

SERIAL 09041 SS KING FISH DUAL-MODE SYSTEM

DATE OF LAST REVISION: June 02, 2011

CONTRACT END DATE: May 19, 2012

**CONTRACT PERIOD BEGINNING MAY 20, 2009
ENDING MAY 19, ~~2010~~ ~~2011~~ 2012**

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **KING FISH DUAL-MODE SYSTEM**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Sheriff's Office Contract C-50-09-073-3-00. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:
http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 6808701.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



SOLE SOURCE CONTRACT

C-50-09-073-3-00

SERIAL 09041-SS

This Contract is entered into this 20th day of May 2009 by and between Maricopa County, a political subdivision of the State of Arizona, and Harris Communications (Contractor) for the purchase of a KingFish Dual Mode wireless measurement system.

1.0 TERM:

- 1.1 This Contract is for a term of one (1) year, beginning on the 20th day of May, 2009 and ending the 19th day of May, 2010.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the term of this Contract for additional terms up to a maximum of four (4) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 INVOICES AND PAYMENTS:

- 2.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - Company name, address and contact
 - County bill-to name and contact information
 - Contract Serial Number
 - County purchase order number
 - Invoice number and date
 - Payment terms
 - Date(s) of service
 - Contract Item number(s)
 - Description of services
 - Pricing per unit of service
 - Extended price
 - Total Amount Due
- 2.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 2.3 Payment shall be made to the Respondent by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer

(EFT) process. After Award the Respondent may fill-out an EFT Enrollment form located on the Maricopa County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.4 EFT payments to the routing and account numbers designated by the Respondent will include the details on the specific invoices that the payment covers. The Respondent is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

4.0 TAX: (COMMODITIES)

Tax shall not be levied against labor. Sales/use tax will be determined by County.

5.0 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

6.0 TERMS & CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.4 Certificates of Insurance.

6.2.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 PROCUREMENT CARD ORDERING:

The County may determine to use a MasterCard Procurement Card, to place and/or make payment for orders under the Contract.

6.5 INTERNET COMMUNICATIONS AND ORDERING:

The County may at its option use the Internet to communicate and to place orders under this Contract.

6.6 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County Materials Management Department
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003

For Contractor:

Harris Corporation
Attn: Contracts Manager
PO Box 37, MS: R5/11A
Melbourne, FL 32902

6.7 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

6.8 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.9 TERMINATION FOR DEFAULT:

6.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.11 OFFSET FOR DAMAGES:

6.11.1 In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.13 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.14 SUBCONTRACTING:

As this is a sole source contract, the Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof.

6.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for County.

6.16 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for three (3) years after final payment or until after the resolution of any audit questions which could be more than three (3) years, whichever is longer. The County, County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse County for the services not so adequately supported and documented.

6.17 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.18 ALTERNATIVE DISPUTE RESOLUTION:

6.18.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the

compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.18.1.1 Render a decision;

6.18.1.2 Notify the parties that the exhibits are available for retrieval; and

6.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.18.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.18.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.19.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

6.19.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.20.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.20.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.21 AVAILABILITY OF FUNDS:

6.21.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

6.21.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

6.22 CONTRACT COMPLIANCE MONITORING

County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. The Contractor shall make available for inspection and/or copying by County, all records and accounts relating to the work performed or the services provided under this Contract.

6.22.1 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.22.1.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.22.1.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.22.2 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.22.2.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.22.2.2 Terminate the Contract for default.

6.23 STRICT COMPLIANCE

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

6.24 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.25 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.26 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States County Court for the County of Arizona, sitting in Phoenix, Arizona.

6.27 CONTRACTOR LICENSE REQUIREMENT:

6.27.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

6.27.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.28 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.28.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.28.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.28.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.28.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.28.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.28.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

6.28.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.29 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Exhibit B, the terms of this Contract shall prevail.

6.30 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract.

6.30.1 Exhibit A, Pricing.

6.30.2 Exhibit B, Additional Terms and Conditions

6.30.3 Exhibit C, Contractor Travel Policy

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

Dawnn Wheeler, Contract Manager
PRINTED NAME AND TITLE

PO Box 9800, Melbourne, FL 32902
ADDRESS

11 May 2009
DATE

MARICOPA COUNTY


CHAIRMAN, BOARD OF SUPERVISORS

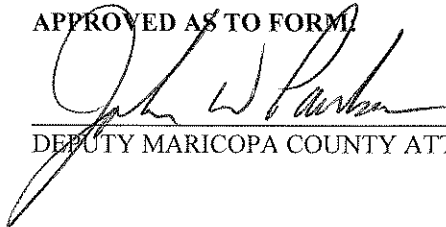
MAY 20 2009
DATE

ATTESTED:


