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Purchasing Contact

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Project Name: Lexington-Fayette County_ HW to SW Upgrade
Requested Install Date:

Quote Number: Q-25160.4
Quote Date: 1/30/2024, 12:35 PM
Quote Valid Through: 7/31/2024
Prepared By: Kurt Johnson

CONSOLE (OPERATOR) POSITION HARDWARE/SOFTWARE

Item #	Qty	Model Number	Description	Unit Price (USD)	Net Price (USD)
1	17.00	SFW-SCOUT-HW-UPG	Scout EX upgrade for ScoutCare customers with Hardware Media Workstations (HMWS). Customer responsible for decommissioning HMWS units. Customer required to provide a list of decommissioned HMWS serial numbers to Avtec. Scout EX upgrade option only for current ScoutCare customers.	\$7,378.00	\$94,069.50
2	21.00	ACCUSB-SPK-2	Avtec USB Dual Speaker Kit, Scout Software Media Workstation	\$1,162.00	\$18,301.50
3	16.00	ACCUSB-FSW-SING	USB PTT Footswitch Accessory, Software Media Workstation	\$323.00	\$3,876.00
4	26.00	ACCUSB-HJB-NENA	Avtec USB Headset/handset jack box (single jack), Integrates NENA phone at the operators position with Scout. Requires Scout version 4.9 or later running Software Media Workstation.	\$1,033.00	\$20,143.50
5	17.00	ACCUSB-HUB10	10 Port USB 3.0 Hub with Power Adapter. Mounting kit included. Installs on/under a desk, to a wall or DIN rail using the hardware & included DIN brackets. 3ft USB 3.0 cable included	\$464.00	\$5,916.00
6	2.00	ACCUSB-MIC	Avtec USB PTT Desk Microphone, Scout Software Media Workstation	\$776.00	\$1,164.00
			Subtotal		\$143,470.50

Console Equipment, Software, & Licensing Total:	\$143,470.50
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Avtec products include a 12-month warranty. The warranty covers hardware repairs, software defect fixes, and includes the ScoutCare program of Software Maintenance, Business hours remote support, 24x7 emergency support, and Technical Training. After the warranty period, Customer may renew ScoutCare and as an additional add-on ScoutCare HW.

SHIPPING, HANDLING, AND INSURANCE

Item #	Description	Price Each (USD)	Extended Price (USD)
9	SHIPPING, HANDLING, AND INSURANCE	\$863.00	\$863.00

PROFESSIONAL SERVICES AND
EXPENSES

Service Type	Net Price (USD)
Professional Services	\$4,000.00

Shipping and Professional Services Subtotal:	\$4,863.00
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Grand Total:	\$148,333.50
Prices shown in USD. Taxes Not Included	

Year 1

Item #	Qty	Model Number	Description	Unit Price (USD)	Net Price (USD)
1	1.00	SCOUTCARE-HARDWARE	ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare is a prerequisite for the Hardware Option to become effective.	\$3,293.40	\$0.00
					\$0.00

Grand Total Including ScoutCare:	\$148,333.50
Prices shown in USD. Taxes Not Included	

ScoutCare covers software maintenance, support services, and training. ScoutCare HW is a separate maintenance plan that provides no cost repairs on Avtec equipment and is only available if the software maintenance plan is purchased. Any ScoutCare coverage contracted at time of System purchase will guarantee no increase in price for the years covered. If ScoutCare coverage lapses, renewal requires a reinstatement fee.

Commercially reasonable efforts have been made to determine end user functionality and exact configuration requirements. Customer is responsible for reviewing and validating configuration. Change orders will be processed for additional out-of-scope material and labor, or other required deviations from quotation.

Notes

AVTEC will supply remote support, the remote support is to help with up to 2 upgrades

QUOTE TERMS AND CONDITIONS

Terms and Conditions of Offer

- This proposal is based on the requirements provided by the customer. We reserve the right to correct mathematical or other errors in the quotation.
- Final Acceptance of Sales Orders by Avtec, LLC. are subject to approved credit.
- Execution of a Statement of Work (SOW) is required prior to order acceptance, except for product purchases without services that are purchased under an existing Master contract executed by the customer.
- Change Orders must be processed for additional out-of-scope material and labor, or other required deviations from quotation.
- All quotations purchased under NASPO ValuePoint, GSA, or other Master Supply Agreement are subject to the applicable contract's terms and conditions and supersede any conflicting terms listed here.
- NASPO ValuePoint quotations that include Avtec on-site services include 2 labor days per person/per trip for travel to and from the site of performance.
- For any quotations specifying "Prepaid & Add" (PPD&ADD), Avtec pays the transportation charges and adds the charges to the invoice for reimbursement from the Customer.
- Customer shall pay all amounts due Avtec under this Agreement without deduction or offset in United States dollars (USD) by either (i) direct transfer of immediately available funds to Avtec's bank account designated by Avtec from time to time, or (ii) by delivery to Avtec of Customer's check drawn on a bank domiciled in the United States and backed by sufficient funds. Without limiting the generality of the foregoing, in no event may any payment due Avtec be made by credit card without prior express written authorization of Avtec.
- Software licenses purchased to expand an existing system with expired ScoutCare are ineligible for software defect fixes or ScoutCare services, unless ScoutCare is reinstated on the existing System. Contact Sales for additional information

