

**AGREEMENT FOR  
YCCF RADIO SYSTEM UPGRADE SERVICES  
(Yamhill County and SAR Enterprises, Inc.)**

THIS AGREEMENT ("Agreement"), is made by and between **Yamhill County** ("County"), a political subdivision of the State of Oregon, and **SAR Enterprises, Inc.**, an Oregon corporation operating under the assumed business name of Communications Northwest, located at 3101 NE Argyle Street, Portland, OR 97211 ("Contractor").

**RECITALS:**

- A. County, through its Yamhill County Sheriff's Office (YCSO), has determined the need for a comprehensive upgrade to existing radio equipment used for communications in the Yamhill County Correctional Facility (YCCF) and that it is necessary for County to contract with a qualified consultant with training and expertise in providing such radio communication system design and installations (the "Project").
  - B. County has budgeted funds to perform the Project. County conducted a competitive quote process to select the most qualified consultant to provide the services described herein.
  - C. Contractor was the most qualified proposer and is qualified to provide the required radio communications system upgrade services and to perform the other related duties required by County and imposed by this Agreement. County and Contractor desire to enter into this Agreement and County is authorized to enter into this Agreement under ORS 203.010(3).
- NOW, THEREFORE

**AGREEMENT:**

In exchange for the promises and other consideration as set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. **Services of Contractor.** Contractor agrees to perform the following services (the "Services"), in accordance with and as detailed in County's request for quotes and Contractor's response in the form of a Competitive Quote, contained as "Exhibit A" and Statement of Work and Sales Order, contained in "Exhibit B", which are attached hereto and incorporated herein by this reference. Any additional work beyond the Services may be negotiated individually at Contractor's hourly rate or at a negotiated project rate.
- 2. **County's Duties.** If any Services are provided at County offices, County shall provide the office space, terminals, telephone, office equipment, office furniture, computer hardware and software, and fixtures necessary to perform Services.
- 3. **Independent Contractor.** Contractor is engaged hereby as an independent contractor, and will be so deemed for purposes of the following:
  - a. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Agreement. County will not withhold any state or federal income taxes from payments owed Contractor.
  - b. As an independent contractor, Contractor acknowledges and agrees that Contractor is not entitled to any benefits granted to County employees. Without limitation, but by way of illustration, the benefits which are not granted to Contractor include vacation, holiday, and sick leave, other leaves with pay, tenure, medical, and dental coverage, life and disability

B.O. 20-381

- insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits, except as otherwise required by law.
- c. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Contractor has the assistance of other persons in the performance of this Agreement, Contractor will qualify and remain qualified for the term of this Agreement as a carrier-insured employer or a self-insured employer under ORS 656.403 et. seq.
4. **Compensation; Payment Schedule.** Unless previously terminated in accordance with Section 8, Contractor will provide the Services for a sum not to exceed \$79,495.00, inclusive of reimbursable expenses. Contractor shall be compensated as outlined in the Statement of Work, in the maximum not-to-exceed amount to be paid under this Agreement, unless this Agreement is amended or extended in a writing signed by both parties. The above rates are inclusive of any per diem rates described on Exhibit B. Any expenses incurred by Contractor in the performance of the Services under the terms and conditions of this Agreement not specifically provided for herein shall be the sole and separate responsibility of Contractor, unless preapproved in writing by County. Contractor will submit invoices for hardware orders in excess of \$2,500.00 at the time of execution of this Agreement and invoices for services and labor charges, in excess of \$5,000.00, shall be invoiced at 50% at the time of execution of this Agreement and 50% at the completion of the Services. County shall pay the Contractor within thirty (30) days following the date an invoice is received, reviewed, and approved by County. County shall make payments only after receipt, review, and approval of (i) the Contractor's detailed monthly invoice, and (ii) all reports, designs, certificates, and documents covered by the invoice.
5. **INDEMNIFICATION.** CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND EACH OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE OF THE SUBJECT WORK AND SERVICES UNDER THIS AGREEMENT OR CREATED BY ANY ACT OR ERROR OF A VENDOR, SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE INDEMNIFICATION OF YAMHILL COUNTY FOR LIABILITY ATTRIBUTABLE TO YAMHILL COUNTY'S SOLE NEGLIGENCE.
6. **Insurance.** Contractor, at Contractor's own expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):
- a. Workers' Compensation Insurance in compliance with statutory requirements;
  - b. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$2,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$3,000,000;
  - c. Professional Liability Insurance, including Errors and Omissions coverage, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by County or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to the Project work or Services provided under the Agreement.
  - d. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property

damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the Services.

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. At County's request, Contractor shall furnish County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

The Commercial General Liability and Commercial Automobile Liability shall (i) name County, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of County and that any insurance maintained by County is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

7. **Private Business.** Contractor shall not operate any private business from any County property, nor shall Contractor utilize any County property for Contractor's private business, except to perform the Services described in this Agreement, however, phone calls received or made by Contractor using County equipment and while on County property shall be allowed only on an emergency, occasional basis. If a long distance telephone call is made on an emergency, occasional basis, it shall be charged to Contractor's private business telephone number or credit card.