CLERK OF THE BOARD

MAY 20 2009
DATE

APPROVED AS TO FORM:


DEPUTY MARICOPA COUNTY ATTORNEY

5/19/09
DATE

EXHIBIT A

PRICING

SERIAL 09041-SS

NIGP CODE: 72500

RESPONDENT NAME:

Lin Vinson

VENDOR NUMBER :

Harris Corporation, GCSD

Attn: Mailstop R5/11A

PO Box 9800

Melbourne, FL 32902

ADDRESS:

Harris Corporation, GCSD

Attn: Mailstop R5/11A

PO Box 9800

Melbourne, FL 32902

P.O. ADDRESS:

TELEPHONE NUMBER:

321-309-7333

FACSIMILY NUMBER:

321-309-7437

WEB SITE:

REPRESENTATIVE:

Lin Vinson

REPRESENTATIVE E-MAIL:

wvinson@harris.com

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:

[] [X]

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

[X] []

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:

[] [] 0%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING. PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

[] NET 10 DAYS

[] NET 45 DAYS

[] 1% 10 DAYS NET 30 DAYS

[] NET 15 DAYS

[] NET 60 DAYS

[] 2% 30 DAYS NET 31 DAYS

[] NET 20 DAYS

[] NET 90 DAYS

[] 1% 30 DAYS NET 31 DAYS

[X] NET 30 DAYS

[] 2% 10 DAYS NET 30 DAYS

[] 5% 30 DAYS NET 31 DAYS

**KingFish Dual-Mode System
Vehicular/Man-Portable Configuration
CDMA, GSM, & iDEN**

Technology	Part Number	Description	Unit Price	Qty (ea.)	Total Price
KingFish Dual-Mode System: Vehicular and Man-Portable Operation CDMA/GSM/iDEN	KINGFISH	KingFish System	\$ 27,800	1	\$ 27,800
	KF-CDMA-SW	CDMA Controller Software	\$ 18,100	1	\$ 18,100
	KF-GSM-SW	GSM Controller Software	\$ 18,100	1	\$ 18,100
Interrogation, Direction Finding, Denial of Service & Passive Collection	KF-iDEN-SW	iDEN Controller Software	\$ 18,100	1	\$ 18,100
	MINI PC (2015657)	OQO Mini-PC Controller	\$ 3,200	1	\$ 3,200
			KingFish Price		\$ 85,300
Training Classes KingFish System	TRAIN-MLB	Training-Melbourne, FL (KingFish)	\$ 4,000	1	\$ 4,000
			Training Price		\$ 4,000
			Total System Price		\$ 89,300

NOTES

Standard Delivery is 90 Days ARO

StingRay and KingFish Hardware platform comes standard without Software. Protocol Software (CDMA, GSM, or iDEN) must be purchased separately (includes SDR and Controller Software)

StingRay and KingFish Hardware platform comes standard without a controller computer. A Laptop or Mini PC must be purchased separately

StingRay and Kingfish support 3 technologies simultaneously, additional technologies can be swapped through a hardware flash process (software provided).

The unit prices above include 1 year Hardware warranty and 1 year access to Software upgrades for the protocol(s) purchased

1 Year extended Maintenance Agreements are available for 15% of the line item prices for the KingFish or AmberJack systems

Maintenance Agreements provide for an additional 12 months of extended Hardware warranty and Software upgrades

Training classes are 12 hours (2 days) per product per protocol (unless stated otherwise) with 4 students maximum per class

EXHIBIT B

Additional Terms and Conditions

1. DEFINITIONS

In addition to the terms defined elsewhere the following terms used herein have the following meanings:

- A. "Agreement" means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated, all as acknowledged by Harris on its standard acknowledgement form;
- B. "Customer" means the purchaser of Equipment, Software, or Services from Harris;
- C. "Date of Acceptance" means the date when the Customer receives an item of Equipment, Software and/or Services unless Customer otherwise notifies Harris in writing that the Equipment, Software and/or Services was delivered in a defective condition.
- D. "Equipment" means any hardware, including components, and excludes any Software or Services;
- E. "Harris" means Harris Corporation, acting through its Government Communications Systems Division;
- F. "Maintenance Agreement" means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement
- G. "Purchase Order" means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form;
- H. "Purchase Price" means the purchase price as identified in the Purchase Order;
- I. "Quote" means the price quotation of Harris itemizing the purchase price and includes all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any maintenance agreement specifically included in the purchase price;
- J. "Services" means, training, maintenance support, or other services to be provided to Customer as part of the Agreement;
- K. "Software" means software and firmware, including all copies provided to Customer.

