submitted to the person and address specified in the Agreement, bid, or purchase order. In the event this Agreement becomes effective or terminates during the course of a month, the amount paid to the Contractor for the partial month shall be determined by prorating the amount on the basis of the number of calendar days involved. Processing of payment will be delayed for Contractor's failure to include reference to Agreement (including number) on the invoice **and for failure to maintain current insurance information with the City in accordance with insurance requirements hereunder.** In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in the Contractor's invoice. Invoices for services provided in June or for any services not previously invoiced shall be submitted within 10 working days after June 30 to facilitate City fiscal year end closing. Failure to comply with this invoice submission requirement may delay payment.

In connection with any cash discount specified in the bid response, if applicable, or Contractor's Proposal, time will be computed from the date correct invoices are received by the person and address specified in the Agreement, bid, or purchase order. For the purpose of earning the discount, payment is deemed to be made on the date of mailing

of the City warrant or check. All invoices shall contain the following information:

1. Contractor name and remittance address
2. Date of invoice issuance
3. Amount of invoice
4. City purchase order or Agreement number
5. Identification of Agreement or purchase order line item(s) (if multiple lines) and description of services provided
6. Date of completion of services
7. Detail of costs, including labor, materials, tax, etc.

d. **Business Taxes.** Contractor shall pay to the City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

6. TERM, SUSPENSION, TERMINATION

a. The term of this Agreement shall be for two years, commencing on the date it is made above. City and Contractor may, upon mutual written agreement of both parties, extend this Agreement for up to one 5-year extension, two 2-year extensions plus one 1-year extensions, five 1-year extensions, or any combination of extensions not exceeding a total of five years.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Contractor. If City gives such notice of termination, Contractor shall immediately cease rendering services pursuant to this Agreement. If City terminates this Agreement, City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination. In this regard, Contractor shall furnish to City such information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement.

7. TERMINATION OF AGREEMENT FOR DEFAULT

If at any time 1) Contractor fails to conform to the requirements of this Agreement; 2) Contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Contractor which may interfere with the performance of this Agreement; or 4) Contractor has failed to supply an adequate working force, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of this Agreement, which default is not fully corrected or remedied to the reasonable satisfaction of City within ten (10) days following the date a written notice thereof by City, then City shall have the right and power, at its option and without prejudice to any other rights or remedies it may have, to immediately terminate this Agreement. Any cost or expense incurred by City arising out of Contractor's breach or default hereunder, and for City's

enforcement of these rights, shall be the obligation of Contractor and may, at City's discretion, be deducted from any amounts that may then be owing to Contractor under this Agreement, without any release or waiver of any other rights or remedies in law or equity to which City may be entitled.

8. INDEMNIFY AND HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend and hold harmless City and its employees, officials, and agents, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where the same results from or arises out of the performance of this Agreement by Contractor, its officers, employees, agents, or sub-contractors, excepting only that resulting from the sole, active negligence or intentional misconduct of City, its employees, officials, or agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employees' benefits acts. The provisions of this Section 8 shall survive any expiration or termination of this Agreement.

9. INSURANCE REQUIREMENTS

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this Agreement by Contractor, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the City pursuant to Section 11 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in Attachment One.

10. LEGAL REQUIREMENTS AND PERMITS

Contractor represents and warrants that Contractor has all licenses, permits, City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its occupation and provide services under this Agreement. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee

performing work covered by Labor Code Section 1720 et seq.; (iii) OSHA; and (iv) the Immigration Reform and Control Act of 1986. Contractor shall, if requested by City, provide certification and evidence of such compliance. If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

11. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not subcontract or assign any right or obligation under this Agreement without the written consent of the City. Any attempted or purported subcontract or assignment without City's written consent shall be void and of no effect. No right under this Agreement, or claim for money due or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Agreement or any part thereof and Contractor hereby agrees to indemnify and hold City harmless against any and all such claims. In the event Contractor obtains the prior written consent of City to assign monies due or to become due under this Agreement, Contractor shall provide City a copy of the instrument of assignment duly executed by Contractor, which shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work. Upon notice and request by the City, Contractor shall promptly remedy, to include termination of any subcontract as appropriate and necessary, any default or failure to perform in a satisfactory manner the work undertaken by any subcontractor. Contractor shall be fully responsible and accountable to the City for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by them, to the same extent that Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

12. BINDING EFFECT

This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the parties, subject to the provisions of Section 11, above.

13. RETENTION OF RECORDS

Contractor shall be required to retain any records necessary to document the charges for the services to be performed under this Agreement and make such records available to the City for inspection at the City's request for a period of not less than four (4) years.

14. ENTIRE AGREEMENT

This document, including all Exhibits and Attachment One, contains the entire agreement between the parties and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Contractor, and by

City, in accordance with applicable provisions of the Santa Rosa City Code.