8. **Term; Termination; Default.**

- a. **Term.** Unless terminated in accordance with subsection (2), the term of this Agreement is from November 1, 2020 through January 31, 2021 and supersedes any prior agreements between the parties regarding the subject matter.
- b. **Termination.** Either party may terminate this Agreement on thirty (30) calendar days written notice to the other party. In addition, in the event County no longer receives funds adequate to enable it to continue this Agreement, it will provide written notice of immediate termination of this Agreement to Contractor. Upon issuance of notice, this Agreement is terminated. However, any obligations existing at the time of termination will survive termination. Contractor shall not make expenditures, enter into agreements, or encumber funds in its possession, or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County. Termination shall not excuse liabilities incurred prior to the termination date.
- c. **Default.** If Contractor defaults in the performance of any of its material obligations under this Agreement for a period of thirty (30) days after the County sends notice of such default to the address on this Agreement, County may, at its option, terminate the Agreement, such termination to be effective immediately upon expiration of the thirty day notice period; provided, however, that in the event Contractor provides written notice to County that the default cannot reasonably be cured by Contractor within said thirty (30) day period and the Contractor provides written certification that it is, in good faith, endeavoring to cure said default, then the thirty (30) day cure period shall be extended for an additional reasonable period to allow for such cure, but any such extended period shall not exceed 30 additional days, unless otherwise mutually agreed in writing by both County and Contractor.

9. **Confidentiality.** Contractor acknowledges that Contractor may, in the course of its performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County's clients. Any and all (i) County or County client information, (ii) information provided by County and marked confidential, or (iii) information identified as confidential in a separate writing, that becomes available to Contractor in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from Contractor's use of the Confidential Information are also deemed Confidential Information. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of Contractor's own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit B. Contractor agrees that, upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers and other matter in Contractor's possession that embody Confidential Information.

10. **Compliance with Applicable Laws; Compliance with Tax Laws.** Contractor agrees to comply with the rules and regulations of County, applicable state and federal regulations and all other provisions of state and federal law relating to Contractor's performance of Services under this Agreement. To the extent applicable Contractor certifies it shall comply with all applicable Public Contract Laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and 279C.580 (3) and (4). ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and ORS 279C.580(3) and (4) are incorporated into this Agreement by reference. Contractor will provide Services to County clients without regard for race, color, creed, religion or national origin in compliance with Title IV, Civil Rights Act, 1954. Further, Contractor certifies compliance with the tax laws of the State of Oregon or a political subdivision of the state, including ORS 305.620 and ORS Chapters 316, 317 and 318.

11. **Ownership and Rights.**

- a. **Ownership of Work Product by County.** All work product, including but not limited to the Deliverables listed in Exhibit B ("Work Product") shall be exclusively owned by County and shall be considered works made for hire by Contractor for County. Except as set forth below, County shall exclusively own all United States and international copyrights and all other intellectual property rights in the Work Product.
- b. **Vesting of Rights.** With the sole exception of any Preexisting Works, as defined and identified below, Contractor agrees to assign, and upon creation of Work Product automatically assigns, to County, its successors and assigns, ownership of all United States and international copyrights and all other intellectual property rights in such Work Product. This assignment is undertaken in part as a contingency against the possibility that any such Work Product, by operation of law, may not be considered a work made for hire by Contractor for County. From time to time, upon County's request, Contractor and/or its personnel shall confirm such assignments by execution and delivery of such assignments, confirmations of assignments, or other written instruments as County may request. County and its successors and assigns shall have the right to obtain and hold in its own name all copyright registrations and other evidence of rights that may be available for Work Product and any portions thereof.
- c. **Preexisting Works.** In the event that any portion of the Work Product constitutes a preexisting work for which Contractor cannot grant to County the rights set forth above, Contractor shall specify below: (1) the nature of such preexisting work; (2) its owner; (3) any restrictions applicable to Contractor's or County's use of such preexisting work; and

(4) the source of Contractor's authority to employ the preexisting work in the preparation of the Work Product. Any works that satisfy the above requirements shall be considered as "Preexisting Works." The only Preexisting Works that may be used in any Work Product are the Preexisting Works specified herein, if any, and any Preexisting Works that may be approved in writing by County prior to use.

- d. **Grant of License.** Contractor hereby grants to County a non-exclusive, royalty-free, worldwide, perpetual and irrevocable license to the Preexisting Works and to any Contractor source code or other Contractor software utilized in any Work Product or Preexisting Work.

12. **Subcontracts; Assignment.** Contractor shall not enter into any subcontracts for any of the Services required under this Agreement without County's prior written consent. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld).
13. **Governing Law; Jurisdiction; Venue.** This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of Oregon without regard to its conflicts of laws rules. Any claim, action, suit or proceeding between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Oregon for Yamhill County. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THIS FORUM IS AN INCONVENIENT FORUM.
14. **Counterparts.** This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.
15. **Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
16. **Attorney Fees.** In the event of legal suit or action, including any appeals therefrom, brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions under this Agreement, each party shall pay their own attorney's fees and costs incurred in the suit or action, including investigation costs, expert witness fees and all costs of depositions.
17. **Severability.** If any term of this Agreement is held to be invalid or unenforceable, it shall be severed from this Agreement and the balance of the Agreement shall be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.
18. **No Third Party Beneficiaries.** Except as expressly provided herein, nothing contained in this Agreement is intended, nor shall it be construed to create rights for the benefit of third parties.
19. **Certification of reading and understanding of documents; Precedence.** The Contractor hereby certifies it has read and fully understands and this Agreement and Contractor accepts this Agreement and its terms and conditions, including solicitation documents. The Contractor understands and acknowledges that in signing this Agreement the Contractor waives all rights to plead any misunderstandings regarding the same. **In the event of a discrepancy or inconsistency between Contractor's proposed "Statement of Work" or any other contract**

