

Exhibit IV

WRITTEN NOTIFICATION OF CONTRACT RENEWAL

NOTICE is hereby given to Kirms Communications, LLC by the Board of County Commissioners of Brevard County, Florida, this 4th day of February, 2015, that the Agreement previously entered into by and between Kirms Communications, LLC and the Board of County Commissioners of Brevard County, Florida, under Contract No. 2442, Classification No. N/A, dated March 1, 2014 shall be renewed, pursuant to the notification provisions set forth therein, for an additional period of one (1) year, until February 29, 2016, under the same terms and conditions otherwise expressed therein.

EXECUTED ON BEHALF OF THE BOARD OF COUNTY
COMMISSIONERS OF BREVARD COUNTY, FLORIDA



Stockton Whitten,
County Manager

AO-29: EXHIBIT IV

AGREEMENT

THIS AGREEMENT by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and Kirms Communications, LLC, a business having its primary business location at 101 Stone Street, Bunnell, FL 32110 (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the County is desirous of obtaining countywide tower maintenance, repair, and inspection services, and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **SCOPE OF THE WORK:** The Contractor shall be prepared to furnish all labor, materials, equipment, machinery, tools, apparatus and transportation to perform all work or services specified in Attachment A, attached hereto and made a part hereof by this reference. A list of County tower/antenna sites is attached hereto as Attachment B.

2. **TERM:** The term of the Agreement shall begin March 1, 2014 and continue through one (1) year. The County shall have the option to renew this agreement for up to four (4) additional one year (1) terms, by giving thirty (30) days prior written intention to Contractor, for one additional year, upon the same terms and prices.

3. **PAYMENTS:** County shall pay the Contractor for (Work or Services) provided under this Agreement via Purchase Order/Radio Maintenance Service Order as provided in Attachment C to this agreement and made a part of this agreement by this reference. The County reserves the right to deduct from any contractor invoice an amount for defective or nonconforming work, or for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq. The County shall compensate the Contractor for work performed under this Agreement in accordance with the Contractor's pricing sheet is attached hereto as Attachment D.

4. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

5. **MODIFICATIONS TO AGREEMENT:** This Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the Contractor and supersedes all prior written or oral understandings. This Agreement and any attachments, purchase or service orders, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.
6. **INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:
- a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.
 - b. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.
 - c. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
 - d. **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.
7. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.
8. **GOVERNING LAW:** This agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
9. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.
10. **VENUE:** Venue for any legal action by any party to this agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.
11. **ASSIGNMENTS:** Contractor shall not assign any portion of this Agreement without the written permission of the County.
12. **TERMINATION:** If either party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the provisions, either may notify the other party in writing of the nonperformance and terminate the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. Such termination is effective upon the party's receipt of the Notice of Termination.

If award of this Agreement was made as a result of application of local preference criteria as defined in Brevard County Resolution No. 2009-146, and the Contractor either falsified or misrepresented information that lead to the award by application of local preference criteria, or

fails to maintain the requirements of the vendor category stated on the Local Vendor Affidavit of Eligibility through completion of the Agreement, the County may terminate the Agreement immediately. Such termination is effective upon the party's receipt of the Notice of Termination.

Termination for nonperformance and/or failure to maintain the requirements of a local vendor category upon which the Contractor was awarded the Agreement may be used for consideration for future awards.

Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for (work completed or services provided) prior to the effective date of termination.

13. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

14. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes. All records or documents created by County or provided to Kirms Communications, LLC by the County in connection with the activities or services provided by Kirms Communications, LLC under the terms of this agreement, are public records and Kirms Communications, LLC agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

15. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts/agreements to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

16. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County its Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

17. **EMPLOYMENT:** The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without written consent from the County.

18. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract/agreement to provide any goods or services to a public entity, may not submit a bid on a contract/agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract/agreement with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

19. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

20. **NOTICE:** Notice under this Agreement shall be given by certified mail or hand delivery as follows:

To Brevard County:

Brevard County Emergency Management
1746 Cedar Street
Rockledge, Florida 32955,
ATT to: Emergency Management Director

To the Contractor:

Kirms Communications LLC
101 Stone Street,
Bunnell, FL 32110
ATT to: Harry W. Kirms/President

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: _____



Mary Baker Lewis
Chairman

Date: _____

As approved by Board on: _____

CONTRACTOR

By: _____



Signature

Date: _____

3-4-14

HARRY KERN PRESIDENT
Name & Title, Typed or Printed

KERN COMMUNICATIONS LLC
Name of Company, Corp., etc.