15. SEVERABILITY

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. WAIVER

Neither City acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

17. ENFORCEMENT OF AGREEMENT

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court located in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

18. CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor and Contractor's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

19. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be

accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 19 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

20. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City

Brandalyn Tramel
Purchasing Agent
635 First Street, 2nd Floor
Santa Rosa, California 95404
Phone: (707) 543-3706
Fax: (707) 543-3703

Contractor

Michael Lewis
Service Manager
4728 East 2nd St. Ste. 10
Benicia, CA 94510
Phone: (707) 746-5920
Fax: (707) 746-5924
Email: mlewis@daywireless.com

21. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the City that it is (a) a duly organized and validly existing corporation, formed and in good standing under the laws of the State of Delaware, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

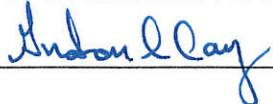
CONTRACTOR:

Name of Firm: Day Management Corporation
dba Day Wireless Systems, an Oregon
Corporation

TYPE OF BUSINESS ENTITY (check
one):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Signatures of Authorized Persons:

By: 

Print Name: Gordon D. Day

Title: President

By: 

Print Name: Mark Hough

Title: CFO

City of Santa Rosa Business Tax Cert. No.

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A – Contractor’s Bid Response Documents

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: John Sawyer

Title: Mayor

APPROVED AS TO FORM:


Office of the City Attorney

ATTEST:

City Clerk

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
GENERAL SERVICES AGREEMENTS**

A. Insurance Policies: Contractor shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

| Insurance | Minimum Coverage Limits | Additional Coverage Requirements |
|---|---|--|
| 1. Commercial general liability | \$ 1 million per occurrence \$ 2 million aggregate | Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence. |
| 2. Business auto coverage | \$ 1 million | ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, then hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage. |
| 3. Workers' compensation and employer's liability | \$ 1 million | As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors. |

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity in accordance with the policy provisions.
2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,

- b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- C. **Verification of Coverage and Certificates of Insurance:** Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.
- D. **Other Insurance Provisions:**
 - 1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
 - 2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
 - 3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
 - 4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
 - 5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ORIGINAL

Maintenance and Repair of Radio Equipment

Proposal for:

City of Santa Rosa



Presented by:

Michael Lewis
Service Manager
Day Wireless Systems
4728 East 2nd Street
Benicia CA 94510
707-746-5920

December 2, 2014

TABLE OF CONTENTS

| | | |
|-----------|---|-----------|
| A. | Letter of Transmittal | 1 |
| B. | Executive Summary | 2 |
| C. | Company Background, Experience and Capability..... | 3 |
| | Mission Statement | 3 |
| | Company Profile | 3 |
| | Safety Focus..... | 4 |
| | Financial Status..... | 4 |
| | Benicia Service Center Profile..... | 4 |
| | Customer References | 6 |
| D. | Technical Understanding..... | 7 |
| | Test Equipment..... | 7 |
| | Infrastructure Project Examples | 8 |
| | Minimum Requirements | 9 |
| E. | Maintenance Agreement..... | 10 |
| F. | Work Plan and Schedule..... | 13 |
| | Customer Responsibilities | 13 |
| | Day Wireless Systems Warranty Policy | 14 |
| G. | Cost Proposal..... | 16 |

The design, technical, and cost information furnished with this proposal is to be considered intellectual property of Day Wireless Systems. Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those employed by the client required to evaluate the proposal, without the express written permission of Day Wireless Systems.



December 1, 2014

Valerie Shatto
Purchasing Office
635 First Street, 2nd Floor
Santa Rosa CA 95404

Ms. Shatto:

Day Wireless Systems is pleased to offer this proposal for Maintenance and Repair of Radio Equipment per your RFP 14-34. We have reviewed the provisions of the RFP and can adhere to the requirements. Our technical and business capabilities in RF system maintenance are of the highest caliber and we are confident of meeting your needs.

You can rely on quality technical support from us. We are the largest wireless integrator in the West and a Certified Service Center per rigorous review by the Electronic Technicians Association, International. We are capable of servicing the various brands in your inventory and we are a Service Elite Specialist for Motorola, as well as the largest Motorola channel partner in the USA.

Authorized to contractually obligate our company are Gordon D. Day, President, and Brent McGraw, Vice President.

Your contact person for this work will be:

Michael Lewis, Service Manager
Day Wireless Systems
4728 East Second Street
Benicia CA 94510
707-746-5920 tel
707-746-5924 fax
mlewis@daywireless.com

We acknowledge the proposal is valid 120 days from due date.

Your mission critical work is important to us and we look forward to providing the best in RF technical services.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brent McGraw", is written over a light blue horizontal line.

Brent McGraw
Vice President
Day Wireless Systems

A. Letter of Transmittal

December 1, 2014

Valerie Shatto
Purchasing Office
635 First Street, 2nd Floor
Santa Rosa CA 95404

Ms. Shatto:

Day Wireless Systems is pleased to offer this proposal for Maintenance and Repair of Radio Equipment per your RFP 14-34. We have reviewed the provisions of the RFP and can adhere to the requirements. Our technical and business capabilities in RF system maintenance are of the highest caliber and we are confident of meeting your needs.