**document, including "Structured Standard Terms and Conditions" and this Agreement, this Agreement shall take precedence.**

**20. Exhibits and Recitals.** All exhibits and schedules referenced herein are incorporated herein. The recitals set forth above are incorporated into this Agreement as a material and substantive part of this Agreement.

**21. Time is of the Essence.** Time is of the essence in the performance of this Agreement. However, if the Contractor is delayed by causes outside its control, any governing schedule shall be extended by a reasonable time.

**22. Status of the Project Supervisor.** Rich Geist is the Project Supervisor (the "Supervisor"). The Supervisor or his designee shall perform technical inspections of Services and shall have authority to stop the Services whenever such stoppage shall be necessary to insure proper execution of the Agreement. The Supervisor or his designee may reject all Services and materials that do not conform to the Agreement and shall decide questions that arise in the execution of the Project Services. The Supervisor has authority to reject or accept the Project Services.

**23. Prohibition of Discrimination.** In hiring employees or subcontractors for performance of Services under this Agreement neither Contractor, any subcontractor or any other person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap, or sex discriminate against a person who is qualified and available to perform Services to which employment relates.

**24. Integration.** This Agreement, along with its Exhibits, constitutes the entire agreement between and among the parties, integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**[SIGNATURE PAGE TO FOLLOW.]**

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth adjacent to their signatures below.

**SAR ENTERPRISES, INC. dba  
COMMUNICATIONS NORTHWEST**

Scott A. Reilly Digitally signed by Scott A. Reilly  
Date: 2020.10.21 15:34:52 -0700'

Print Name/ Title Scott A. Reilly / President

Date: 10/21/2020

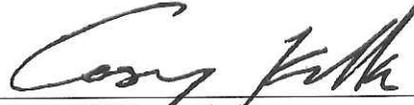
SS# /Tax ID#: 37-1870402

APPROVED AS TO FORM

By: 

CHRISTIAN BOENISCH  
County Counsel

**YAMHILL COUNTY, OREGON**



CASEY KULLA, Chair

Board of Commissioners

Date: 10/29/2020



TIM SVENSON, Sheriff

Date: 10/21/2020

Accepted by Yamhill County  
Board of Commissioners on  
10/29/2020 by Board Order  
# 20-381

Exhibit A  
(see attached)

B. D. 20-381  
Exhibit "A"  
1 of 12



"Excellence in Service"

# Yamhill County Sheriff's Office

*Sheriff Tim Svenson*

535 NE 5<sup>th</sup> Street, Room 143, McMinnville, Oregon 97128-4595

Business Office: (503) 434-7506 • Fax: (503) 472-5330

Jail: (503) 434-7507 • Fax: (503) 434-7534

Email: [sheriff@co.yamhill.or.us](mailto:sheriff@co.yamhill.or.us)

## MEMORANDUM

**DATE:** April 15, 2020  
**TO:** Interested Parties  
**FROM:** Sheriff Tim Svenson   
**RE:** Request for Quote

Yamhill County Sheriff's Office is providing this Request for Quote to solicit quotes for the purchase of new radios and affiliated system equipment, including upgrading the current duplexer and programming the existing repeater for DMR digital format, for the Yamhill County Correctional Facility. It will also require the installation of a radio console in the Control Room and the relocation of the repeater to the basement wire room. We will be maintaining the current SL300 radios for use non-sworn and Command staff and will be augmenting with additional SL300s for use by our third-party contractors, as they are not required to be as rigorous as the ones used by Corrections staff.

Please note that we have identified the specific equipment desired for this project and, attached on page two, is a fillable quote form that outlines the equipment desired. You may either complete that form or submit a quote on your company's form.

Please note that Yamhill County is a party to the Oregon NASPO, so quotes for equipment should use the NASPO contract prices where applicable.

We request that your response be submitted by **May 1, 2020**. Submissions may be emailed to Corrections Captain Rich Geist at [geistr@co.yamhill.or.us](mailto:geistr@co.yamhill.or.us).

