

MUNICIPAL ORDER 11-2019

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN APPLICATION FOR A FY2019 COMPETITIVE GRANT THROUGH THE KENTUCKY 911 SERVICE BOARDS IN AN APPROXIMATE AMOUNT NOT TO EXCEED \$12,434.00, THE PROCEEDS OF WHICH WILL BE UTILIZED BY THE CITY OF OWENSBORO TO PURCHASE SPECTRACOM NETCLOCK EQUIPMENT FOR USE BY THE OWENSBORO-DAVISS COUNTY CENTRALIZED 911 COMMUNICATIONS CENTER; A TEN PERCENT (10%) MATCH BEING REQUIRED BY THE CITY.

WHEREAS, the Owensboro-Daviess County Centralized 911 Communications seeks to file an application for a FY2019 Competitive Grant through the Kentucky 911 Service Boards in an approximate amount not to exceed \$12,434.00, the proceeds of which the City of Owensboro will purchase Spectracom Netclock equipment; and

WHEREAS, the current Spectracom Netclock 9000 series equipment has met its end-of-life cycle and it is used to validate 911 event records, improve response times and facilitate interoperability between networks, systems and interagency coordination; and

WHEREAS, a ten percent (10%) match is required of applicants for this grant.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF OWENSBORO, KENTUCKY, AS FOLLOWS:

Section 1. That the Mayor be, and he hereby is, authorized and directed to execute a grant application to be filed with the 911 Emergency Service Boards for the FY2019 State 911 Emergency Service Board Program for grant funds in an approximate amount not to exceed \$12,434.00, the proceeds of which the City of

Owensboro will purchase Spectracom Netclock equipment, for which a ten percent (10%) match shall be required from the City.

Section 2. That the Mayor, City Manager and appropriate staff members are hereby authorized and directed to execute any and all other agreements, instruments or documents necessary and appropriate to effectuate and implement any grants awarded to the City.

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the 7th day of May, 2019.

Thomas H. Watson, Mayor

ATTEST:

Beth Cecil, City Clerk



2019 Kentucky 911 Services Board grant application cover sheet

Lead applicant agency Owensboro-Daviess County Central Dispatch

Example: 911 Board, City, County Fiscal Court, State Agency

Application number 19-036

Project title Spectracom Netclock Equipment Owensboro-Daviess County

Qualifying Funding Category (check one):

- ☐ 1. Connection to existing Host/Remote configuration approved by the Board
- ☒ 2. New or improved 911 support equipment
- ☐ 3. Regional Host/Remote proposals outside of current Board approved deployments
- ☐ 4. Other projects that meet the spending criteria outlined in 202 KAR 6:090

Budget Summary: (Budget costs should match any requested vendor quotes. Local match must be subtracted from the subtotal and not included in the total amount requested)

\$ <u>12,434.00</u>	Equipment
\$ _____	Management & Administration
\$ _____	Other:
\$ <u>1,243.40</u>	Local Match (this amount should be subtracted from subtotal)
\$ <u>11,190.60</u>	Total Amount Requested

Program Officials:

	Authorizing Official <i>Judge/Executive, Mayor, etc.</i>	Project Manager <i>Day-to-day grant manager</i>	Financial Officer <i>Treasurer, City Clerk, etc.</i>
Name	<u>Thomas H. Watson</u>	<u>Paul E. Nave</u>	<u>Angela M. Hamric</u>
Title	<u>Mayor</u>	<u>911 Director</u>	<u>Director of Finance and Support Services</u>
Signature	_____	_____	_____
Date	<u>April 18, 2019</u>	<u>April 18, 2019</u>	<u>April 18, 2019</u>



Include this Page in your Application

(A) Cover Sheet
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Project Description and justification

Describe the details of your project. What is the purpose and end goal of the project; the specific utilization of grant funds; and the impact on and improvement to your current 911 operations? Refer to "2019 Application Guidelines" (page 7 of this document) for guidance on information to include in the project description. Add additional typed pages as needed. (Recommended: 1-3 pages)

*Please see attached Project Description and Justification page.