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Authorized to contractually obligate our company are Gordon D. Day, President, and Brent McGraw, Vice President.

Your contact person for this work will be:

Michael Lewis, Service Manager
Day Wireless Systems
4728 East Second Street
Benicia CA 94510
707-746-5920 tel
707-746-5924 fax
mlewis@daywireless.com

We acknowledge the proposal is valid 120 days from due date.

Your mission critical work is important to us and we look forward to providing the best in RF technical services.

Sincerely,

Brent McGraw
Vice President
Day Wireless Systems

B. Executive Summary

Day Wireless Systems is pleased to offer the following proposal to City of Santa Rosa for Maintenance and Repair of Radio Equipment per RFP 14-34. The proposal will be to provide qualifications and pricing to meet the needs of the City's radio communications system.

We propose to provide the services and parts described in your request. Our proposal is compliant with the requirements in the Scope of Work and also in the technical and safety qualifications required. Since 1969 we have provided quality RF technical services. We support Motorola, Kenwood, Bendix-King and Icom equipment and have access to the parts and equipment for maintenance on these brands.

Your system and equipment are completely within our technical capability. We take no exceptions to your RFP. The City will benefit from:

- Local Bay Area office
- ETA and FCC certified technicians
- ETA Certified Service Center status
- Motorola Elite Service Specialist status
- Professional test equipment, service facility and service vehicles
- Extensive experience in maintenance of mission critical public safety systems
- Largest Motorola outlet in the USA
- Largest wireless integrator in the West
- Excellent, long-term business stability

Since 1969, Day Wireless has been providing professional communications services. Important to ask is who will be your supplier 10 or 15 years from now? With our lengthy stability and ample resources, Day Wireless will be an excellent long term partner with the City.

When the City of Santa Rosa is ready to proceed, Day Wireless is able to provide this service solution in a prompt manner.

We look forward to working with you on this important communications project.

C. Company Background, Experience and Capability

Mission Statement

We are committed to providing cutting edge wireless technology to increase productivity and exceed the customer's expectations, thus creating financial growth and opportunities for our customers, employees and company.

Company Profile

Day Wireless Systems is a premier provider of wireless solutions for voice, data, and video. The company designs, installs, and supports systems for government, public safety, healthcare, commercial, and education customers.

Founded in 1969, the company is based in the Portland, OR metro area and now operates from 24 locations in three Western States. The company has more than 300 employees including 150 technical staff made up of engineers, senior technicians and skilled installers.

The company is privately held and led by third generation family members. Day Wireless Systems is affiliated with Reliance Connects, a telephone company founded in 1905 with operations in Oregon and Nevada.

We are one of the largest wireless service organizations in the USA and a major provider of the leading brands in wireless system applications. Day Wireless Systems is the largest outlet for Motorola in the USA.

Solutions provided include:

Wireless LAN and WAN
Microwave
Radio and Paging
Mobile Data and GPS

Dispatch Consoles
Wireless Video
Control and Monitoring
Distributed Antenna Systems

Services provided include:

System Design
Audits, Surveys, Propagation Studies
Maintenance Programs
Site Management

Site Construction
Rentals
FCC Licensing
RF Safety Studies

Day Wireless Systems general office:
4700 SE International Way
Milwaukie OR 97222
503-659-1240

Safety Focus

Safety is a primary company goal. It is our goal to provide a safe work environment for both the company and the customer by reducing injury and risk liability. Day Wireless Systems has a full-time safety specialist with more than 15 years' experience. A company safety manual details the many elements of the safety plan. Training occurs for every new employee with annual refresher sessions for all technicians. All relevant OSHA and FCC regulations are met or exceeded.

Safety topics include:

- Confined space procedures
- Hazardous materials
- Tower climbing and rescue
- MSDS use
- RF emissions
- Fall protection
- First aid and CPR
- Electrical handling procedures

Day Wireless Systems has a strict zero-tolerance drug and alcohol policy.

For more company information visit our website: www.daywireless.com

Financial Status

Day Wireless Systems is a dba of US Mobile Wireless Communications, Inc. Our tax ID is 33-0694900. Our DUNS is 93-369-5991.

Upon award any certificates of insurance will be issued. We maintain General Liability, Professional Liability and Workman's Compensation insurance.

Benicia Service Center Profile

The regional office for Day Wireless in Northern California is centrally located in Benicia and is a fully equipped wireless service shop.

We provide a 24 hour live answering service that will promptly connect a service all after normal business hours to a qualified technician:

24 hour telephone service: 707-746-5920

Our Northern California Service Manager is Michael Lewis. The California Operations Manager is Joe Carrillo.

We have outstanding, experienced RF technicians and installers on staff who hold ETA and FCC certifications:

- Jerry Kornbau
- Dean Rice

- Ron McClinton
- Brian Johnson

In addition to our regional service team, we have more than 100 RF technicians in the West so the City will never be without qualified technical staff when someone is out sick or on vacation. Although these certifications are not normally required, we believe by training and certifying our technical staff it allows you to have additional piece of mind. Our size, investment and training allow us to be your complete communications system integrator.