Thank you.

cc: Richard Geist, Captain, Corrections Division

TJS:emw

Vendor	Quote #	Quote Expires

Item	Description	Qty	Unit Price	Total
Kenwood NX-5300K2	UHF (450-520MHz), 5.0 Watts NXDN Conventional	40		
Kenwood KNB-L3M	Li-ion 3400mAh (High Capacity)	80		
Kenwood KRA-27M	KRA-27M UHF WHIP ANT 440-490 MHz	40		
Kenwood KSC-32	Rapid rate single unit charger	40		
Kenwood KPG-D1NK	License Key for KPG-DINK	1		
Kenwood KPG-36XM	Full Speed USB Programming interlace cable	1		
Speaker Mics: SM6WE-K1	Heavy Duty, IP67 Water & Dust Proof, With Emergency Button (SM6WE)	40		
EC6M-KW4	Endura EC6M+TWP-KW4 6-Unit Charger for Kenwood NX-5300K2	4		
SL300-U-SC-99	SL300 Portable Radio DIGITAL 99-CHANNEL PACKAGES (W/ DISPLAY) Include: PMNN4468 (2300 mAh) Li-ion Battery, Micro-USB Wall Charger, Swivel Carry Holster, and Antenna	8		
PMNN4468	Li--Ion 2300T Battery	8		
PMLN7109	SL300/TLK100 Single-Unit Charger, Includes US power supply	8		
SFW-SCOUT-400-ADV-PKG-SK	Scout 400 Basic Package includes licenses for a Scout 400 Basic Console and a Basic Mini VPGate	1		
OUTPOST-2R	Radio Controller, VoIP, 2 Ports, 12VDC input	1		
OUTPOST-RACKMT-PKG	3U Rack mount shelf (holds 1-4 Outposts) plus 3U Rack mount power supply	1		
120VAC UPS	Rack-Mt. 1500VA/940W 120V APC SmartUPS-50 Min	1		
ACCUSB-SPK-2	Avtec USB Dual Speaker Kit, Scout Software Media Workstation	1		
ACCUSB-MIC	Avtec USB PTT Desk Microphone, Scout Software Media Workstation	1		

FCC Modifications	FCC-MODIFICATION - Modify WQGI914 to add 7k DMR licensing			
Labor	Project Management			
Labor	Configuration, Installation, Programming/Reprogramming			
Labor	Training			
Materials	Miscellaneous Materials			
			<b>TOTAL</b>	

## Emily Williams

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**From:** Scott Reilly <scott@commnw.com>  
**Sent:** Wednesday, April 29, 2020 1:22 PM  
**To:** Richard Geist  
**Subject:** RE: Request For Quote  
**Attachments:** RFP RESPONSE 4.15.2020.pdf; PR20-17LM\_EndUserRebate Apr\_Sept20.pdf

[This email originated outside of Yamhill County]

Captain,

Please find our response to your RFP attached. Approximately 70% of this quote was based on the NASPO contract, pursuant to directions in the Memo from the Sheriff. If this should actually be deemed a competitive bid process based on price, we would ask for time to modify our answer.

Also as an added benefit, I have attached the latest "Rebate" from JVCKenwood on their radios. If Yamhill County should elect to purchase radios they would be eligible for approximately \$3400 in rebates from JVCKenwood.

Please let me know if you have any questions.

Respectfully,

Scott A. Reilly  
President/CEO



3101 NE Argyle St  
PO Box 11459  
Portland, OR 97211-0459  
(503)232-9031 phone  
(503)505-0021 cell  
(503)232-7384 fax  
(800)283-2666 toll free

NOTE: This message is a private transmittal between the sender and designated recipient. It may contain confidential information. If you are not intended recipient, you are hereby notified that any use, distribution, or disclosure of this message is unauthorized and strictly prohibited.

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**From:** Richard Geist <geistr@co.yamhill.or.us>  
**Sent:** Wednesday, April 15, 2020 8:03 PM  
**To:** Scott Reilly <scott@commnw.com>  
**Subject:** Request For Quote

To: Scott Reilly  
Communications Northwest  
PO Box 11459

Portland, OR 97211  
[scott@commnw.com](mailto:scott@commnw.com)

Good evening Scott,

Please see our attached Request for Quote.

Rich

Captain Rich Geist  
Yamhill County Sheriff's Office  
Yamhill County Correctional Facility  
535 NE 5th Street  
McMinnville, OR 97128  
Office (503) 434-7507  
Direct (503) 474-6898  
Fax (503) 434-7331



<https://www.facebook.com/YamhillCountySO/>

\*\*\*\*\*CONFIDENTIALITY NOTICE\*\*\*\*\*

This e-mail may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this e-mail in error, please advise me immediately by reply e-mail, keep the contents confidential, and immediately delete the message and any attachments from your system.

\*\*\*\*\*



# COMMUNICATIONS NORTHWEST

Yamhill County Sheriff's Office  
Corrections Division Radio Upgrades

**Created by:**

Scott A. Reilly

President/CEO

**Presented to:**

Richard Geist

Captain



## COMMUNICATIONS NORTHWEST

April 29, 2020

Sheriff Tim Svenson  
c/o Captain Richard Geist  
Yamhill County Sheriffs Office  
Yamhill County Corrections  
535 NE 5<sup>th</sup> St  
McMinnville, OR 97128

Captain Geist,

Please find our response to your Request for Quote issued April 15, 2020. Please note that a few of the items contained in our quote are optional items and can be removed should budgetary or other considerations need to be made.

It is important to note when it comes to the AVTEC console installation there are a few customer responsibilities. The first is a network connection that reaches back to the basement IT room and switching. Lastly, training for 2 of your staff members through AVTEC so that you can internally solve issues without outside assistance. This training is free of charge. Usually these items are not of major concern, but I would be remiss without mentioning them since our previous discussions are now several months old.