Include this Page in your Application

(C) Project Description
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Spectracom Netclock Equipment Owensboro-Daviess County Project# 19-036

Owensboro-Daviess County Central Dispatch currently uses Spectracom Netclock 9000 series equipment which has met end-of-life cycle. This information was released January 10th, 2019. Spectracom Netclock is used to validate 911 event records, improve response times and facilitate interoperability between networks, systems and inter-agency coordination. It ensures a proper time stamp when the absolute time is imperative. The City of Owensboro and Daviess County Central Dispatch officially combined in 2010. City police, county deputies, EMA (Yellow Ambulance), city fire and county fire all benefit from this equipment. The city has a Motorola Astro P25 radio system which includes nine console positions and uses Spectracom Netclock to ensure the correct time is kept if an event should happen. CAD and Solacom 911 phone equipment utilize the Spectracom Netclock also. When the current Spectracom Netclock system eventually fails, central dispatch will not have vendor support to have this equipment repaired. CAD calls, phone calls, and radio traffic times might not be correct. This can cause problems if an incident happens out in the field and an officer needs the correct time in court. All time has to match and be spot-on.

The total cost of this project will be \$12,434.00 which is equipment only. The city will match 10% of the total cost which will be \$1,243.40. So the total amount the city is asking for will be \$11,190.60. The server, clocks, external antenna and network cables will be installed by in house technicians. Of course there will be vendor support if there are any questions or problems. As stated before, Central Dispatch budgets each year for equipment failures or maintenance. Technicians working for the City of Owensboro will perform updates if any occur. The clocks which are tied to the server flash if they are not synced up or receiving updated time. Dispatchers utilize these clocks daily. If there are any problems they let their supervisor know. The system will be monitored 24/7. The new equipment will be in a clean, secure and temperature controlled environment at all times. There is a building UPS unit which will be powering the new Netclock server also.

Central dispatch budgets for equipment repair every year. The current or new Netclock does and will have money budgeted if something should malfunction. Our current Netclock does not have technical support since it is obsolete now. There is staff on hand which includes two network engineers, three network administrators and two radio/network technicians to troubleshoot up to a certain point if there are any issues. New equipment will have full technical support from the vendor and in house for many years including the warranty.

*Please see equipment list and pricing listed on sheet.

Assurances

Acceptance of terms and conditions

The grantee accepts and agrees to comply with all grant terms and conditions. The grantee understands that grants are contingent upon Board review and approval, the availability of funds and an application may only receive partial funding.

Disclaimer

The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant, return of all funds and interest accrued (if any), to the Kentucky 911 Services Board and any other remedy provided by law.

Notification of Awards

The Kentucky 911 Services Board will announce awards upon approval.

Changes

No changes or departures from the original proposal shall be permitted unless the Kentucky 911 Services Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds.

Failure to utilize grant funds as represented may jeopardize eligibility for future funding.

Authority

I hereby affirm my authority and responsibility for the use of funds requested and further certify that all statements and supporting data in the grant application are true and correct.

Authorizing Official's Signature

Date

Thomas H. Watson

Printed Name

Subscribed and sworn before me this _____ day of _____ 20____

Notary Public



Include this Page in your Application

**(D) Assurances
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PSAP REVENUE/EXPENDITURE REPORT

For the period July 1, 2017 - June 30, 2018

KENTUCKY Office of Homeland Security, Kentucky 911 Services BOARD

PSAP NAME: City of Owensboro

REVENUE (Amounts received July 1, 2017-June 30, 2018)

(1) Balance of all 911 funds at the beginning of the reporting period.	\$ 547,431.00
(2) Total Amount of CMRS funds received from CMRS Board	\$ 294,626.00
(3) Total Amount of Local 911 fee revenues	\$ 186,894.00
(4) Total Amount of County or City General Funds received in current fiscal year	\$ 2,328,096.00
(5) Total Amount of CMRS Grant Funds received in current fiscal year	
(6) Total Amount of Other Grant Funds received in current fiscal year	
(7) Total Amount of Interest received in current fiscal year	\$ 14,347.00
(8) Total Amount of Other Funds received in current fiscal year	\$ 5.00
(9) Total 911 funds available	\$ 3,371,399.00

