



AGENDA REPORT
August 6, 2019

Permission to Issue Open Purchase Orders (FY 2019/2020) to Approved Vendors of Record

SUBJECT:

Permission to Issue Open Purchase Orders (FY 2019/2020) to Approved Vendors of Record

FISCAL IMPACT:

Estimated annual amounts are based upon historical use. Minimizing administrative costs insures efficient use of available funds and the timely provision of commodities and services. Establishment of costs associated with these commodities and services is allocated to individual the agencies funding source. Funds will be encumbered through user initiated blanket purchase orders.

DEPT/OFFICE:

Central Services

REQUESTED ACTION:

It is requested that the Board:

1. Approve the use of State Contracts, Cooperative Contracts, and other Agency Contracts as vendors of record on the attached list.
2. Approve the use of the attached list of vendors of record determined to be single or sole source for the products or services as indicated.
3. Approve the issuance of blanket purchase orders and authorize the Commission Chair to execute the resulting contracts to those vendors whose contracts exceed \$100,000.00, subject to review and prior approval from the County Attorney's Office and Risk Management.
4. Approve competitive action in the event of unforeseen changes to the approved vendors and/or the cooperative purchasing programs.

SUMMARY EXPLANATION and BACKGROUND:

County Policy BCC-25 requires Board approval to purchase from:

1. Competitive state or other cooperative agreements that exceed \$100,000.00.
2. Sole Source, Single Source and/or Proprietary purchase, which in some cases may be the Original Equipment Manufacturer (OEM) for parts and service compatibility, where the purchase exceeds \$100,000.00.

On September 15, 1987, the Board directed Vendors of Record within these categories be

brought to the Board for approval on an annual basis. Approval of this action will eliminate repetitive Board action requesting permission to utilize Vendors of Record listed. Also to expedite the process, the Assistant County Managers currently have Board authorization to approve utilization of Vendors of Record listed up to \$50,000.00 and the County Manager up to \$100,000.00.

On August 9, 2011 the Board approved an Interlocal Agreement to allow participation in a purchasing arrangement now known as the Brevard County Public Entity Purchasing Cooperative. Local Government entities within the Brevard County Geographic area have entered into an Interlocal Agreement to create a Cooperative Purchasing group. Cooperative purchasing programs contribute to cost savings by taking advantage of volume buying, consolidated bid solicitation, and product testing. These programs also facilitate the sharing of information and expertise about commodities and services being procured and often attract more competition and reduce administrative costs.

Brevard County also participates in other intergovernmental cooperative purchasing programs through the National Associates of State Procurement Officials (NASPO), Sourcewell, Western State Contracting Alliance (WSCA), and U.S. Communities which offer local government's access to nationally solicited contracts that provide significant reductions in price and guaranteed delivery features.

Commodity contracts initiated by the State of Florida promote quality control, continuity, and product standardization. The State of Florida bids present a cost savings, as those contracts executed in prior years and extended at the same pricing are not influenced by inflation. Likewise, the State of Florida evaluates each bid to ensure that the continuance of a contract is favorable prior to extension or renewal of the agreement.

OEM repair and/or parts vendors, or their exclusive authorized representatives, provide services, usually for heavy industrial equipment. Their services are not normally franchised to retailers but retained under the control of the OEM to ensure quality control and equipment reputation. Copies of authorization letters are on file within the Purchasing Services Office. In addition to providing a high level of quality and longevity, use of OEM parts and service providers insure that equipment warranties are not diminished or voided.

Approval of this action will eliminate additional Board actions granting permission to purchase common items and services from differing Board agencies.