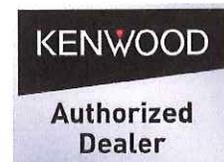
Our proposal to you is based largely on the NASPO contract, as the only Radio Dealer that would be authorized to sell you both the Kenwood Radios and AVTEC console on NASPO. Our qualifications as a Kenwood dealer are vast, we are a leader in the region for Sales and Service of Kenwood equipment. When it comes to our qualifications with the AVTEC consoles we are a Preferred Service Provider and currently the only one in the country. AVTEC contracts Communications Northwest to install AVTEC consoles throughout the US. We have two Level 3 Technicians (highest qualification) and several others trained at a lower level. No other Team can provide the level of service that the Comm NW Team can.

In closing, we ask that if you have any questions or clarifications please ask, we are here to provide you a smooth sales and deployment experience.

Respectfully Submitted,

Scott A. Reilly  
President/CEO

3101 NE Argyle St.  
Portland, OR 97211  
(503) 232-9031  
Fax (503) 232-7384  
(800) 283-COMM





**COMMUNICATIONS  
NORTHWEST**

3101 NE Argyle St.  
Portland, OR 97211  
(503) 232-9031

**Quote**

Name / Address
Yamhill County Sheriffs Office Sheriff Tim Svenson 535 NE 5th St, Room 143 McMinnville, OR 97128

Date	Quote #
4/21/2020	3637

Rep	Terms	P.O. Number
SR	Net 30	

Quantity	Item Code	Description	U/M	Amount	Total
	Notes	Kenwood and Motorola Radios		0.00	0.00
40	NX-5300K2	UHF (450-520MHz), 5.0 Watts NXDN Conventional		842.00	33,680.00
40	KWD-5300CV	License Key for DMR Tier II Conventional		60.00	2,400.00
80	KNB-L3M	Li-ion 3400mAh (High Capacity)		183.00	14,640.00
40	KRA-27M	KRA-27M UHF WHIP ANT 440-490 MHz		14.50	580.00
40	KSC-32	Rapid rate single unit charger		82.00	3,280.00
1	KPG-D1NK	License Key for KPG-D1NK		155.00	155.00
1	KPG-36XM	Full Speed USB Programming interface cable		162.00	162.00
	Sales Discount	Discount - NASPO 06913		-30.00%	-16,469.10
1	Notes	The following items are not under the NASPO contract		0.00	0.00
40	SM6WE-K1	Heavy Duty, IP67 Water & Dust Proof, With Emergency Button (SM6WE)		99.99	3,999.60
4	EC6M-KW4	ENDURA SIX UNIT CHARGER W/ PODS. KW = ENDURA CHARGER POD FOR KENWOOD NX5000		411.60	1,646.40
8	SL300-U-SC-99	SL300 Portable Radio DIGITAL 99-CHANNEL PACKAGES (W/ DISPLAY) Include: PMNN4468 (2300 mAh) Li-Ion Battery, PMLN7109 Single Unit Charger, Swivel Carry Holster, and Antenna.		324.05	2,592.40
8	PMNN4468	Li-Ion 2300T Battery		35.00	280.00
1	Notes	Repeater Re-location to basement IT room and associated parts		0.00	0.00
16	302 - RF TECH ...	RF TECH LABOR - KENWOOD - NASPO 06913		115.00	1,840.00
1	MISCPARTS	Cabinet Locking - Refurbished		595.00	595.00
1	MISCPARTS	MISC PARTS - Includes connectors, antenna line, brackets		395.00	395.00
1	FCC-MOD	FCC-MODIFICATION		650.00	650.00
1	RPTRMAINT	REPEATER PREVENTATIVE MAINTENANCE (2 hours @ Kenwood NASPO)		230.00	230.00
				<b>Total</b>	



**COMMUNICATIONS  
NORTHWEST**

3101 NE Argyle St.  
Portland, OR 97211  
(503) 232-9031

**Quote**

Name / Address
Yamhill County Sheriffs Office Sheriff Tim Svenson 535 NE 5th St, Room 143 McMinnville, OR 97128

Date	Quote #
4/21/2020	3637

Rep	Terms	P.O. Number
SR	Net 30	

Quantity	Item Code	Description	U/M	Amount	Total
1	SMX1500RMN...	APC Smart-UPS X 1500VA Rack/Tower LCD 120V with Network Card TAA		1,675.00	1,675.00
1	65544/SNC	UHF DUPLEXER 4 CAVITY PASS		1,745.00	1,745.00
	Notes	AVTEC Console for the Control Room - PRICING IS NASPO		0.00	0.00
1	SFW-SCOUT-E...	Scout E4 Console - Tier 1 includes a license for a Scout Enterprise Console with Software Audio Package with all features and functionality of Scout EX Console. Scout E4 enables access to maximum of 4 channels concurrently. Includes IRR. Software License version.		6,778.16	6,778.16
1	ACC-CPU-DT-...	PC Small form factor, dual NICs and a solid state hard drive for Console Position or "Plus" Console Packages, MS Windows 10 Enterprise 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed. For use with Scout 4.3 and above.		1,768.43	1,768.43
1	ACC-TSC-23W...	23" LED touch screen for PC console - 16x9 format		2,003.90	2,003.90
1	ACCUSB-SPK-2	Avtec USB Dua Speaker Kit, Scout Software Media Workstation		782.95	782.95
1	ACCUSB-MIC	Avtec USB PTT Desk Microphone, Scout Software Media Workstation		597.87	597.87
1	SFW-VPG-L0-...	Non-Redundant VPGate Software License for a maximum of 24 endpoints; up to 12 may be "B" Licenses. Software Key.		5,016.51	5,016.51
1	OUTPOST-2R	Radio Controller, VoIP, 2 Ports, 12VDC input		2,204.48	2,204.48
2	OUTPOST-RJ-...	Connector for OUTPOST Radio port that supports RJ45 cable for 2/4W tone keying and E&M applications.		25.20	50.40
1	OUTPOST-RA...	3U Rack mount shelf (holds 1-4 Outposts) plus 3U Rack mount power supply		602.72	602.72
				<b>Total</b>	