2. ACCEPTANCE – MODIFICATION OF TERMS.

This Agreement constitutes Customer's acceptance of Harris' offer and such acceptance is expressly made conditional on Customer's assent to the terms and conditions contained in this Agreement. The Agreement will be deemed accepted by Customer upon the first to occur (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris seasonably objects thereto, will be binding upon Harris unless such different or additional terms are incorporated into a writing signed by both Harris and Customer, making express reference to the Agreement.

3. CHANGES/CANCELLATION

Except as otherwise provided herein, change and/or cancellation of a Purchase Order in whole or in part by Customer will be effective only with specific written approval of Harris and may be subject to Harris' reasonable change and/or cancellation charges.

4. DELIVERY

Harris shall have the right to make, and Customer agrees to accept, shipments in more than one lot, and payment for each lot shall be due accordingly.

5. FREIGHT CHARGES AND TRANSPORTATION INSURANCE

Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and are inclusive of freight charges.

6. TITLE AND RISK OF LOSS

Title to and risk of loss for Equipment and Software media sold under the Agreement shall pass to Customer at the F.O.B. Destination

7. ANNUAL MAINTENANCE AGREEMENT

Upon expiration of warranty period, Customer can execute a separate maintenance agreement with Harris for Equipment and/or Software. Such maintenance agreements are available for a percentage of the original Purchase Prices of the Equipment and/or Software. Annual maintenance agreements include:

- A. Customer telephone support during normal business hours (Monday through Friday, Eastern Standard Time).
- B. Additional twelve (12) month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
- C. For Software maintenance agreements it includes notification of and free access to Software upgrades as defined in the maintenance agreement.

8. EQUIPMENT RETURN POLICY

- A. Equipment Damaged in Shipment. Upon receipt of shipments, Customer must open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivering carrier within 48 hours and request an

- inspection. After notifying the freight carrier, Customer promptly shall contact Harris for further instructions. Damaged Equipment shall not be returned without Harris' prior authorization.
- B. Items Shipped in Error. If the Equipment Customer receives is not what the Customer ordered, Customer will promptly notify the Harris responsible for the fulfillment of the Purchase Order. Customer agrees not to discard packing material. Harris will issue a return authorization.
 - C. Defective Equipment. If the Equipment Customer receives is defective, it is covered under the Harris or manufacturer's standard equipment warranty. Upon discovery of a warranty problem, Customer promptly must contact the Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued a return authorization, including a form Customer must fill out describing the nature of the Equipment defect.
 - D. Other Reasons. If Customer needs to return Equipment for other reasons, Customer must contact Harris for a return authorization. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, a return authorization will be issued. Customer agrees not to return any Equipment without a return authorization. Equipment being returned is subject to restocking and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.
 - E. Upon Receipt of a Return Authorization. Return authorization numbers must appear on each individual package being returned. Customer is responsible for insuring the return for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without return authorization numbers. All Equipment being returned for credit must be returned in a timely manner and in good condition. Harris will inspect all Equipment returned. If there is damage, wear and tear, or if there are missing components or accessories, Harris may charge Customer for repair/refurbishment.

9. LIMITED WARRANTY

- A. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty shall commence on the Date of Acceptance of the individual item of Equipment and Software and terminate 12 months thereafter. Written notice of any defects shall be given to Harris upon discovery and Harris shall promptly correct such defects by repair or replacement, at its option, without charge, either FOB Harris' plant or service in the field. Harris uses new and reconditioned parts to satisfy warranty repairs and replacements under the terms of this warranty. Defective articles shall not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris shall have the right of final determination as to the existence and cause of any claimed defect.

Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:

- (i) Acts of God.
- (ii) Physical impact, crash or foreign object damage.
- (iii) Improper maintenance, storage, modification or alteration by the Customer or its Customer.
- (iv) The Customer's or its Customer operation of the items delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
- (v) Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use).
- (vi) Equipment or Software subjected to misuse or detrimental exposure or negligence;
- (v) Defects caused by improper storage, use, installation or maintenance;

Note: Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors

- B. For purposes of Harris' warranties for Equipment and Software media, a defect is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, lack of care in operation, maintenance or handling. The written notice of claim of defect must include a description of the defect with detailed information, which will enable Harris to identify the defect and determine its probable cause. Components that Customer claims to be defective must be available to Harris for inspection and test. No defective Equipment or parts are to be returned without first receiving written authorization and instructions from Harris. Customs clearance for all replacement parts under the warranty or otherwise will be Customer's sole responsibility.
- C. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD, IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD, IN THE CASE OF SOFTWARE MEDIA. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.
- D. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE MEDIA, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE AND IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECTED TO NEGLIGENCE, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.