We provide all services from tower construction to RF design to service and installation.

Benicia regional office with full complement of RF technicians, calibrated test instruments, and parts inventory.



Professional vehicles equipped with test equipment, parts and supplies to provide service where needed.

Customer References

Petaluma PD

969 Petaluma Blvd
Petaluma, CA 94953
Marlin Christensen
707-778-4368
In contract since June 2001
Monthly contract \$1,723.82

Valero

3300 Bayshore Road
Benicia, CA 94510
Greg Alton
707-745-7221
In contract since October 1998
Monthly contract of \$4,953.55

Benicia PD

250 E L Street
Benicia, CA 94510
Doc Uhlman
707-319-7986
In contract since February 2010
Monthly contract \$550.00

Other area references include:

Vallejo PD

111 Amador Street
Vallejo, CA
Elisia Thomas
707-648-4448

CCCTA

2477 Arnold Industrial Way
Concord, CA 94520
Mike Foley
925-676-1976

D. Technical Understanding

We have reviewed the City equipment list and locations and are completely confident in our understanding of the work to be done and our ability to meet your requirements.

Day Wireless is pleased to note that our Benicia office is a Certified Service Center as awarded by the Electronics Technician Association (ETA). Achieving CSC status requires that we meet high standards for technical ability, business operations, safety, ethics and customer service. It requires that we have ETA certified technicians and an ETA certified service manager. It means clean, organized and professional technical spaces and service vehicles with calibrated test equipment.

The ETA group is widely respected for its quality initiatives throughout the electronics industry worldwide. You can learn more at www.eta-i.org.



Test Equipment

All the following test equipment is available to support our customer requirements:

- Test radios: various Motorola, Kenwood, Icom, BK
- T1 Test Set: Sunrise Telecom, T-Bird
- Cable and antenna sweep: Anritsu SiteMaster S8100, SiteMaster 331D
- Anti-static bench-floor mat – wrist strap
- Harris brand lineman test set
- Motorola and ACT brand battery analyzers
- Cleaning solvents (alcohol, air, plastic cleaner)
- Communications Service Monitors: R2670, R2600, IFR2975, R2200, R2410
- Laptops: Dell Latitude 510 and 520
- Desktop PC: various Dell models
- Fluke brand digital VOM
- Motorola brand distortion analyzer (SINAD AC VM)
- HP brand dual trace O'scope triggered-time delay
- Various dummy load kits (Tx 100 W, 50 Ohms)
- FM deviation meter integrated with service monitors
- Frequency counter (1 GHz): HP models, Marconi models
- Hex nut drivers, wrenches and Torx drivers
- IC extraction tool
- Various brands isolation transformer
- RF generator and RF signal level meter integrated with service monitors
- Software – Motorola, Icom, Kenwood, many others
- Weller Brand soldering-desolder station
- Numerous test antennas – all bands
- Numerous test cables and adaptors

Day Wireless has provided skilled RF services since 1969. In our Benicia service center we have more than 42 years of experience between four 4 technicians. Three of our technicians are Certified Electronic Technicians (CET) per ETA testing.

Our shop technicians have over 15 years of knowledge with Bendix-King and ICOM equipment and are certified service outlets for Motorola and Kenwood. Additionally, we have one technician certified in A+ technology and all four technicians have attended network training presented by Motorola.

Our experience with RF service is vast with several actively maintained customers:

- Petaluma Police Department
 - Gold Elite console, 6 position
- Vallejo Police Department
 - Gold Elite console, 6 position
- Benicia Police Department
 - Gold elite console, 3 position

To support FCC rule we have a dedicated 3 person team in our general office that are FCC specialists. More than 100 governmental agencies in the West use our FCC services. In addition we have an FCC specialist attorney on retainer in Washington DC as needed for customer support issues.

Day Wireless Systems is an active member of the Board of Directors of the Enterprise Wireless Association which supports private wireless issues nationally and before the FCC.

Infrastructure Project Examples

Fixed radio infrastructure console examples include:

- Veterans Affairs San Francisco with an installed Motorola MCC7500 console with
- Veterans Sacramento Mather Hospital Motorola MCC5500 console with remote sites
- Fort Hunter Naval Facility Motorola MCC 7500 console

With projects occurring throughout the West, we have literally hundreds to reference from recent years. Following is a representative selection from throughout our service area.

- Lawrence Livermore National Lab – design and replacement of digital and IP based WAN. Extensive use of Network Management System to handle zone controllers, network servers and management terminals via T1 and Ethernet links. Project completed in 2011 as partner for Motorola. Value \$500,000.
- Golden Gate National Recreational Area - deployment of wide-area, multi-node network composed of servers, management terminals and NMS managed via Ethernet links for Federal agency as partner with Motorola. Completed in 2011. Value \$350,000.
- Intuit Software – design and deployment of national, multi-nod digital IP based system for corporate operations and security. Project completed 2011. Value \$250,000.
- Santa Cruz Metro Transit - design and deployment of digital/IP based WAN for transit operations. Completed in 2011. Value \$630,000.