25 BRISTOL LAKE
Mailing Address

PALM COAST FL 32137
City, State, Zip

561 718-0111
Area Code/Telephone Number

SEAL

ATTEST:



Signature

SCOTT ELLIS, CLERK
Name & Title, Typed or Printed

ATTACHMENT A - SPECIFICATIONS

Antenna and Tower Maintenance for Public Safety Radio System, Brevard County, FL

SCOPE OF SPECIFICATIONS

This specification establishes the minimum requirements for the Contractor to provide the services.

ARTICLE A1: SITE OF WORK

Fixed tower maintenance shall occur (at the site of the equipment installation) wherever located in Brevard County, Florida.

ARTICLE A2: EXAMINATION OF SITES AND SPECIFICATIONS:

By executing the Attachment, the Contractor it has visited the site(s) of the proposed work and become familiar with existing installations and any local conditions which may in any manner effect the work to be done or effect the equipment, materials, labor, and service required. The Contractor has examined carefully the specifications and informed him/herself thoroughly regarding any and all conditions and requirements that may in any manner effect the work to be performed under the Agreement.

SECTION B - SPECIAL CONDITIONS

ARTICLE B1: CONTRACTOR'S RESPONSIBILITY AND QUALIFICATIONS

(A) The Contractor hereby agrees that the Contractor assumes responsibility, at the direction of County Staff and/or the County Radio Maintenance vendor for all maintenance and upkeep service proposed on any antenna tower, tower component(s), lightning protection/TVSS systems, grounding systems or antenna(s) owned or operated by Brevard County Commissioners.

(B) The Contractor hereby agrees that the Contractor will submit sufficient information on the employees who will be assigned to the County's tower sites to work so that a formal background check can be performed by the County prior to commencement of the Agreement.

TAB 1- Number of technical personnel, their names & citizenship status, whether the personnel are full or part-time employees, years of experience with land mobile communications systems/antennas/towers, and professional training & certifications for these employee(s) (note any education provided by original equipment manufacturers). Contractor will submit sufficient information on the employees who will be assigned to the County's tower sites to work so that a formal background check can be performed by the County prior to commencement of the Agreement.

ARTICLE B2: PROPOSAL PRICES

Payment will be made only for hardware and services performed under this Agreement with the Contractor. Payment will not be made for submission of a proposal or any part thereof.

ARTICLE B3: DISPUTES

In case of any doubt or difference of opinion, the decision of the County shall be final and binding on both parties.

ARTICLE B4: INSTRUCTIONS/SERVICE MANUALS

Any manuals or technical references required to perform maintenance or repairs under this Proposal shall be provided by the Contractor at the sole expense of the Contractor.

ARTICLE B6: MATERIALS AND WORKMANSHIP

All replacement antennas, mounts, tower lights, control equipment, and component parts furnished shall be new original equipment manufacturer's parts, or new after-market parts, which are interchangeable and comparable to new original equipment manufacturers parts, meet all requirements of this specification, the specifications of the manufacturer, and be in operable condition at time of delivery. Used or reconditioned parts may only be used on a case-by-case basis at the specific authorization of the County's Public Safety Radio system manager and shall be billed accordingly.

ARTICLE B7: PERMITS AND LICENSES

The Contractor shall be responsible for obtaining any permits and/or licenses necessary to the work to be performed and shall comply with all local codes and ordinances.

ARTICLE B8: FAMILIARITY WITH LAW

The Contractor is required to be familiar with all Federal, State and Local laws, ordinances, codes, rules, and regulations that may in any way effect the work. Ignorance on any part of the Contractor will in no way relieve him from responsibility.

ARTICLE B9: INCLUSION OF SPECIFICATION

It is agreed that this specification document in its entirety is included in and made a part of the Agreement between the County and the Contractor.

ARTICLE B10: CONTRACT MANAGEMENT

The Contractor shall, assign an individual to oversee and have complete responsibility for the services defined herein. This individual shall manage and direct the required activities, and shall coordinate all work between the various parties involved and provide immediate liaison between the Contractor and the County.