EXPENDITURES

Personnel Cost

(10) Dispatch Supervisor/Director Salary	\$ 66,908.00
(11) Dispatcher Salaries	\$ 1,038,501.00
(12) Mapping/Addressing Salaries	Included in dispatcher salaries
(13) Other Salaries	\$ -
(14) Retirement Contribution	\$ -
(15) Health Insurance	\$ 203,563.00
(15a) Unemployment Insurance	\$ 255,401.00
(16) Other Fringe Benefits	\$ 3,349.00
(16a) Sick Leave Payout	\$ 93,638.00
	\$ 11,406.00

Facility Costs

(17) Capital improvements	\$ -
(18) Lease or rental payments	\$ -
(19) Utilities	\$ 1,467.00
(20) Telephone Service/911 Trunks	\$ 119,109.00
(21) Maintenance	\$ 4,625.00
(22) Emergency Power Equipment	\$ 12,266.00
(23) Insurance	\$ 9,609.00
(24) Furniture and Fixtures	\$ 1,849.00
(25) Office Supplies	\$ 7,283.00
(26) Other Facility Costs	\$ 4,222.00

Training and Memberships

(27) On -Site Training	\$ 2,908.00
(28) Conferences	\$ 3,725.00
(29) Training Related Travel	\$ 6,654.00
(30) Membership Dues	\$ 468.00

Equipment/Software

(31) 911 Controllers	\$ 20,218.00
(32) Telephone Equipment	\$ 10,401.00
(33) Remote 911 Hardware, Modems etc.	\$ 31.00
(34) Computer workstations	\$ 27,358.00
(35) Radio Systems	\$ 33,171.00
(36) CAD System	\$ -
(37) GIS/ Mapping System	\$ -
(38) Software licenses	\$ 4,233.00
(39) Maintenance/Service Agreements	\$ 141,043.00
(40) Other Equipment and Software	\$ 2,283.00

Vehicle Expenses

(41) MSAG development and Maintenance	\$ 274.00
(42) GIS Verification & Testing	\$ -
(43) Other	\$ 4,586.00

Professional Services

(44) Legal	
(45) Auditing	
(46) Mapping/Addressing	
(47) Other	\$ 64,281.00
(48) Total Expenditures	\$ 2,154,830.00

Report Prepared By:	Dane' Galloway
Title:	Deputy Director of Finance & Support Services
Phone:	(270)684-8523
Email:	gallowayds@owensboro.org



PSAP BUDGET

For the period July 1, 2018 - June 30, 2019

Kentucky 911 Services Board

PSAP NAME: City of Owensboro
APPLICATION #: _____

REVENUE (Amounts expected to be received July 1, 2018-June 30, 2019)

(2) Total Amount of CMRS funds received from CMRS Board	\$ 274,000.00
(3) Total Amount of Local 911 fee revenues	\$ 175,000.00
(4) Total Amount of County or City General Funds received in current fiscal year	\$ 2,549,175.00
(5) Total Amount of CMRS Grant Funds received in current fiscal year	
(6) Total Amount of Other Grant Funds received in current fiscal year	\$ 27,871.00
(7) Total Amount of Interest received in current fiscal year	\$ 38,000.00
(8) Total Amount of Other Funds received in current fiscal year	\$ -
(9) Total 911 funds available	\$3,064,046.00

EXPENDITURES

Personnel Cost

(10) Dispatch Supervisor/Director Salary	\$ 84,665.00
(11) Dispatcher Salaries	\$ 1,203,421.00
(12) Mapping/Addressing Salaries	
(13) Other Salaries	\$ 14,249.00
(14) Retirement Contribution	\$ 292,877.00
(15) Health Insurance	\$ 257,652.00
(16) Other Fringe Benefits	\$ 115,319.00

Facility Costs

(17) Capital improvements	
(18) Lease or rental payments	
(19) Utilities	\$ 1,600.00
(20) Telephone Service/911 Trunks	\$ 109,292.00
(21) Maintenance	\$ 11,789.00
(22) Emergency Power Equipment	\$ 21,780.00
(23) Insurance	\$ 9,778.00
(24) Furniture and Fixtures	
(25) Office Supplies	\$ 6,650.00
(26) Other Facility Costs	\$ 600.00