- Bay Area Rapid Transit - design and deployment of in-building wireless systems for multiple garage locations. Completed in 2009 – 2011. Value \$250,000.
- NASSCO / San Diego Gas - design and deployment of digital system for corporate operations. Completed 2010. Value \$750,000.
- Los Angeles Port Police - design and deployment of digital/IP based WAN for security operations. Partner with Motorola. Completed in 2012. Value \$2,700,000.
- Frontier TeleNet – design, implement, program and manager LAN/WAN covering rural Oregon counties for education, public safety and healthcare network. Upgrade completed 2012. Value \$9,600,000.
- TriMet - design, implementation and ongoing support for digital WAN system for public transportation utility. Project completed in 2008. Value \$3,100,000.
- Klamath Falls Sheriff – design and implementation of digital WAN. Completed in 2011. Value \$200,000.
- Thurston County 911 - design and installation of digital WAN for public safety. Project completed in 2012 as partner with Motorola. Value \$1,000,000.
- “Software” Company - design, deployment and maintenance of global digital WAN for corporate security plus more than one million feet of in-building wireless system. Project completed in 2010. Value \$1,000,000.
- “Semiconductor” Company – design, deployment and ongoing maintenance of digital WAN plus in-building wireless system for corporate operations. Primary phase completed in 2011 and project ongoing to meet continued expansion. Value \$500,000.
- Oregon Health and Science University – design and replacement of wide-area and in-building digital medical paging system. Completed 2010. Value \$1,000,000.
- Iberdrola Renewables – design and deployment of national, multi-node digital IP based system for corporate operations and safety. Project completed in 2012. Value \$250,000.
- Jefferson County 911 - design and deployment of wide-area digital/IP based system for public safety. Completed in 2011. Value \$350,000.
- Rio Virgin Telephone - design and deployment of municipal wireless MESH system for utility and city services over WiFi network. Completed in 2006. Value \$300,000.
- US Geological Service - design and deployment of three state digital WAN for data monitoring of volcano activity. Completed in 2011. Value \$730,000.

Minimum Requirements

We take no exceptions to the minimum requirements of the RFP scope of work.

E. Maintenance Agreement

Following is our standard agreement for maintenance services, subject to final negotiation per project requirements.

We find no limitations in the coverage described in the RFP.

Our system can supply an invoice copy along with service billing as required.



MAINTENANCE AGREEMENT

www.daywireless.com

| | | |
|--------------|-------|-----|
| FCC LICENSEE | | |
| | | |
| | | |
| COMPANY NAME | | |
| ADDRESS | | |
| CITY | STATE | ZIP |

| | | |
|-----------------------------|-----------------------------|--------------------------------|
| Company Number | | |
| <input type="checkbox"/> 03 | <input type="checkbox"/> 13 | <input type="checkbox"/> 18 |
| <input type="checkbox"/> 04 | <input type="checkbox"/> 15 | <input type="checkbox"/> 20 |
| <input type="checkbox"/> 11 | <input type="checkbox"/> 16 | <input type="checkbox"/> _____ |
| CUSTOMER NO. | SHOP NO. | |
| AGREEMENT DATE | CONTRACT NO. | |
| DATE MAINTENANCE BEGINS | TAX | |
| DATE MAINTENANCE ENDS | STATE | |
| NEGOTIATED BY | COUNTY CODE | |

NEW
 SUPERSEDE
 ADD/UPDATE
 DELETE
 CANCEL

BILLING PERIOD
 MONTHLY
 QUARTERLY
 SEMI ANNUAL
 ANNUAL

| NO. UNITS | DESCRIPTION | TYPE | PLACE OF SERVICE | MONTHLY FEES | |
|-----------|-------------|------|------------------|--------------|-------|
| | | | | PER UNIT | TOTAL |
| | | | | | |
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THE TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT ARE PRINTED ON THE SECOND PAGE

| CLIENT | | DAY WIRELESS SYSTEMS | |
|----------------------|----------------------|----------------------|--|
| FCC LICENSEE | DATE | | |
| WITNESS | WITNESS | | |
| _____ | _____ | | |
| AUTHORIZED SIGNATURE | AUTHORIZED SIGNATURE | | |

NOTE: Make sure the second page is initialed by the customer.



DAY WIRELESS SYSTEMS MAINTENANCE AGREEMENT

TERMS & CONDITIONS

1. **DEFINITIONS.** "DWS" shall mean Day Wireless Systems. "Licensee" shall mean and apply to the FCC Licensee, or the User, or the Purchaser of the equipment to be maintained by the terms of this agreement.