SECTION C - SERVICES PROVIDED

ARTICLE C1: SERVICE

Service shall be defined as:

- A. Tower Relamping
- B. Tower Inspection
- C. Antenna Replacement and/or Installation
- D. Miscellaneous

Towers, antennas, TVSS/lightning protection systems, grounding systems, and miscellaneous equipment items covered by this Agreement will not be limited to any brand. It shall cover full maintenance of type equipment identified herein that is initially owned or purchased by Brevard County while this Agreement is in force. It will be at the County discretion as to whether it will utilize Contractor-supplied material or County-provided material. The Contractor shall provide all necessary tools and equipment. Service shall be requested from the Contractor by authorized representatives of Brevard County via County Form BCC-213, Radio Maintenance Service Order. The County shall provide the Contractor a listing of individuals authorized to request services on an ongoing basis for the entirety of the Agreement and any subsequent extensions.

ARTICLE C2: CONTRACTOR'S FACILITIES

The Contractor shall be capable of responding on site to emergency calls from County Personnel within two (2) hours of the initial call for service. The Contractor shall maintain an answering service or other method of being able to receive calls for emergency services on a twenty-four hour basis acceptable to the County.

ARTICLE C3: COSTING AND HOURS OF SERVICE

Cost to the County for maintenance and repair shall be based on the following:

(A) Preventative Maintenance/Repair Work shall be normally scheduled during the hours of 8:00 AM to 5:00 PM Monday through Friday. However, the Contractor may elect to perform preventative maintenance at any other time whenever the equipment is available and at the concurrence of the County.

(B) Any fixed tower equipment or antennas considered necessary to maintain public safety will be repaired twenty-four (24) hours a day, seven (7) days a week.

(C) Repair work shall be performed as required and will take precedence over preventative maintenance work; but shall be coordinated at the same location and time when possible (assuming other emergencies or work of critical nature are not pending).

(D) Fixed equipment will be maintained/repaired or replaced, as needed, at various locations throughout Brevard County, Florida.

(E) Repairs to towers or antennas made during other hours and on Saturday, Sunday and County holidays are to be bid at a labor rate for after-hours work. Repairs during normal working hours are to be bid at a labor rate for normal work.

(F) Repairs of a trouble condition that have been declared a critical nature by the County shall not have work interrupted by the end of the designated business day of 5:00 PM.

ARTICLE C4: PENALTY PROVISION

If the Contractor fails to perform satisfactorily or provide sufficient facilities to adequately service the County's account (in the opinion of the County), the County shall serve written notice to the Contractor via either certified mail or personal service to correct said deficiencies within thirty (30) days of the date of the written notice. If such deficiencies remain uncorrected after thirty (30) days, the Agreement may then be cancelled by the County by giving thirty (30) days written notice to the Contractor via either certified mail or personal service.

ARTICLE C5: EMERGENCY SERVICES

Repair of public safety communication systems shall be the Contractor's first priority in the event of a terrorist incident or natural disaster. Contractor(s) shall have sufficient manpower and equipment to complete two separate assignments at once.

During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within two (2) hours after notification and be on site no later than four (4) hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc..). Cost of the service will be at the after-hours rate for after-hours work.

ARTICLE C6: INVOICING

Invoicing indicating work ticket numbers, dates, and persons performing work will be submitted to the County on a monthly basis indicating equipment serviced by type, serial number, model number, location,

and all other charges identified. The County shall remit payment as specified on its Purchase Order document, or under the Florida Prompt Payment Act where not otherwise specified.

ARTICLE C7: NON-EXCLUSIVE AGREEMENT DURING EMERGENCIES

During time of disaster, hurricane emergency, emergency involving Homeland Security or other emergency situation as defined by the County or the State of Florida under Florida Statutes if a reasonable attempt is made to request the services of the Contractor with either no response or a negative response, the County may exercise options to procure services normally obtained under the Agreement from outside sources for the duration of the emergency to preserve the Public Safety and restore communications. In this event, the Contractor shall have no recourse against the County for procuring services from other vendors outside the Agreement.

ARTICLE C8: NON-EXCLUSIVE AGREEMENT AT PRIMARY R.F. SITES

Some County facilities have equipment co-located on site that is not County-owned or maintained. The owners of this non-County equipment contracts its own personnel to repair & maintain this equipment. On occasion, this may require the Contractor to work with other tower companies or contractors to insure overall maintenance is performed to acceptable standards. By acceptance of this Agreement, the Contractor herein acknowledges and agrees with this provision.

SECTION D - STATEMENT OF WORK

ARTICLE D1: PURPOSE

The Contractor shall provide maintenance for the tower and antenna components of the Brevard County telecommunication systems.