Payment and Milestones

The Products and Services will be provided on a Fixed Price basis in accordance with the Sales Quotation. Avtec shall submit single line invoices to Customer that contain the full Product cost, shipping and applicable sales/use tax pursuant to the terms of this SOW. The total price, not including taxes, is \$148,333.50. The total price shall be invoiced to Customer in accordance with the following milestones:

PROJECT MILESTONES	Fee (US\$)
(100% of Hardware, Software, Licensing, and Shipping) Upon shipment of equipment to the "Ship To" location identified on the Purchase Order Net 30 days from invoice date.	\$144,333.50
(Professional Services) Upon System Acceptance Net 30 days from invoice date.	\$4,000.00
TOTAL	\$148,333.50

1. PO must reference these milestone payments to be accepted by Avtec.
2. If Customer does not issue purchase orders within its ordinary course of business, signing this SOW authorizes Avtec to begin work as outlined in the Sales Quotation and in this SOW. Customer represents and warrants that the total contract amount has been approved and appropriated for this project by its respective trustees, directors, and/or officers.

Taxes, Credit, Warranty, ScoutCare Pricing, and Returns

- **All sales/use taxes and duties are the responsibility of the customer. Quoted prices are exclusive of sales and use taxes.**
- Customer must self-remit use taxes and duties to the proper authorities, excepting Avtec will assess and remit sales and use taxes for Customer's convenience in the following states: AL, AR, AZ, CA, CO, CT, FL, GA, HI, IA, IL, IN, KS, KY, LA, MA, ME, MI, MN, MO, NC, NE, NJ, NY, OH, OK, PA, SC, SD, TN, TX, UT, VA, VT, WA and WI, unless a valid exemption certificate is provided in a timely fashion.
- Where the Customer is required to withhold taxes and duties from payments to Avtec, the Customer is responsible to notify Avtec and to work with Avtec to define method of tax and duty representation on the quote.
- If outstanding payments are past due, no additional credit or services will be extended to the Customer until all past due amounts have been received in full.
- Software licenses purchased to expand an existing system with expired ScoutCare are ineligible for software defect fixes or ScoutCare services, unless ScoutCare is reinstated on an existing system. Contact Sales for additional information.
- ScoutCare pricing on this quotation will be honored as a multi-year contractual commitment (up to 4 years from warranty expiration) when executed as part of the original system purchase. The cost for additional years may not be included in the Grand Total. Unless otherwise specified, payment may be made at time of initial sale, or annually prior to the expiration of each coverage period. ScoutCare is non-cancellable.
- Hardware returned for reasons other than defects incur a 25% restocking fee. Returned items must be in unused condition and in original packaging. Customer is responsible for return shipping, insurance, and transport charges. Software licenses can only be returned if determined to be materially defective under the terms of the license agreement.
- Products. Avtec will (a) sell hardware provided by Avtec ("Equipment"), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined herein) and licensed to Customer by Avtec for a perpetual or other defined license term ("Licensed Software"), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Avtec on a subscription basis ("Subscription Software") to Customer, to the extent each is set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as "Products", or individually as a "Product". At any time during the Term (as defined herein), Avtec may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.
- End of Support Period: Applies to hardware and software that can no longer be maintained by Avtec. Product end-of-life and other situations may arise that render Avtec unable to provide continuing support, even if the Product(s) is covered under a service contract.

Initials _____/_____

Avtec will make every effort to provide timely notice of hardware and software end-of-life and/or removal of support, however, notice will not impede Avtec's right to remove Product support.

- Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Avtec and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.
- For a multi-year ScoutCare Contract - The term of the Agreement is non-cancellable, and will be eligible for renewal at then current rates.
- **Avtec products include a 1 year hardware and software warranty as well as 1 year of ScoutCare maintenance. Warranty starts at system acceptance when Avtec performs full implementation services, or 90 days after shipment if customer performs implementation services. Warranty will start 90 days after shipment if only partial services are provided by Avtec. See warranty terms for more details.**

Notes and Design Assumptions

Customer accepts responsibility to procure, configure, install, terminate and test all networking infrastructure and cabling (even if Avtec provided), meeting the supplied Scout specifications, unless otherwise stated in the Scope of Work.

Notice: This system has been configured for IP recording only. In the event analog recording is desired, additional Outpost gateways may be required.

Scout supports multiple vendors' radio, telephony, and logging recorder systems via a direct IP interface, with varying capabilities. Visit www.avtecinc.com/scout/integration for more information.