**COMMUNICATIONS  
NORTHWEST**

3101 NE Argyle St.  
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<b>Name / Address</b>
Yamhill County Sheriffs Office Sheriff Tim Svenson 535 NE 5th St, Room 143 McMinnville, OR 97128

<b>Date</b>	<b>Quote #</b>
4/21/2020	3637

<b>Rep</b>	<b>Terms</b>	<b>P.O. Number</b>
SR	Net 30	

Quantity	Item Code	Description	U/M	Amount	Total
8	501 - PROJECT...	PROJECT MANAGEMENT - AVTEC - NASPO		184.63	1,477.04
24	302 - RF TECH ...	CONFIGURATION/INSTALLATION - AVTEC - NASPO		147.70	3,544.80
4	505 - TRAINING	TRAINING - AVTEC - NASPO		147.70	590.80
		OR - Tax Exempt		0.00%	0.00
				<b>Total</b>	\$79,494.36

**\*\*TERMS AND CONDITIONS\*\***

12% Annual Interest is applied on accounts over 30 days old.  
\$5 Monthly Statement Charge applied to open invoices 5 days after their due date.

## End User Rebates For Select NEXEDGE® Models



Promotion Bulletin PR20-17LM / Promo 91181  
 Issued Apr 20, 2020  
 Promotional Period: Apr 20 - Sept 30, 2020

Enjoy End User Rebates for select NEXEDGE radio models through September 30, 2020. Includes all related packages and Intrinsically Safe (I.S.) Models. A minimum of five units (max quantity 250) is required to qualify. Models can be mixed/matched within groupings to achieve minimums.

Rebate Amount	Eligible Models
\$30	NX-1200 / 1300
\$35	NX-740 / 840 and TK-D740 / 840
\$60	NX-3220 / 3320 / 3420K3 / 3720HGK / 3820HGK / 3920GK / 3921GK
\$70	NX-3200 / 3300 / 3400K3
\$85	NX-5200 / 5300 / 5400 / 5600HBF / 5700 / 5700HBF / 5800 / 5800HBF / 5900

### Terms

- Purchases must be for a minimum of five (5) qualifying radios with a maximum rebate qty. of 250 units per End User company/agency.
- Eligible radios must be sold, delivered and invoiced to a Commercial or Public Entity End User within the promotional period.
- Kenwood Dealer radio purchases, third party radio purchases and leased radios are not eligible for user rebates.
- Not for private individual use. JVCKENWOOD dealers and dealer employees are ineligible to participate.
- All rebate claim information must be postmarked or entered online by 10/30/2020.
- Backup documentation must be uploaded during the claim process at [kenwood.rebateaccess.com](http://kenwood.rebateaccess.com) or if mailing, documents must be postmarked by 10/30/2020.
- Complete model and serial numbers must be listed. Be sure to reference this promotion number.
- A rebate check will be mailed to the end user within 8-10 weeks from submission of rebate request.
- Refer to the Rebate Center Terms & Conditions for a complete list of eligibility requirements.
- Cannot be combined with any other JVCKENWOOD promotions unless specified.

JVCKENWOOD USA Corporation

[mytools.kenwoodusa.com](http://mytools.kenwoodusa.com)

*B.O. 20-381  
 Exhibit "A"  
 Pg 12 of 12*

Exhibit B  
(see attached)

B.D. 20-381  
Exhibit "B"  
Pg 1 of 8

## COMMUNICATIONS NORTHWEST

3101 NE Argyle Street  
Portland, OR 97211

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**Services Performed By:**  
Communications NW  
3101 NE Argyle Street  
Portland, Oregon 97211

**Services Performed For:**  
Yamhill County Sheriff's Office  
535 NE 5<sup>th</sup> Street  
McMinnville, Oregon

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This Statement of Work, # 3993 and attaches Sales Order 3993, hereinafter called the SOW, is presented to Yamhill County Sheriff's Office ( Customer ) by Communications NW ( Contractor ) The purpose of the SOW is to outline work to be performed and expectations for both customer and contractor.

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### Summary

Customer has requested and accepted quote from Contractor to provide materials and services to enhance communications at the Yamhill County Correctional Facility. The enhancement is in the form of new equipment and relocation of some existing equipment. Comm NW will provide all technical resources to complete this project.

### Period of Performance

Contractor expects that all work will be completed, and all equipment delivered to customer by January 31, 2021.