ATTACHMENTS:

Description

- **Revised Vendor of Record 2019-20**



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

August 7, 2019

M E M O R A N D U M

TO: Leslie Rothering, Interim Central Services Director

RE: Item F.9., Permission to Issue Open Purchase Orders (FY 2019/2020) to Approved Vendors of Record

The Board of County Commissioners, in regular session on August 6, 2019, approved the use of State contracts, cooperative contracts, and other agency contracts as vendors on the attached list; approved the use of the attached list of vendors of record determined to be single or sole source for the products or services as indicated; approved the issuance of blanket purchase orders and authorized the Chair to execute the resulting contracts to those vendors whose exceed \$100,000, subject to review and prior approval for the County Attorney's Office and Risk Management; and approved the competitive action in the event of unforeseen changes to the approved vendors and/or the cooperative purchasing programs. Enclosed is a copy of the list of vendors of record.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

Encl. (1)

cc: Budget
Finance

VENDORS OF RECORD

FY 2019/2020

- Over \$100,000 Annually -

COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
Sole/Single Source Including Original Equipment Manufacturer and Sole Authorized Distributors				
AUTO, TRUCK, HEAVY EQUIPMENT, MOWER PARTS	\$ 400,000.00	DOBBS EQUIPMENT (#3172); ROBINSON EQUIPMENT (#2530); GREAT SOUTHERN EQUIPMENT (#3278)	CONTINUING	Distributor - DOBBS SOLE AUTHORIZED DISTRIBUTOR FOR COMPACTION AMERICA (BOMAG) PRODUCTS, JOHN DEERE AND GENUINE TIGER PARTS FOR BREVARD COUNTY; ROBINSON SOLE AUTHORIZED DEALER KUBOTA, BUSH HOG, MASSEY FERGUSON; KNAPHEIDE - AUTHORIZED ADRIANKNAPHEIDE, DEALER FOR BREVARD COUNTY
Beo Mats	\$ 150,000.00	Boemats LLC	CONTINUING	Patented - Oeja
DRAWBRIDGE MAINT AND REPAIR	\$ 200,000.00	FLORIDA DRAWBRIDGES, INC.	CONTINUING	UNIQUELY QUALIFIED - THEY HAVE PERFORMED ALL MAINTENANCE AND REPAIRS SINCE 2011, AND ARE THE ONLY COMPANY THAT BIDS THIS WORK DO TO LOCATION, LIMITED QUALIFIED CONTRACTORS FOR THIS TYPE OF WORK WILLING TO SERVICE JUST ONE BRIDGE
EMERGENCY FUEL (DIESEL/GAS)	\$ 100,000.00	WATKINS OIL (#2861)	CONTINUING	FUEL DURING EMERGENCY EVENTS TO SUPPLY THE EMERGENCY GENERATORS, ETC
FIRE RESCUE VEHICLES & AMBULANCES	\$ 100,000.00	EMERGENCY - TACTICAL - RESCUE VEHICLES; EXCELLANCE INC; FERRARA; QUALITY EMERGENCY VEHICLES; ROSENBAUER; RTC HALL-MARK; SUTPHEN; TEM	3/31/2020	FLORIDA SHERIFFS ASSOCIATION (FSA) #FSA18-VEF13.0
GE LED TRAFFIC SIGNALS SALES AND SERVICE, GRIDSMAST* TRAFFIC CAMERA SYSTEMS, AND GLOBAL TRAFFIC TECH OPTICOM™ GPS SYSTEM PRODUCTS TCS 12*12 INTERSECTION DISPLAY	\$ 100,000.00	TRANSPORTATION CONTROL SYSTEMS (#404188)	CONTINUING	EXCLUSIVE DISTRIBUTOR FOR SALES AND SERVICE OF GE LED TRAFFIC SIGNALS, GLOBAL TRAFFIC TECH (GTT) OPTICOM™ GPS SYSTEM, AND GRIDSMAST* TRAFFIC CONTROL SYSTEM FOR ENTIRE STATE OF FLORIDA. OEM AND SOLE PROVIDER OF TCS 12*12 INTERSECTION DISPLAY BOARD.