- E. THIS LIMITED WARRANTY CONSTITUTES HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE SHALL INCREASE OR EXTEND ANY HARRIS WARRANTY. THE TOTAL LIABILITY OF HARRIS AND ITS LICENSORS UNDER THIS WARRANTY SHALL IN ANY EVENT BE SUBJECT TO THE LIMITATIONS IN THIS SECTION.

10. REPAIRS

To repair any Wireless products after the 12 month warranty has expired, call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number and an estimated cost for repair.

- (i) **Repair Policy** - To affect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out of warranty repairs apply to any equipment and/or software whose standard 12-month warranty has expired, no maintenance agreement has been purchased and paid for, and/or any equipment and/or software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 1 above.

Equipment and/or Software should not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number.

(ii) **Support Policy** - Harris provides free help desk support throughout the warranty period and maintenance agreement of purchased Wireless Equipment and/or Software. Technical support is available during normal business hours EST, Monday through Friday via the help desk support center at 1-800-358-5297.

11. SOFTWARE LICENSE

- A. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment shall be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly so stated in writing.
- B. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.
- C. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title to the Software. All rights in patents, copyrights and trade secrets in relation to the Software shall continue to be vested in Harris or its licensor.
- (i) Customer shall keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and shall have such individuals agree in writing to the obligations contained herein. In addition, Customer shall employ reasonable measures to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and shall treat such with not lesser care than its own confidential information.
- a). The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly stated in writing.
- b). Customer agrees that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor shall be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal

12. DISCONTINUED AVAILABILITY/LAST TIME BUY

Customer acknowledges that Harris has made no representation about the continued availability of the Equipment and Software listed in the Agreement. Harris reserves the right, in its absolute discretion, with or without notice, without incurring any liability to Customer or otherwise, whether in contract or tort, to discontinue manufacturing or selling any of the Equipment and Software listed in the Agreement at any time or from time to time. Harris may within its discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within thirty (30) days of notice. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to Customer that the Equipment has been discontinued or for a period of ninety (90) days after notice to Customer that the Software has been discontinued.

13. INTELLECTUAL PROPERTY INDEMNIFICATION

(I) In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it shall, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any

United States patent, mask work, copyright or any other intellectual property right. This obligation shall be effective only if Customer shall have made all payments then due and if Harris is notified of said allegation promptly in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris shall pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that its Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris shall at its sole option and its own expense, either: (a) Procure for Customer the right to continue using the Equipment; or (b) Replace it with a substantially equivalent non-infringing equipment; or (c) Modify it so it becomes non-infringing but substantially equivalent; or (d) If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life.

The foregoing indemnity does not apply to the following: (1) Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer; (2) Infringement resulting from changes or modifications made to or from the Equipment by the Customer; (3) Any settlements of a claim, suit, or proceeding made without Harris' written consent; and, (4) Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.

The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.

(II) In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer agrees to defend, indemnify and hold Harris harmless to the same extent and subject to the same requirements as set forth in Harris' indemnification of Customer as set forth in (I) above.

14. TECHNICAL DATA AND INVENTION

- A. Unless specifically agreed to by Harris and identified and priced in the Agreement as a separate item or items to be delivered by Harris (and in that event, except so identified and priced), the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design, process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.
- B. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.
- C. Customer shall not violate Harris' copyright of documents or Software or without Harris' written permission disclose Harris' confidential or proprietary data to others.

15. EXCUSABLE DELAY

- A. Harris will be excused from performance under the Agreement and not be liable to Customer for delay in performance attributable in whole or in part to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.
- B. In the event of an excusable delay, Harris will make reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

16. EXPORT AND RE-EXPORT RESTRICTIONS

Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer shall defend, indemnify and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section. The Customer shall supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.

17. COMPLIANCE WITH WASTE RECYCLING LAWS

Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under the Environmental Laws as hereinafter defined. The Customer shall be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with the Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and these terms and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. "WEEE Directive" means the EU Directive on Waste Electrical Equipment and shall include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer shall indemnify and hold Harris and each of its affiliates harmless against all expenses, costs, claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the

Environmental Laws. The Customer shall provide Harris with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and the Environmental Laws.

18. LIMITATION OF LIABILITY

CUSTOMER IS EXPRESSLY NOTIFIED THAT UNDER NO CIRCUMSTANCES SHALL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PARTY, INCLUDING THIRD PARTIES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT SHALL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION SHALL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES TO INDEMNIFY HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.

19. ASSUMPTION OF RISK

Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion shall be the basis of that party's decision to enter into the Agreement.

20. RELIANCE ON COUNSEL AND OTHER ADVISORS

Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement shall not be construed against either party as the drafter.