ARTICLE D2: SYSTEM DESCRIPTION

Antenna and antenna support systems (masts, mounts, antenna feed line, lightning/TVSS protection systems, monopoles, lattice, guyed, and self-supporting towers) in the VHF, UHF, Microwave, Broadcast, and HF bands. Other type equipment, as specified.

ARTICLE D3: SCOPE OF WORK

Tower Relamping

The Contractor should supply all lamp materials and controller unit, if required. Upon being called to replace defective lamps, the contractor will replace all lamps on the tower.

Tower Inspection

County will supply an inspection schedule for each tower, once a year. Within 21 days of receiving the inspection schedule, the Contractor shall provide the County with a written report detailing deficiencies and a breakdown of costs for performance restoration.

Tower inspections must include the following (see table below):

	Guyed Tower	Self-Supporting Tower	Monopole Tower
Visual inspection of guy anchors	X		
Tension readings from guy wires	X		
Measurement of tower plumb	X		
Measurement of base flange heights to verify that tower is plumb and not settling		X	X
Visual inspection of FAA lighting for proper function	X	X	X
Verify operation of photo cell switch	X	X	X
Check 10% of hardware for tightness	X	X	X
Check weep holes if applicable	X	X	X
Visual inspection of safety climb if applicable	X	X	X
Visual inspection of antennas and transmission lines	X	X	X
Visual inspection of paint condition if applicable	X	X	X
Visual inspection of overall condition of the tower noting any potential problems	X	X	X
Visual inspection of overall site condition	X	X	X
Grounding impedance testing	X	X	X
Lightning protection	X	X	X
FCC – plaque, identification of tower, serial number	X	X	X

Antenna Replacement and/or Installation

Contractor must be able to replace and/or install antennas. It will be at the County's discretion as to whether it will utilize contractor-supplied material or County-provided material.

Miscellaneous

The Contractor should perform work such as:

- A. Repair/install and adjust microwave antennas on towers.
- B. Repair/install conduit, equipment, and transmission line on tower.
- C. General maintenance.
- D. Install radio tie-lines as required.
- E. Engineered structural analysis, as needed by the County.
- F. Construct, deconstruct, design, inspect, repair, maintain service, renovate, and upgrade antenna and antenna support equipment, lightning/TVSS protection equipment, grounding systems, and tower facilities as necessary and required to meet the requirements & specifications of County Government.

ARTICLE D4: ON-CALL MAINTENANCE RESPONSE

Within three (3) working days after receipt of maintenance/repair request from the authorized County coordination office (weather permitting), unless otherwise scheduled with the County personnel requesting

the service the Contractor should have qualified personnel on site to begin maintenance on non-public safety towers, antennas, and equipment.

Certain pieces of antenna and tower equipment necessary to support Public Safety shall be maintained on twenty-four (24) hours, seven (7) days per week basis. The Contractor shall guarantee a two (2) hour response time for this equipment, from the time a request is received from the authorized County coordination office until a qualified maintenance crew is on site. On-call maintenance shall be provided without limitations of the 8:00 am to 5:00 PM normal working day.

ARTICLE D5: ON-CALL MAINTENANCE RESPONSIBILITIES

The maintenance Contractor shall take full responsibility for diagnosing a tower and/or antenna problem and taking corrective action. The Contractor shall provide the County with only "one number to call." The Contractor's one point of contact shall provide all services required to support the County's systems that are covered under this Agreement.

ARTICLE D6: MINIMUM TEST EQUIPMENT REQUIRED

A. Contractor IS REQUIRED at the time of submittal to possess at least one Anritsu Site Master or other manufacturer's equivalent unit, configured to analyze and diagnose antenna system troubles as used by the County. The successful Contractor shall maintain said equipment in inventory for the life of this Agreement and any subsequent extensions.

B. Contractor's employees tasked to operate the diagnostic equipment shall be trained on proper operation of the equipment by either the manufacturer or another suitable training facility at the expense of the Contractor within 180 days after award of this Agreement, and the County shall be provided proof of same by the Contractor upon request. The test equipment shall be capable of being on-site within one working day after its request.