2. **PERFORMANCE OF MAINTENANCE.** DWS agrees to provide maintenance (as defined below) for the Licensee of the equipment described on the previous page of this agreement beginning and ending on the dates indicated in consideration of Licensee's payment of the monthly maintenance charges. Maintenance shall include the labor and parts required to repair equipment, which has become defective through normal wear and usage.

3. **MAINTENANCE STANDARDS.**

a. The equipment will be maintained by DWS in accordance with these standards: (I) Motorola parts of equal quality will be used; (II) oil, water, dust and foreign substances will be removed from the equipment; (III) the equipment will not be subject to mechanical abuse; (IV) the equipment will be maintained at the levels necessary to provide the required communication; (V) routine maintenance procedures will be followed; and (VI) all maintenance work will be done by qualified technicians. The equipment will be inspected and adjusted periodically and as often as required. Maintenance service does not insure uninterrupted operation of the equipment.

b. EXCEPT FOR THE FOREGOING, DWS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **TIME AND PLACE OF MAINTENANCE WORK.** Maintenance work on the base station and other fixed equipment shall be performed at the location of the equipment, and the Licensee shall furnish heat, light, and power at the locations. Mobile units and removable equipment shall be delivered by the Licensee to the place of service indicated on the previous page of this agreement.

5. **EXCLUSIONS.**

a. This agreement does not include maintenance of any transmission line, antennas, tower, or tower lighting, unless such work is described on the previous page of this agreement, such maintenance may be furnished upon request at mileage, materials, and labor rates prevailing at the time of each call.

b. Maintenance does not include the repair or replacement of equipment which has otherwise become defective, including, but not limited to, damage caused by accidents, physical abuse or misuse of the equipment, acts of God, fires, and does not include extensive maintenance or replacement of equipment due to interference, intermodulation, or other degrading signals causing poor service that the equipment is not designed to reject.

6. **PAYMENT.**

a. DWS shall invoice Licensee on a monthly, quarterly, semi annual or annual basis for all amounts due under this agreement. Licensee agrees that payment shall be made in ten (10) days after the date of the invoice.

b. Each invoice shall be due and payable whether or not the equipment is operating, and DWS may terminate this agreement by giving Licensee ten (10) days notice by certified mail if the Licensee defaults in its payment to DWS.

7. **FCC RECORDS.** Application and statements of fact when required by the Federal Communications Commission must be subscribed and sworn to by the Licensee, and the Licensee is responsible for meeting FCC requirements. However, DWS will provide the Licensee with forms, advice, and technical assistance, including frequency, modulation and power measurements, to aid in meeting those requirements.

8. **INTERRUPTION OF SERVICE.** The Licensee shall notify DWS in the event of the failure or malfunction of the unit. If DWS fails to repair the unit within a reasonable time, the Licensee shall notify the Headquarters Office in writing. After said notice from the Licensee to the Headquarters Office, DWS shall be liable for any interruption or interference affecting the use of or transmission through the equipment maintained to the extent of a pro rate

allowance based on the monthly maintenance fee for the time such interruption or interference is attributable to the fault of DWS.

9. **FORCE MAJEURE.** DWS shall not be responsible for any damages, delay in performance or failure to perform under this Agreement if such damage, delay in performance, or failure to perform is caused by any acts or omissions of Licensee, fire, strike, or other labor disputes, embargo, government regulations or requirements (legislative, judicial, military or otherwise), power failure, electrical power surges or current fluctuations, lightning strike, flood war, water, the elements, or other forces of nature, delays or failures of transportation, equipment shortages, suppliers' failures or other causes beyond its reasonable control, whether or not similar to the foregoing.

10. **AUTOMATIC RENEWAL.** After the "Date Maintenance Ends" indicated on the previous page of this agreement, this agreement shall continue for successive additional periods of 1 month, provided that either DWS or the Licensee may terminate this agreement on the "Date Maintenance Ends" or thereafter upon 30 days written notice to the other party sent by certified mail to the address indicated herein.

11. **WAIVER.** Failure or delay on the part of DWS to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

12. **PRIOR NEGOTIATIONS.** This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations, and agreements.

13. **AMENDMENT.** No revision of this agreement shall be valid unless made in writing and signed by a General Manager or corporate officer of DWS and an authorized agent of the Licensee.

14. **CONTROLLING LAW.** The parties agree that the terms of this Agreement shall be interpreted in accordance with the laws of the state of Oregon. Licensee agrees that venue of any action to enforce this Agreement shall be in Multnomah County, Oregon.

15. **WAIVER OF BREACH.** The waiver by DWS of any term under this Agreement is not a waiver of any other term or the waiver of the same term at any other time.

16. **NOTICES.** Any notice required or permitted to be given under any of the provisions of this Agreement or governing law shall be given in writing and either hand delivered or sent by certified first class mail, postage prepaid, to the Licensee's address on the face of this Agreement and to DWS at 4700 SE International Way, Milwaukie, OR 97222.

17. **ATTORNEYS' FEES.** In the event DWS retains an attorney to compel compliance with the terms of this Agreement, DWS shall be entitled to recovery attorneys' fees, collection costs incurred, and any other associated fees and charges.