21. COMPLIANCE WITH APPLICABLE LAWS

Customer warrants that Customer shall comply with any and all applicable US federal and state laws, and shall operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and shall promptly act to correct any noncompliance once identified.

22. GENERAL PROVISIONS

- A. Publicity. Neither party will, without the prior written consent of the other party: (a) make any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.
- B. Default. If Customer defaults in any of Customer's obligations hereunder, including, but not limiting to failure to pay all sums when due, Customer will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.
- C. Assignment. Customer shall not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.
- D. Enforceability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect.
- E. No Waiver. Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.
- F. English Language: The Parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and shall be drawn up in English only.

EXHIBIT C

CONTRACTOR TRAVEL POLICY

Purpose

This policy is established in order to maintain a uniform definition of allowable and allocable costs acceptable to Maricopa County / Special Countys (hereinafter "the County"). It is recognized that there will be times when it is necessary for contractors to travel to the County in order to perform services under a contract. Use of this policy should insure the County does not become liable for unwarranted or excessive travel expense invoices from contractors.

- A. All contract-related travel shall be prior-approved by the County.
- B. Travel, lodging, and per diem expenses incurred in performance of County contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC
- C. Commercial air travel shall be scheduled at the lowest available and/or most direct flight airfare rate at the time of any approved contract-related travel. A fare other than the lowest rate may be used only when seats are not available at the lowest fare or air travel at a higher rate will result in an overall cost savings to the County. Business class airfare is allowed only when there is no lower fare available to meet County needs.
- D. Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler.
 - 1. Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse the contractor if the contractor chooses to purchase these coverages.
 - 2. Rental vehicles are restricted to sub-compact, compact, or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain written approval from the County prior to rental of a larger vehicle.)
 - 3. The County will reimburse the contractor for parking expenses if free, public parking is not available within a reasonable distance of the place of County business.
 - 4. The County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
- E. The contractor is responsible for any other miscellaneous personal expenses, as they are included in the contractor's lodging and per diem expenses.
- F. The County will reimburse any allowable and allocable business expense, excluding health club fees and business class air fares, except as indicated in paragraph "C" above.
- G. Travel and per diem expenses shall be capped at (TO BE PROPOSED) % of project price unless otherwise specified in individual contracts.



WPG Product Pricing

Effective Date: 12/7/09
Update: 2/24/10

Version S&L 2010

Product Description	Part #	Domestic Pricing		GSA Pricing	
		1 - 15	16+	1 - 15	16+
StingRay					
StingRay	STINGRAY	75,100	71,300	68,479	
StingRay GSM Software	SRAY-GSM-SW	22,000	20,900		
StingRay CDMA Software	SRAY-CDMA-SW	22,000	20,900		
StingRay iDEN Software	SRAY-IDEN-SW	22,000	20,900		
StingRay 2100 MHz B1 Down Converter w/ By Pass (OCONUS)	CONV-2100/1900-W/BP	19,800	18,800	18,054	
StingRay 2100 MHz B4 Down Converter w/ By Pass (CONUS)	CONV-2100/1700-W/BP	19,800	18,800	18,054	
StingRay Accessories					
StingRay Replacement Kit	SR-REPLACEMENT KIT	500			
Cable Assembly PC/USB - 6' Cable	3092524-102	196			
Cable Assembly PC/USB - 12' Cable	3092524-103	220			
Cable DC Power	3092525-101	171			
StingRay Carrying Case	RE1017HA	925			
115V Power Cord	17250	8			
Laptop PC Controller (Dell Latitude)	2009523-101	3,500			
Panasonic Toughbook Computer	2009525-101	6,500			
Adapter, DC (Laptop) (non- Charging)	DE2035-803	226			
Mouse, CMPTR (Micro Trac)	2009523-003	50			
Auto Power Adapter (8500 & D600)	2009523-002	128			
Mobile Mast 20'	OSMM-SA-20	2,990			
12' Extension Cable (TNC to N)	PE3665-144	80			
12' Extension Cable (TNC to TNC)	PE3414-144	85			
N-F to TNC-F Adapter	PE9131	48			
TNC-F to TNC-F Adapter	PE9099	28			
N-M to TNC-F Adapter	PE9090	30			
N-F to TNC-M Adapter	PE9089	28			
Directional Antenna, Yagi (GSM) Pole Mount	Y2287A-66	100			
SDR Radio Slice	3092527-201	15,000			
DC-DC Power Supply Module (SR & KF)	3092577-101	1,400			
Duplex Filter (AMPS/PCS) Stand Alone	WSA-00045	1,970			
Duplex Filter (EGSM/DCS) Stand Alone	WSA-00100	2,310			
Quad Band Mag Mount Antenex Antenna (TNC)	3174173-101	125			
15' TNC-M to TNC-F Extension Cable	CA-400UF-TMTF-15	60			
Sting Ray II					
StingRay II	STINGRAY II	148,000	140,600	134,952	
StingRay II Upgrade	STINGRAY II-UP	71,300	67,700	65,014	
StingRay II GSM Software	SRAY-II-GSM-SW	22,000	20,900		
StingRay II CDMA Software	SRAY-II-CDMA-SW	22,000	20,900		
StingRay II iDEN Software	SRAY-II-IDEN-SW	22,000	20,900		
StingRay II Accessories					
Cable Assembly PC/USB - 6' Cable	3092524-102	196			
Cable Assembly PC/USB - 12' Cable	3092524-103	220			
Laptop PC Controller (Dell Latitude)	2009523-101	3,500			
Adapter, DC (Laptop) (non- Charging)	DE2035-803	226			
Panasonic Toughbook Computer	2009525-101	6,500			
Mouse, CMPTR (Micro Trac)	2009523-003	50			
Quad Band Mag Mount Antenex Antenna (TNC)	3174173-101	125			
15' TNC-M to TNC-F Extension Cable	CA-400UF-TMTF-15	60			
Quad Band Yagi (Wedge) including 6ft cable (PE 3076-72)	3118694-201	1,300			
Cable Assembly, RF (SMA-M to RTANGM-M) 6'	PE3076-72	104			
Cable Assembly, RF (SMA-M to RTANGM-M) 12'	PE3076-144	108			
GPS Antenna	ANT-GPS-SH-SMA	50			
AC/DC Converter	ACHA1224-1936	800			
Volt Converter (Universal Plug Kit)	3142757-101	100			
StingRay II Case	RE041908HA	750			
SDR Radio Slice	3092527-201	15,000			