101 Stone Street Bunnell FL 32110

(561) 718-0111 Office

Organizational Profile and Subcontractors

Kirms Communications LLC

North Branch

Corporate Office and Warehouse

Purchasing Department

101 Stone Street

Bunnell Florida 32110

Harry W Kirms Jr

President

561 718-0111

E-Mail: kirms@bellsouth.net

Web Site: Kirms.net

Tower Crews

North Branch Crew #1

Harry W Kirms Jr

561 718-0111

Chris Adams

386 986-9198

Zach Taylor

President/Certified Welder

Tower Forman/Safety Certified/Anritsu Certified

Ground Hand

South Branch

Warehouse and Training Facility

3406 Wry Rd

Lake Worth Florida 33467

Harry W Kirms III

Vice President

561 577-8827

E-Mail: harrykirms@hotmail.com

South Branch Crew #2

Harry W Kirms III

561 577-8827

Dylan Greg

561 723-5689

Matt Killian

VP/Tower Safety Certified and Certified Safety Trainer

Tower Safety Certified/Certified Welder

Ground Hand

North and South Crew #3

Tim Baker

772 678-5722

Tom Duane

Tower Forman/Safety Certified

Safety Certified/Tower Climber

Doug Gossett

Ground Hand



101 Stone Street Bunnell FL 32110

(561) 718-0111 Office

Kirms Communications LLC was established in 1979 in Palm Beach County Florida.
34 Years in Business

License #'s

Occupational License # 575

General Contractors License/Tower Specialty # SCC131151085

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK • PATENTED PAPER

AC# 6322401

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12083003672

DATE	BATCH NUMBER	LICENSE NBR
08/30/2012	128062751	SCC131151005

The TOWER SPECIALTY CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

KIRMS, HARRY W.
KIRMS COMMUNICATIONS LLC
101 STONE STREET
BUNNELL FL 32110

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

Flagler County Business Tax Receipt

2012-13

THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM REGULATORY OR
ZONING REQUIREMENTS HAVE BEEN MET, IT IS THE OWNER'S RESPONSIBILITY TO
ENSURE COMPLIANCE.

No.
575

Business Type: CERTIFIED TOWER SPECIALTY CONTR
SCC131151005

PAID-1007694.0001-0001 028 11/13/2012 12.65

Business Address: 601 W MOODY BLVD
BUNNELL, FL 32110

County 11.00

KIRMS HARRY W JR
KIRMS COMMUNICATIONS INC
601 W MOODY BLVD
BUNNELL, FL 32110



Penalty 1.65

Valid until 09/30/2013

Flagler County Tax Collector
Suzanne Johnston
1769 E. Moody Blvd., Suite 102, Bunnell, FL 32110
(386) 313-4160
www.flagfertax.com



101 Stone Street Bunnell FL 32110

(561) 718-0111 Office

Equipment and Test Equipment

Anritsu Network Analyzer
Biddell Megger
Dillon Digital Guy Tensionometer
Riser Bond TDR
Sadelco Broadband Meters
Applied Instruments Sat Meter
Cad Weld Molds
AB chance Capstans (Winch's)
Cable Trailers
Flat Bed Trailers (Dual Axle)
Flat Bed Trailers (Tri Axle)
Enclosed Trailers (Single Axle)
Enclosed Trailers (Dual Axle)
Four F250 Diesel Pick Ups
One F350 Diesel Pick Up Flat Bed Pickup
One Chevy 2500HD Diesel Pick up
Two Landscape Rigs with John Deere 4500X Zero Turn Mowers, Stihl Weeders and Chainsaws
Plus: Up to Date Climbing Gear and Rigging

ATTACHMENT B – PUBLIC SAFETY RADIO SYSTEM TOWER SITES

1. Scottsmoor RF site
4940 U.S. 1, Mims, FL 32754
2. Mims RF site, 120ft. self-supporting tower
4066 Burkholm Road, Mims, FL 32754
3. Titusville RF site, 380 ft. guyed tower
1141 Day St., Titusville, FL 32780
4. Sharpes RF site, 140 ft. self-supporting tower
860 Camp Road, Sharpes, 32927
5. Rockledge RF site, 400 ft. guyed tower
1746 Cedar St., Rockledge, FL 32955
6. Melbourne RF site, 280 ft. guyed tower
2140 Lansing St., Melbourne, FL 32935
7. Palm Bay RF site, 400 ft. guyed tower
120 SE Malabar Road, Palm Bay, FL 32907
8. Barefoot Bay RF site, 300 ft. guyed tower
1167 Tequesta Drive, Barefoot Bay, FL 32976
9. Merritt Island Courthouse site, 120 ft. self-supporting tower
2575 N. Courtney Parkway, Merritt Island, FL 32953
10. Melbourne Beach WWTP site, 250 ft. self-supporting tower
2798 Hwy A1A, Melbourne Beach, FL 32951
11. Indian Harbour Beach site, 300 ft. self-supporting tower
TBD, Indian Harbour Beach, FL 32937
12. Cape Canaveral/ Cocoa Beach site, 300 ft. self-supporting tower
TBD