18. **SEVERABILITY.** If any portion of this Agreement is declared invalid, the remainder of this Agreement shall continue to be binding upon the parties.

19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between Licensee and DWS. This Agreement may be amended only by written instrument executed by both parties.

20. **LIMITATION OF LIABILITY.** In no event shall DWS be responsible to the Licensee for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof. DWS's liability to the Licensee, if any, shall in no event exceed the total amount paid hereunder to DWS by the Licensee.



| | |
|--------------------------------------|--------------------------|
| <p>_____</p> <p>CUSTOMER INITIAL</p> | <p>_____</p> <p>DATE</p> |
|--------------------------------------|--------------------------|

F. Work Plan and Schedule

It is understood that the City has the following vendor qualities in mind working with your radio system.

- Provide routine maintenance of current radio systems
- Preventive maintenance performed as required
- Certified technicians directly employed
- Able to provide replacement equipment
- Access to technicians 24x7 with prompt response
- Work with a contractor operating in clean professional facilities
- Professional service management and record keeping process
- General Liability insurance

After review of the City's system, we are confident we can meet the needs for maintenance with upgrade and replacement as needed.

Our approach is to understand your system and determine what work is needed to meet customary industry standards. From that we will prepare a work plan and schedule with coordination of the City. When approved, the work will begin.

We look forward to a meeting where we review this SOW and work to meet the City's project objectives.

Customer Responsibilities

To enable Day Wireless Systems to perform the tasks listed above, the City will need to provide the following:

- Timely access to facilities
- Project manager
- Documents describing the facilities

Estimated Schedule

Upon award, a schedule for the project will be worked out with the City. Day Wireless has the resources to promptly schedule and commence the work.

Should equipment or parts be ordered it is estimated that delivery will be 30 days from the date of order.

Day Wireless Systems Warranty Policy

Following is the warranty policy for Day Wireless Systems. No other warranty policy applies unless stated in writing and agreed to by Day Wireless Systems and the End User. Warranty is for product and for services provided.

Scope

Day Wireless Systems may provide material and service of its own, or may act as the provider of a supplied system to the End User. A system is defined as infrastructure product from Original Equipment Manufacturers (OEM) and services from Day Wireless Systems that are configured and installed to make a functioning system for the End User.

Equipment Warranty

Warranty for the OEM product is the responsibility of the specific OEM for each product in the system. OEM warranty begins on receipt of the equipment and invoice from the OEM, whether to the End User or to Day Wireless Systems on behalf of the End User. Warranty from an OEM is customarily one year, but may be more or less. The product must be returned to the OEM for repair or replacement per their specific warranty and the cost of freight to the OEM is borne by the End User. The OEM will normally pay for the cost of freight to return the product to the End User.

Cost of field service to assist the End User with in-warranty support of OEM product shall be borne by the End User. Such services may include: troubleshoot, repair if possible, remove and return product to the OEM, re-install, configure and optimize, update documentation and return the system to normal usage. Field services for OEM support are billed to End User on time and material at published service rates. Day Wireless Systems will notify the End User if the specific OEM provides reimbursement for in-warranty field services.

Services Warranty

Warranty for services and craftsmanship supplied by Day Wireless Systems is 12 months. Craftsmanship consists of the labor tasks such as defects in design, programming and installation performed to implement the system. This warranty begins on the date of a Certificate of Acceptance signed by the End User. Should the system be put into beneficial use by the End User prior to completion of a Certificate of Acceptance, the warranty for services and craftsmanship will begin on the date of beneficial usage.

Warranty for installation, repair service and related parts for mobile, portable and other basic subscriber equipment is 90 days from completion.

Day Wireless Systems can provide field support on a time and material basis at published service rates Monday – Friday, 8 am to 5 pm. Service is available after hours on an overtime rate of 1.5 time's normal rate. Services can also be supplied on a Maintenance Agreement with negotiated rates and priority handling.

Limitations

Total liability for Day Wireless Systems arising out of or related to this warranty is limited to the price of the supplied system. It is at the option of Day Wireless Systems to repair, replace or refund purchase price of the OEM product or supplied services. OEM warranty and craftsmanship warranty may be void if the system is altered, neglected or misused by End User or any third party.

Day Wireless Systems is not responsible for any ancillary product or service applied to the system

not supplied by Day Wireless Systems.

Day Wireless Systems is not responsible for defects due to weather, accident, or natural phenomena.

Day Wireless Systems has no authority to make warranty policy on behalf of the OEM and bears no liability for performance and specifications stated by the OEM.

G. Cost Proposal

Terms and Conditions

All work is based on Monday – Friday, 8 am to 5 pm except for 8:00 am to 5:00 pm seven days a week for transit system work.

Terms shall be Net 30. We offer no prompt pay discount. We accept check, transfer or ACH payment.

We will structure the City payment schedule as desired, and unless otherwise planned it will be as follows:

- Maintenance billed quarterly
- Equipment billed as received
- Services billed as performed

Work will begin upon issuance of a purchase order referencing this document with its Statement of Work and Financial Detail.