Training and Memberships

(27) On -Site Training	\$ 1,500.00
(28) Conferences	\$ 9,047.00
(29) Training Related Travel	
(30) Membership Dues	\$ 888.00

Equipment/Software

(31) 911 Controllers	\$ 6,300.00
(32) Telephone Equipment	\$ 2,800.00
(33) Remote 911 Hardware, Modems etc.	
(34) Computer workstations	\$ 8,550.00
(35) Radio Systems	\$ 46,663.00
(36) CAD System	\$ 200,000.00
(37) GIS/ Mapping System	
(38) Software licenses	\$ 29,600.00
(39) Maintenance/Service Agreements	\$ 336,553.00
(40) Other Equipment and Software	\$ 5,489.00

Vehicle Expenses

(41) MSAG development and Maintenance	\$ 624.00
(42) GIS Verification & Testing	
(43) Other	\$ 2,250.00

Professional Services

(44) Legal	
(45) Auditing	
(46) Mapping/Addressing	
(47) Other	\$ 118,913.00
(48) Total Expenditures	\$2,898,849.00

I, Dane' Galloway
(Typed Name of Report Preparer/Reviewer)

Certify that I have written or reviewed this report and that all the information in the report is true and correct as of this date.



Include this Page in your Application

(F) Financial Reports



2019 Kentucky 911 Services Board Grant

Proper Procurement Declaration

Grant applicant name: Owensboro-Daviess County Central Dispatch

Application number: 19-036

Project title: Spectracom Netclock Equipment Owensboro-Daviess County

All grant applicants must complete the procurement process in advance of submission of the application.

Please check the box to identify the procurement method followed. The documentation provided **MUST** match the amount requested.

- ☐ A) Official Request for Proposal (RFP) Completed
- ☐ B) Items to be purchased on State Price Contract
- ☐ C) Items to be purchased qualify for sole source exemption
- ☒ D) Items to be purchased do not exceed \$20,000

Requirements for each of the above selections are identified below:

A) Official Request for Proposal (RFP) completed

Vendor Selected: _____

Other vendors that Responded: _____

Please include the following documentation if Option A was selected:

- A copy of the official RFP (should include the scoring criteria).
- A copy of the RFP advertisement.
- A copy of each response to the RFP (a few important pages including quote and description of services to be provided is sufficient).
- A narrative describing why the winning bid was chosen.



Include this Page in your Application

(F) Procurement Dec.
Page: 15

B) Items to be purchased on State Price Contract

Vendor selected: _____

Master agreement (MA) #: _____

Item #(s): _____

Please include the following documentation if Option B was selected:

- A copy of the vendor quote and description of services to be provided.

C) Items to be purchased qualify for sole source exemption

Vendor selected: _____

Please include the following documentation if Option C was selected:

- A copy of the vendor quote and description of services to be provided.
- A narrative signed by your purchasing official (County/City Treasurer or the equivalent) justifying the Sole Source Exemption.

D) Items to be purchased do not exceed \$20,000

Vendor selected: RCS Communications

Please include the following documentation if Option D was selected:

- A copy of the vendor quote and description of services to be provided.

This form **MUST** be signed by your purchasing official (county/city treasurer or the equivalent).

"I certify that the information reported in this document is true and the Kentucky Model Procurement Code (KRS 45A) was followed in deciding how to purchase the items requested in this grant application."

_____	Director of Finances and Support Services	April 18,2019
Signature	Title	Date



Include this Page in your Application

**(F) Procurement Dec.
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The Leaders in Wireless Communication
Products and Services...
SINCE 1952.