WPG Product Pricing

Effective Date: 12/7/09

Update: 2/24/10

Version S&L 2010

KingFish				
KingFish	KINGFISH	27,800	26,400	25,349
KingFish N-Connector Upgrade	KF-N-UP	2,800	2,700	
KingFish GSM Software	KF-GSM-SW	18,100	17,200	
KingFish CDMA Software	KF-CDMA-SW	18,100	17,200	
KingFish iDEN Software	KF-IDEN-SW	18,100	17,200	
KingFish Accessories				
Kingfish Replacement Kit	KF-REPLACEMENT KIT	1,678		
Tote Bag Assembly	3100242-101	570		
Carrying Case, KingFish	RE0513HA	950		
Cable Assembly, W102 (PC USB Type A) 6' cable	3092524-102	196		
Cable DC Power	3092525-101	171		
Battery Pack (11.1V)	2014068-101	256		
Lithium-Ion Battery Charger	2014068-102	426		
Battery, Adapter, Lighter (24V, 1.5A)	VA2524	140		
Power Supply (12V, 5A)	ACHA-12501	190		
Quad Band Yagi (Wedge) including 6ft cable (PE 3076-72)	3118694-201	1,300		
Cable Assembly, RF (SMA-M to RTANGM-M) 6'	PE3076-72	104		
Cable Assembly, RF (SMA-M to RTANGM-M) 12'	PE3076-144	108		
Antenna Device, Wave, PCS/Cell (Green)	2014620-001	22		
Antenna Device, Wave, GSM (Orange)	2014620-002	22		
Antenna, ¼ Wave (2.4 GHZ) (Bluetooth)	2014628-001	18		
Backpack Carrying Case Custom (Blue)	3100242-103	450		
Backpack Carrying Case Custom (Army Digi-Camo)	3100242-104	450		
Quad Band Mag Mount Antenex Antenna (SMA)	3174173-102	125		
AmberJack				
AmberJack G	AJ-G	24,300	23,100	22,158
AmberJack X	AJ-X	24,300	23,100	22,158
AmberJack W	AJ-W	38,400	36,500	35,015
AmberJack Legacy to W Upgrade	AJL-W-UP	19,750	18,800	18,009
AmberJack X & G to W Upgrade	AJXG-W-UP	21,650	20,600	19,741
AmberJack Accessories				
Cable Assembly, DBDF Antenna, Loggerhead (12')	3088596-101	650		
Cable Assembly, DBDF Antenna, LH/Gossamer (12') (To be used in place of the	3120038-101	650		
Carrying Case	RE0512HA-2	890		
Cable Assembly, 3-Way Splitter	DC15A-3J1	170		
Eyebolt, Swivel	47621	54		
Power Cable Internal	3087877-101	73		
Tool, Eyebolt	47641/94882	15		
Webbing Assembly, 12ft.	8834T535	35		
Radome Assembly	3087882-101	1,800		
Cable Assembly, DBDF Antenna, StingRay (12') - (old PN: 3099547-101) Three	KCII/1660	800		
Cable Assembly, (35')	KCII/1672-1	1,200		
Cable Assembly, DBDF Antenna, StingRay (25')	KCII/1672	975		
Cable Assembly, DBDF Antenna, StingRay (5 meters or 16' 4") - (old PN:	KCII/1684	825		
Cable Assembly, DBDF Antenna, StingRay (50') - (old PN: 3099547-102)	KCII/1696	1,300		
CASE,CARRYING;AMBERJACK-W	RE022608HA	1,020		
4 Watt PA Kit				
Power Amp Kit	PA-KIT	3,500	3,300	
4 Watt PA Kit Accessories				
Power Amp	SM0520-36HH	2,150		
Carrying Case	RE0602HA	700		
Adapter Cable - SMA Male to SMA Male (12")	PE3377-12	58		
3 Way DC Splitter	DC15A-3J1	170		
DC Power Cable	CBLIO-00390	100		
Right Angle SMA Coax Adapter	PE9068	32		
Mounting Plate	3102393-101	52		
Adapter Cable - SMA Male to SMA Male (72")	PE3377-72	60		
Quad Band Mag Mount Antenex Antenna (SMA)	3174173-102	125		