This quote will expire 120 days from the proposal date.

RFP cost page is provided following:

ATTACHMENT C

CONTRACT ITEMS/COST PROPOSAL

PART I MAINTENANCE

Descriptive data on the following equipment is contained in Attachment D, attached hereto. All prices are to be shown as a one (1) month charge. The quantity shown is an estimate of the City's current inventory in service. Prices must be shown for all contract items. The City reserves the option to add or remove contract items as needed. The type and quantity of radio equipment listed herein is an estimate only. The City will assist the contractor, if required, in verifying actual types and quantities of equipment to be serviced under the contract. However, the contractor will be responsible for the verification of location and actual count of the equipment. Such verification will be subject to approval by the City.

| Item | Quantity | Unit | Equipment Description | Monthly Amount | Total Monthly Amount |
|-------------|-----------------|-------------|---|-----------------------|-----------------------------|
| 1. | 20 | Ea | Repeaters | \$ 50.00 | \$ 1000.00 |
| 2. | 8 | Ea | Voters | \$ 21.83 | \$ 174.64 |
| 3. | 20 | Ea | Bases | \$ 9.50 | \$ 190.00 |
| 4. | 2 | Ea | Channel Bank | \$ 21.83 | \$ 43.66 |
| 5. | 2 | Ea | Microwave IDU Card | \$ 50.00 | \$ 100.00 |
| 6. | 2 | Ea | Microwave ODU Card | \$ 50.00 | \$ 100.00 |
| 7. | 1 | Ea | RX Multicoupler | \$ 12.00 | \$ 12.00 |
| 8. | 2 | Ea | Combiners | \$ 43.67 | \$ 87.34 |
| 9. | 1 | Ea | Nine Position Gold Elite Dispatch System. Including Server, Central Electronics Bank, Digital Interface Unit, Computer Interface Unit, CIEs (gray interface box @ 9 Comm Center workstations), Headset Connections and PTT Foot Pedals. | \$ 125.00 | \$ 1,125.00 |
| 10. | 4 | Ea | Receivers | \$ 21.83 | \$ 87.32 |
| 11. | 3 | Ea | Monitors | \$ 4.00 | \$ 12.00 |
| 12. | 4 | Ea | Informer Receivers | \$ 5.00 | \$ 20.00 |
| 13. | 6 | Ea | CommTech FS Model 10 – with Motorola Receiving End | \$ 30.00 | \$ 180.00 |

| | | | | | |
|-----|-----|----|---|---------|-------------------------|
| 14. | 48 | Ea | Desksets | \$ 5.00 | \$ 240.00 |
| 15. | 328 | Ea | Mobile Radios | \$ 4.50 | \$ 1,476.00 |
| 16. | 701 | Ea | Portable Radios | \$ 4.00 | \$ 2,804.00 |
| 17. | 68 | Ea | Minitor Pagers | \$ 2.00 | \$ 136.00 |
| 18. | 20 | Ea | David Clarke Intercom Systems (per vehicle). | \$ 8.00 | \$ 160.00 |
| | | | | | 7,947.96 |
| | | | | | Total Monthly Amount \$ |
| | | | | | 190,751.04 |
| | | | | | x 24 Months = \$ |

PART II – LABOR FOR REMOVALS AND INSTALLATIONS

| | | | | |
|-----|-----|----|---|-----------|
| 19. | N/A | Ls | Removal of mobile voice radio equipment | \$ 140.00 |
| 20. | N/A | Ls | Installation of mobile voice radio equipment | \$ 275.00 |
| 21. | N/A | Ls | Removal of mobile computing equipment | \$ 140.00 |
| 22. | N/A | Ls | Installation of mobile computing equipment | \$ 275.00 |
| 23. | N/A | Ls | Removal of cellular telephone car kit | \$ 95.00 |
| 24. | N/A | Ls | Installation of cellular telephone car kit | \$ 190.00 |

PART III – MODIFICATIONS OF RADIO SYSTEMS

| | | | | |
|-----|-----|-----|--|-----------|
| 26. | N/A | Hr. | Labor cost per hour | \$ 140.00 |
| 27. | N/A | % | Parts percentage of mark-up from cost. | % 18 |

PART IV – AFTER HOURS LABOR EXCLUDING EMERGENCY CALLS

| | | | | |
|-----|-----|-----|---------------------|-----------|
| 28. | N/A | Hr. | Labor cost per hour | \$ 185.00 |
|-----|-----|-----|---------------------|-----------|

PART V – LABOR FOR EMERGENCY CALL-OUT (1-HR RESPONSE TIME)

| | | | | |
|-----|-----|-----|---------------------|-----------|
| 29. | N/A | Hr. | Labor Cost Per Hour | \$ 185.00 |
|-----|-----|-----|---------------------|-----------|

Contractor: Day Management Corporation

Name: Brent McGraw

Title: VP of Operations

Signature: 