BREVARD



COUNTY

RADIO SERVICE ORDER

RADIO SHOP USE ONLY

W/O NUMBER _____

TO BE COMPLETED BY REQUESTER	
PHONE : <u>321-637-3810</u>	
DATE: _____	DEPARTMENT : <u>800 Mhz</u>
BUS AREA _____	COST CTR _____ GL ACCT 5466500
PROPERTY RECORD NUMBER OR DESCRIPTION OF EQUIPMENT : <u>asset number</u>	
DESCRIPTION OF REQUEST: <u>on fire</u>	
REQUEST AUTHORIZATION SIGNATURE _____	

QUANTITY	PART NUMBER	DESCRIPTION				UNIT PRICE	TOTAL
APPROVAL FOR PAYMENT		Hours Worked	Travel Time	Total Hours	Rate Per Hour	Parts Total	
Authorized Signature		Job Completed				Labor Total	
		X				Total Charges	

EQUIPMENT : _____
SERIAL NUMBER: _____ LID NUMBER: _____
MODEL NUMBER: _____
REPAIR LOCATION : _____
RADIO PROPERTY NUMBER : _____ VEHICLE PROP. NUMBER _____
REMARKS : _____
TECHNICIAN : _____ DATE CLEARED : _____
Maintenance <input type="checkbox"/> Billable <input type="checkbox"/> Warranty <input type="checkbox"/> Special <input type="checkbox"/>

ATTACHMENT D

ANTENNA AND TOWER MAINTENANCE FOR PUBLIC SAFETY RADIO SYSTEM
RFP # P-4-14-01
PRICE SHEET/PROPOSAL FORM

In order to be considered for award, the proposer must complete all blanks in the proposal form and submit all data required by these specifications. The proposer shall provide documentation, substantiations, and costing necessary to permit evaluation of the proposal.

ARTICLE 1: PREVENTATIVE MAINTENANCE RATE

Preventative maintenance as stated in Section C, Articles 1 and 2 of the Proposal Package.

\$ 65.00 , hourly per man, or;

\$ 650.00 /daily per man, or;

\$ 65.00 x 10 Hrs = \$650.00 / IF WORK IS 4 Hrs \$65.00 x 4 Hrs = \$260.00
(Please specify how this pricing was formulated, use additional sheets if necessary)

Specify how many men consist of a standard tower crew: 3

Rate for visual inspection of a tower to include grounding, corrosion, etc. per industry guidelines

\$ 3,750.00 per inspection (guyed tower)

\$ 3,750.00 per inspection (self-supporting tower)

Rate for engineered structural analysis of towers

\$ 4,300.00 per analysis (guyed tower)

\$ 4,500.00 per analysis (self-supporting tower)

ARTICLE 2: HOURLY MAINTENANCE SERVICE RATE

Hourly rate for contract service

(A) Labor rate during the hours of 8:00 am through 5:00 PM, Monday through Friday.

\$ 65.00 /hourly/daily per man.

3 men per tower crew standard.

(B) Labor rate for hours outside those defined in one (1)

above.

\$ 65.00 /hourly, daily per man.

3 men per tower crew standard.

(C) Percentage discount on replacement antennas/mounts/tower components/TVSS systems from published manufacturer list prices: 0 %

ARTICLE 3: TERMS

The proposer shall provide any unique or alternative terms for review by the County.

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered please state discount and terms:

5% OFF INVOICE IF PAID WITHIN 15 DAYS OF INVOICE DATE.

DO YOU ACCEPT ACH PAYMENTS? YES NO

ADDENDUM ACKNOWLEDGMENT:

Add. No. 1 Dated 11-27-13 / Add. No. 2 Dated 12-4-13

Add. No. 3 Dated 12-5-13 / Add. No. Dated

I hereby agree to all pricing, terms, conditions, and insurance requirements outlined in RFP P-4-14-01.

VENDOR NAME KIRMS COMMUNICATIONS LLC

ADDRESS 101 STONE ST BUNNELL FL 32110

AUTHORIZED SIGNATURE  DATE 12-15-2013

PRINTED NAME HARRY W KIRMS JR

PHONE 561 718-0111 FAX NONE

EMAIL ADDRESS KIRMS@BELL SOUTH.NET