### Engagement Resources

#### Customer

Rich Geist – Captain – Yamhill County Sheriff's Office

#### Contractor.

Aaron Ferguson – Project Manager – Comm NW

Kevin Farley – Technical Manager – Comm NW

Joey Webb – Technician – Comm NW

Mark Burnett – Sr Technician – Comm NW

## Scope of Work

Customer has requested that Comm NW provide the following general items:

New Radios and related accessory equipment for jail staff  
FCC License modification  
Relocation of a repeater to an IT room in the basement of the county building  
One single Avtec dispatch position.  
Project management, programming, configuration technical services for project  
Provide training and documentation for above items

Contractor will assist customer to confirm the order of the requested parts and components and will discuss any areas of concern to make sure that all parts and accessories are compatible and will operate with Customers existing systems and equipment.

In addition, Contractor will complete the following items:

### Portable Radios and Equipment

- Order, program and deliver 48 portable radios, as outlined in attached sales order
- Order and deliver the related accessories for those radios to include batteries, chargers, speaker mics etc. This list is also included in the attached sales order.

### Repeater relocation

- Contractor will perform preventative maintenance (PM) services on customer repeater.
- Contractor will supply a cabinet, backup power supply, duplexer and other necessary parts and installation materials to relocate repeater to customer supplied IT room in the basement of the County building

### FCC Modification

- Complete the modification process for the Customer FCC license to reflect the new repeater location. This would include any other updates as may be needed on customer license. Such as points of contact, emails, addresses etc.

### Avtec Single Position Install

- Contractor will order, configure, and install a single position Avtec Dispatch console
- This will be in the Control Room at the jail in customer designated area
  - This will include a small PC workstation, Monitor, dual USB speakers and USB microphone
- Contractor will install a server in customer designated radio equipment room.
- Contractor will install hardware devices for the Avtec System that connects to customer radio system.

## Customer Responsibilities

Customer is asked to provide access to installation areas, including customer IT room and radio equipment room. Customer is also asked to provide a suitable workspace for technicians to assemble, program or configure equipment. This may be done in part at the Contractor office, but it may be necessary for some on site space.

Contractor also requests that all work areas or work locations be free from any inmate areas while working within the facility

Customer will be responsible for any of the following if needed

- Building construction additions, remodeling, or other changes
- Power system installation or relocation of outlets, fixtures, or other electrical components
  - This will include any grounding work, if needed, to be completed by licensed electrical contractor of Customer choice.

## Contractor Obligations

Contractor agrees to provide all equipment, services, technical expertise, and labor services to accomplish the items listed above.

Contractor also complies with the following:

- CJIS: All Technicians that will work on customer site, in areas where CJI is accessible are trained, certified and have been fingerprinted for CJIS unescorted access within criminal justice facilities. Contractor also understands that current CJIS policy mandates that all technicians will be fingerprinted again at your facility. Copies of certificates for technicians are available to customer if needed
- COVID-19: Contractor understands that these are unprecedented times with regards to personal safety and awareness due to COVID-19. Comm NW has an active COVID-19 policy and is in direct compliance with the Governor Order. We will consistently and professionally maintain all safety precautions related to COVID-19. This includes social distancing, workspace awareness and spacing where other people are present, facial coverings, hand washing/cleaning and cleanliness in our equipment and materials. We also understand the unusual circumstances of working in a correctional facility and the unique risks and considerations that COVID-19 poses. We will be mindful and respectful of customer facilities in our work.

## Payment Terms and Conditions

- Payments:
  - All hardware orders more than \$2,500.00 will be invoiced at time of acceptance of the SOW as indicated via customer signature and/or issuance of customer purchase order.
  - Services and labor charges more than \$5,000.00 will be invoiced as follows:
    - 50 Percent at time of acceptance of SOW
    - 50 percent at completion of services
- Net 30 terms will apply to invoices generated from this SOW
- Special Order items
  - Payment for all special-order items are required in advance as they are often not returnable. Special order items are those items that are specific to the customer project and therefore not usable on another project.
- Shipping and Handling
  - Shipping and handling charge will be invoiced at time of delivery to Comm NW
- This SOW is valid for 30 days from date of presentation to Customer

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_



3101 NE Argyle St.  
 Portland, OR, 97211  
 503-232-9031

# Sales Order

Date	S.O. No.
Jun-15-2020	3993

<b>Bill To</b>
Yamhill County Sheriffs Office Sheriff Tim Svenson 535 NE 5th St, Room 143 McMinnville, OR 97128

<b>Ship To</b>
Yamhill County Sheriffs Office Sheriff Tim Svenson 535 NE 5th St, Room 143 McMinnville, OR 97128