Prepared For: Owensboro Police Department

Attn: John Maske

Phone: 270-903-9472

Email: MASKEJD@owensboro.org

- | | | |
|----|--|--------------------|
| 1) | NetClock-GPS/GNSS Time Server-master clock
GPS/GNSS Time Server/master clock, modular design offering various timing I/O card modules. Synchronizes computer networks and emergency dispatch systems. Meets NENA PSAP Master Clock standard (#04-002). Includes 1 - 10/100Base-T port, 1 - RS-232 and 1 - RS-485 ASCII time code ports, 1 - IRIG B/E AM/TTL time code output port, and front panel keypad with dual LED/LCD display. 19" wide, 1U high chassis with rack-mounting ears, and integral power supply. RoHS-compliant. | \$ 4,195.00 |
| 1) | OCXO Oscillator for GPS/GNSS Back-up
Oven Controlled Crystal Oscillator (OCXO) replaces TCXO oscillator in 9483 and provides reliable time synchronization in the event the GPS/GNSS signal is unavailable. Offers 30 to 45 days of timing holdover. Highly recommended for all mission-critical / PSAP applications. | \$ 659.00 |
| 1) | GNSS Antenna Outdoor
GPS/GNSS Antenna supporting GPS+GALILEO+GLONASS+Beidou+QZSS Outdoor Antenna; with mounting bracket and metal straps. Compatible with CA01-0N0N cables. | \$ 245.00 |
| 1) | GPS/GNSS Antenna Surge Protector
GPS/GNSS Surge protector shunts potentially damaging voltages on antenna coax to ground, recommended. Compatible with 8230 antenna and CA01-0N0N cables. Includes MP-10-0000-0002 Mounting Bracket | \$ 245.00 |
| 6) | IP-PoE 4.0" 6-digit Digital Ethernet Display Clock
4.0" Digital display clock 6-digit (HH:MM:SS) synchronized by NetClock Time Server/master clock via the network. Green LED display of Hour, Minute and Seconds. 12 and 24-hour format, plus Date/Time alternating format. PoE powered, or 110VAC with separate AC Power Injector. | \$ 4,590.00 |
| 1) | IP-PoE Display Clock
4" x 6" Digital display clock synchronized by NetClock® Time Server/master clock or other NTP time server via SNTP over the network. Green LED display of time in HH:MM:SS and date in MM:DD:YY (6-digit). 12 & 24 hour format. PoE Powered. | \$ 765.00 |
| 2) | <i>Universal Digital SBL or SBP Clock Double Mount Pole, 13.5", Black.
Double-mount housing for digital display clocks. Requires 2 ea. displays to complete.</i> | \$ 160.00 |
| 1) | <i>AC Power Injector, 110-220VAC, 50-60Hz only required for non-PoE networks. One per display</i> | \$ 75.00 |
| 1) | Multi-port network card for 9483 model - adds three (3) 10/100/1000 BaseT network ports for NTP timing requirements. Limit 1 option card per system | \$ 1,500.00 |

SYSTEM TOTAL \$12,434.00

Note: Customer Accepts System Setup and Installation Responsibility

Prepared By: John A. Elder, III
RCS Communications
(859) 361-2873
Jelder@rcs.info



Orolia USA, Inc.

1565 Jefferson Road
Suite 460
Rochester, NY 14623 USA
Phone: +1 585.321.5800
Fax: +1 585.321.5219
www.orolia.com
www.spectracom.com

Date: Jan 10th, 2019
To: NetClock Customers
Subject: Product End-of-Life (EOL) Statement

Pursuant to Spectracom's commitment to provide and support the most technically advanced products for our valued customers, we are issuing this End-of-Life (EOL) Statement on the NetClock 8000 and 9000 series products. The purpose of this notice is to inform you of the potential downtime or unscheduled product replacement a user could experience if one of these models has a component failure and in need of repair or service.

Specific to **NetClock/2 WWVB, 8170 and 8182 models**: The US-Govt/NIST has fully changed over their WWVB modulation scheme, eliminating the synchronization signal used in these designs. All models are obsolete. Resolution is complete product replacement, along with a new (GPS) antenna system hardware and grounding.

For the **NetClock/GPS Models 8000 Series**: Mid-1995 designs, these units include obsolete hardware and software that are no longer available or supported. Resolution is product replacement.

The **NetClock/GPS 9100 and TTS models**: These were early 2000 designs that are out of production, out of warranty, and repairs are limited to the spare parts we have available, as components are no longer produced or available. No further software upgrades or support is available. Resolution is product replacement.