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10 Watt PA Kit				
Power Amp Kit - 10 Watt	PA-KIT-10W	4,500	4,300	
10 Watt PA Kit Accessories				
Amplifier 10Watt	SM0822-3906	2,390		
Carrying Case	RE0118HA	700		
Adapter Cable - SMA / TNC (18") w/ Attenuator	3147080-101	108		
3 Way DC Splitter	DC15A-3J1	170		
Adapter Cable - SMA / TNC (72") w/ Attenuator	3147080-102	110		
DC Power Cable for 10-Watt PA	180-8045-66	62		
AC to DC Power Supply for 10 Watt PA	ACHA1270-1465	218		
AC to DC Power Supply for 10 Watt PA - 25 feet	CBLMS-F00416	120		
Quad Band Mag Mount Antenex Antenna (TNC)	3174173-101	125		
15' TNC-M to TNC-F Extension Cable	CA-400UF-TMTF-15	60		
Attenuator, FXD; 5DB (SMA to SMA)	BW-S5W2	50		
25 Watt PA Kits				
High Power Filtered 25W PA Kit - (800/850/1900/2100 B4)	PA-KIT-25W CONUS	11,500	10,900	10,486
High Power Filtered 25W PA Kit - (900/1800/2100 B1)	PA-KIT-25W OCONUS	11,500	10,900	10,486
25 Watt PA Kit Accessories				
High Power antenna	VBC-822-M-1	800		
DC Powr Cable (CLA)	3092525-101	120		
AC/DC Power Converter	ACHA1224-2651	1,000		
DC / DC Power Cable	CBLIO-00640	200		
RF Cable	920-10027-012	250		
Carry Case	RE052809HA	900		
30 Watt PA Kits - Harpoons				
High Power Filtered 30W PA Kit- Single Band iDEN 800	PA-KIT-30W iDEN 800	16,400	15,600	14,954
High Power Filtered 30W PA Kit- Single Band 2100	PA-KIT-30W 2100	18,550	17,600	16,915
High Power Filtered 30W PA Kit- Dual Band 850/1900	PA-KIT-30W Dual-Band CONUS	20,200	19,200	18,419
High Power Filtered 30W PA Kit- Dual Band 900/1800	PA-KIT-30W Dual-Band OCONUS	20,200	19,200	18,419
30 Watt PA Kits - Harpoons Accessories				
Harpoon AC/DC Converter	ACHA2816-2597	1,200		
USB Cable Assembly	3092524-102	196		
USB to AUX Cable Assembly (Beige)	3181099-101	210		
RF Cable Assembly (Blue)	920-10027-012	210		
Harpoon Mounting Tray Assembly	3182503-101	700		
Antenna: 806-2200 MHZ Magnetic Mount	VBC-822-M-1	800		
Coax Adapter; SMA Male to TNC Female	PE9078	60		
Aux to Primary (Harpoon to SR) Cable Assy	3186799-101	210		
Aux to Primary (Harpoon to SR II) Cable Assy	3186800-101	180		
OCTOPUS				
Tactical Power Kit	OCTOPUS	20,000	19,000	18,237
OCTOPUS Accessories				
Directional Antenna, Quad Band w/Handle - *Requires P/N PE3377-72 &PE9070	SWAN80183G1W3V3	740		
Quad Band Mag Mount Antenex Antenna (TNC)	3174173-101	125		
15' TNC-M to TNC-F Extension Cable	CA-400UF-TMTF-15	60		
Quad Band Mag Mount Antenex Antenna (SMA)	3174173-102	125		
Antenna: 806-2200MHZ Magnetic Mount	VBC-822-M-1	800		
Directional Antenna, Yagi (Cell)	3084617-101	300		
Directional Antenna, Yagi (DCS/PCS)	3084618-101	300		
Directional Antenna, Yagi (GSM)	3084619-101	300		
Directional Antenna, Quad Band w/Handle w/ Attenuator - Requires P/N PE3377-	3120062-101	1,100		
Directional Antenna, Yagi (DCS/PCS) - Pole Mount	Y421812	100		
Directional Antenna, Yagi (GSM) Pole Mount	Y2287A-66	100		
Quad Band Yagi (Wedge) 6ft Cable included (PE3662-72)	3118694-101	1,300		