Via	Terms	P.O. No.	Rep
	Net 30		SR

Item	Description	QTY	Rate	Amount
Notes	Kenwood and Motorola Radios	1	\$0.00	\$0.00
Kenwood:NX-5300K2	UHF (450-520MHz), 5.0 Watts NXDN Conventional	40	\$842.00	\$33,680.00
Kenwood:KWD-5300CV	License Key for DMR Tier II Conventional	40	\$60.00	\$2,400.00
Kenwood:KNB-L3MOLD	Li-ion 3400mAh (High Capacity)	80	\$183.00	\$14,640.00
Kenwood:KRA-27M	KRA-27M UHF WHIP ANT 440-490 MHz	40	\$14.50	\$580.00
Kenwood:KSC-32	Rapid rate single unit charger	40	\$82.00	\$3,280.00
Kenwood:KPG-D1NK	License Key for KPG-D1NK	1	\$155.00	\$155.00
Kenwood:KPG-36XMOLD	Full Speed USB Programming interface cable	1	\$162.00	\$162.00
Subtotal		1	\$54,897.00	
Sales Discount	Discount - NASPO 06913	1	(\$30.00)	(\$16,469.10)
Notes	The following items are not under the NASPO contract	1	\$0.00	\$0.00
Speaker Mics:SM6WE-K1OLD	Heavy Duty, IP67 Water & Dust Proof, With Emergency Button (SM6WE)	40	\$99.99	\$3,999.60
EC6M-KW4	ENDURA SIX UNIT CHARGER W/ PODS. KW = ENDURA CHARGER POD FOR KENWOOD NX5000	4	\$411.60	\$1,646.40
SL300-U-SC-99	SL300 Portable Radio DIGITAL 99-CHANNEL PACKAGES (W/ DISPLAY) Include: PMNN4468 (2300 mAh) Li-Ion Battery, PMLN7109 Single Unit Charger, Swivel Carry Holster, and Antenna.	8	\$324.05	\$2,592.40
PMNN4468	Li-Ion 2300T Battery	8	\$35.00	\$280.00
Notes	Repeater Re-location to basement IT room and associated parts	1	\$0.00	\$0.00
302 - RF TECH LABOR	RF TECH LABOR - KENWOOD - NASPO 06913	16	\$115.00	\$1,840.00



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Yamhill County Sheriffs Office Sheriff Tim Svenson 535 NE 5th St, Room 143 McMinnville, OR 97128

Via	Terms	P.O. No.	Rep
	Net 30		SR

Item	Description	QTY	Rate	Amount
Hardware:MISCPARTS	Cabinet Locking - Refurbished	1	\$595.00	\$595.00
Hardware:MISCPARTS	MISC PARTS - Includes connectors, antenna line, brackets	1	\$395.00	\$395.00
Service:FCC-MOD	FCC-MODIFICATION	1	\$650.00	\$650.00
Service:RPTR Maint	REPEATER PREVENTATIVE MAINTENANCE (2 hours @ Kenwood NASPO)	1	\$230.00	\$230.00
SMX1500RMNCUS	APC Smart-UPS X 1500VA Rack/Tower LCD 120V with Network Card TAA	1	\$1,675.00	\$1,675.00
65544/SNC	UHF DUPLEXER 4 CAVITY PASS	1	\$1,745.00	\$1,745.00
Notes	AVTEC Console for the Control Room - PRICING IS NASPO	1	\$0.00	\$0.00
SFW-SCOUT-E4-T1-SK	Scout E4 Console - Tier 1 includes a license for a Scout Enterprise Console with Software Audio Package with all features and functionality of Scout EX Console. Scout E4 enables access to maximum of 4 channels concurrently. Includes IRR. Software License version.	1	\$6,778.16	\$6,778.16
ACC-CPU-DT-WIN10	PC Small form factor, dual NICs and a solid state hard drive for Console Position or "Plus" Console Packages, MS Windows 10 Enterprise 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed. For use with Scout 4.3 and above.	1	\$1,768.43	\$1,768.43
ACC-TSC-23WS-PC	23" LED touch screen for PC console - 16x9 format	1	\$2,003.90	\$2,003.90
ACCUSB-SPK-2	Avtec USB Dua Speaker Kit, Scout Software Media Workstation	1	\$782.95	\$782.95
ACCUSB-MIC	Avtec USB PTT Desk Microphone, Scout Software Media Workstation	1	\$597.87	\$597.87
SFW-VPG-L0-NR-SK	Non-Redundant VPGate Software License for a maximum of 24 endpoints; up to 12 may be "B" Licenses. Software Key.	1	\$5,016.51	\$5,016.51
OUTPOST-2R	Radio Controller, VoIP, 2 Ports, 12VDC input	1	\$2,204.48	\$2,204.48
OUTPOST-RJ-CONN	Connector for OUTPOST Radio port that supports RJ45 cable for 2/4W tone keying and E&M applications.	2	\$25.20	\$50.40



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Yamhill County Sheriffs Office Sheriff Tim Svenson 535 NE 5th St, Room 143 McMinnville, OR 97128

Via	Terms	P.O. No.	Rep
	Net 30		SR

Item	Description	QTY	Rate	Amount
OUTPOST-RACKMT-PKG	3U Rack mount shelf (holds 1-4 Outposts) plus 3U Rack mount power supply	1	\$602.72	\$602.72
501 - PROJECT MANAGEMENT	PROJECT MANAGEMENT - AVTEC - NASPO	8	\$184.63	\$1,477.04
302 - RF TECH LABOR	CONFIGURATION/INSTALLATION - AVTEC - NASPO	24	\$147.70	\$3,544.80
505 - TRAINING	TRAINING - AVTEC - NASPO	4	\$147.70	\$590.80
	Sales Tax		0.00%	\$0.00
<b>Total</b>				\$79,494.36

B.O. 20-381  
 Exhibit "B"  
 Pg 8 of 8