NetClock/GPS 9200 & 9300 models: These were 2006-13 designs that are end-of-life, have expired warranties, with some componentry available but most are no longer manufactured. Premium Support Package renewals are not available, product repair capabilities are limited and subject to parts availability. There will be no further software enhancements or security updates.

Our current network-centric **9483 Series NetClock® Time Server-master clock** provides many new capabilities over and above these discontinued models. The NetClock 9483 offers a modular design with a variety of input/output modules, including a multi-network port card with the ability to time synchronize up to four (4) separate independent networks simultaneously and GNSS receiver for GPS signal redundancy.

Spectracom will continue to provide the same high level of service and warranty coverage that our customers have come to expect.

Products reach the end of life for a variety of reasons: unavailability of parts, lack of support by outside suppliers, as well as the obsolescence of the level of functionality offered by the product. As Spectracom is on the forefront of technology, this trend applies to Spectracom's products too. We protect our customers' investment in this rapidly changing market by timely notification of product obsolescence, sustaining support of legacy products, and ensuring our customers have a cost-effective upgrade path, trying to take into account backwards compatibility and form/fit/function, with a comprehensive product line so they can keep pace with technological advances.

We will endeavor to provide replacement parts when available for these units. However, as models go end-of-life, components that are no longer manufactured or commercially available and beyond our control to supply may require full unit replacement.



2110 NORTH FARES AVE
EVANSVILLE IN 47711-3946
Phone: 812-434-4300
Fax: 812-424-7701

To: Owensboro Police Department
222 East 9th Street
OWENSBORO KY 42303
Attn: John Maske
Phone:
Fax:
Email: kelly.miller@graybar.com

Date: 04/10/2019
Proj Name: NETCLOCK EQUIPMENT
GB Quote #: 0232485898
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 04/10/2019
Valid To: 05/10/2019
Contact: KELLY MILLER
Email: kelly.miller@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		1 EA	SPECTRACOM CORP.	9483	NETCLOCK TIME SERVER	\$5,274.00	1	\$5,274.00
200		1 EA	SPECTRACOM CORP.	NETCLOCK OPT 05	OCXO (1U) OPTION FOR GPS BACK-UP	\$834.00	1	\$834.00
300		1 EA	SPECTRACOM CORP.	NETCLOCK OPT 16	NETCLOCK 9483 GIGABIT ETHERNET OPTION CARD	\$1,800.00	1	\$1,800.00
400		1 EA	SPECTRACOM CORP.	8230	GNSS OUTDOOR ANTENNA	\$294.00	1	\$294.00
500		1 EA	SPECTRACOM CORP.	8226	GPS ANTENNA SURGE PROTECTOR	\$300.00	1	\$300.00
600		6 EA	SPECTRACOM CORP.	SBP-31S-406-0G	4 INCH GREEN 6-DIGIT IP CLOCK POE	\$930.00	1	\$5,580.00
700		2 EA	SPECTRACOM CORP.	MDDP-UNIV	UNIVERSAL DIGITAL CLOCK DOUBLE MOUNT POLE	\$108.00	1	\$216.00

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.

Unless noted the estimated ship date will be determined at the time of order placement.

To: Owensboro Police Department
222 East 9th Street
OWENSBORO KY 42303
Attn: John Maske

Date: 04/10/2019
Proj Name: **NETCLOCK EQUIPMENT**
GB Quote #: **0232485898**

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

800	1 EA	SPECTRACOM CORP.	A-POE- INJECTOR-0	110-220V 50-60 HZ POWER INJECTOR	\$95.00	1	\$95.00
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Total in USD (Tax not included): **\$14,393.00**

F O B: INSTALLATION, TAXES AND SHIPPING COSTS ARE NOT INCLUDED

Delivery: 4 WEEK LEAD TIME FOR IP POE CLOCKS
2 WEEK LEAD TIME FOR OTHER PRODUCTS

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

To: Owensboro Police Department
222 East 9th Street
OWENSBORO KY 42303
Attn: John Maske

Date: 04/10/2019
Proj Name: NETCLOCK EQUIPMENT
GB Quote #: 0232485898

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.

Unless noted the estimated ship date will be determined at the time of order placement.