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Converters				
StingRay 2100 MHz B1 Down Converter w/ By Pass (OCONUS)	CONV-2100/1900-W/BP	19,800	18,800	18,054
StingRay 2100 MHz B4 Down Converter w/ By Pass (CONUS)	CONV-2100/1700-W/BP	19,800	18,800	18,054
Converter Accessories				
HA1225-1937	Adapter	210		
Controller Descriptions				
Laptop PC	2009523	3,500		
Toughbook PC	2009525	6,500		
Rugged Mini-PC	2014069	5,500		
Optional Antenna				
Directional Antenna, Quad Band w/Handle - *Requires P/N PE3377-72 & PE9070	SWAN80183G1W3V3	740		
Quad Band Mag Mount Antenex Antenna (TNC)	3174173-101	125		
15' TNC-M to TNC-F Extension Cable	CA-400UF-TMTF-15	60		
Quad Band Mag Mount Antenex Antenna (SMA)	3174173-102	125		
Antenna: 806-2200MHZ Magnetic Mount	VBC-822-M-1	800		
Directional Antenna, Yagi (Cell)	3084617-101	300		
Directional Antenna, Yagi (DCS/PCS)	3084618-101	300		
Directional Antenna, Yagi (GSM)	3084619-101	300		
Directional Antenna, Quad Band w/Handle w/ Attenuator - Requires P/N PE3377-	3120062-101	1,100		
Directional Antenna, Yagi (DCS/PCS) - Pole Mount	Y421812	100		
Directional Antenna, Yagi (GSM) Pole Mount	Y2287A-66	100		
Quad Band Yagi (Wedge) 6ft Cable included (PE3662-72)	3118694-101	1,300		
Repairs				
Repair for all WPG products not covered by warranty. Charges are \$85.00/hr plus REPAIR		TBD		
Maintenance Descriptions		Part #	Domestic & Int'l	GSA
Maintenance 4W PA Kit	MT-4W	500		
Maintenance 10W PA Kit	MT-10W	500		
Maintenance 25W PA Kit CONUS	MT-25WC	1,500	1,436	
Maintenance 25W PA Kit OCONUS	MT-25WO	1,500	1,436	
Maintenance AmberJack X	MT-AJX	3,000	2,872	
Maintenance AmberJack G	MT-AJG	3,000	2,872	
Maintenance AmberJack W	MT-AJW	5,000	4,786	
Maintenance Converter Band 1 OCONUS w/ BP	MT-CONV1O	2,700	2,584	
Maintenance Converter Band 4 CONUS w/ BP	MT-CONV4C	2,700	2,584	
Maintenance Harpoon 2100	MT-HARP21	2,000	1,914	
Maintenance Harpoon CONUS	MT-HARPC	2,000	1,914	
Maintenance Harpoon iDEN	MT-HARPI	2,000	1,914	
Maintenance Harpoon OCONUS	MT-HARPO	2,000	1,914	
Maintenance KingFish	MT-KF	4,000	3,829	
Maintenance Octopus	MT-OCT	2,700	2,584	
Maintenance StingRay	MT-SR	11,000	10,529	
Maintenance StingRay II	MT-SRII	22,000	21,058	
Training Descriptions		Part #	Per Description	
Training - Melbourne	TRAIN-MLB	4,000		
Training - Melbourne 1-Day Course	TRAIN-MLB-1	2,500		
Training - Florida	TRAIN-FL	4,300		
Training - East Coast	TRAIN-EC	6,000		
Training - East Coast 1-Day Course	TRAIN-EC-1	3,750		
Training - West Coast	TRAIN-WC	9,000		
Training - West Coast 1-Day Course	TRAIN-WC-1	6,000		



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