Paint Recycling	\$ 100,000.00	Richards Paint Manufacturing Company, Inc (#3732)	CONTINUING	Sole paint recycler (both latex and solvent based) in Brevard County
Eaton's Aeroquip® & White Hydraulic Motor - Hoses & Fittings	\$ 100,000.00	Central Hydraulics (#1704)	CONTINUING	Authorized Sole Distributor in Brevard County
GRADALL HYDRAULIC EXCAVATOR SERVICE AND PARTS	\$ 10,000.00	GREAT SOUTHERN EQUIPMENT (GSX)	CONTINUING	Sole Source/Authorized Dealer
HEAVY EQUIPMENT AND PARTS, GENERATORS AND GPS SOFTWARE	Parts, Supplies and Service: \$375,000, Equipment approved in adjacent budget	RING POWER CORPORATION (#3269, #5926, #8269)	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR CATERPILLAR PRODUCTS AND SERVICE FOR BREVARD COUNTY
LANDFILL POSI-SHELL* ENVIRONMENTAL COASTINGS	\$ 108,000.00	LSC ENVIRONMENTAL PRODUCTS (#13932)	CONTINUING	MANUFACTURER AND SOLE SOURCE
LIBRARY DIGITAL MATERIALS (e-BOOKS, PERIODICALS)	\$ 100,000.00	OVERDRIVE INC. (#12776)	CONTINUING	MANUFACTURER AND SOLE PROVIDER OF OVERDRIVE DIGITAL LIBRARY SYSTEM
LIFEPAK* 15 DEFIBRILLATOR, AED PRODUCTS, & MAINTENANCE	\$ 250,000.00	PHYSIO-CONTROL, INC.	CONTINUING	SOLE SOURCE MANUFACTURE AND HAS NO AUTHORIZED DEALERS OR RESELLERS IN THE BREVARD COUNTY MARKET
TRUCK* TRUCK PARTS, SERVICE AND WARRANTY REPAIRS	\$ 175,000.00	NEXTRAN TRUCK CENTER, ORLANDO (#3287)	CONTINUING	EXCLUSIVE AUTHORIZED AND DESIGNATED MACK* DEALER FOR PARTS, SERVICE, AND WARRANTY REPAIRS OF HEAVY DUTY VEHICLES
MOSQUITO CONTROL CHEMICALS, ADAPTCO MONITOR 4s SERVICE & PARTS	\$ 380,000.00	ADAPCO (#1478)	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR FOR DIBROM, AGNIQUE, FOURSTAR, AQUABAC, SPHERATAX, SCOURGE, BVA, ZENVEX AND ALTOSID DELTAGARD
MOSQUITO CONTROL CHEMICALS	\$ 360,000.00	CLARKE MOSQUITO CONTROL PRODUCTS, INC. (#354)	CONTINUING	SOLE SOURCE FOR BIGMIST*, DUE2*, MOSQUITOMST*, ANVIL*, COCOBEAR*, & NATURAL* PRODUCTS; VALENT VECTOBAC*, VECTOLEX*, & VECTOMAX* PRODUCTS
MOSQUITO CONTROL CHEMICALS	\$ 245,000.00	UNIVAR USA (#10998)	CONTINUING	MANUFACTURER AND SOLE DISTRIBUTOR OF MASTERLINE CONTROL, MASTERLINE AQUACONTROL, MASTERLINE LARVICIDE OIL, MASTERLINE REFEEDER
MOSQUITO CONTROL CHEMICALS	\$ 98,000.00	HELENA AGRI-ENTERPRISES, LLC (#3308)	CONTINUING	MANUFACTURER AND SOLE SUPPLIER OF DL2*, DROPLET LANDING ZONE, AND OPTIMA, AN ADJUVANT FOR PESTICIDE AND NUTRITIONAL SPRAYS
NFPA SCBA MASKS, AIR PAKS, PARTS	\$ 120,000.00	MUNICIPAL EMERGENCY SERVICE (MES) (#13120), FISHER SCIENTIFIC (#3257)	CONTINUING	AUTHORIZED DISTRIBUTORS
SAP LICENSES	Dependent on license needs	SAP	CONTINUING	OEM-SOLE SOURCE
TORO TURF EQUIPMENT & IRRIGATION PARTS	\$ 300,000.00	WESCO TURF SUPPLY (#1383)	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR FOR TORO TURF EQUIPMENT AND PARTS AND IRRIGATION PARTS FOR BREVARD COUNTY; BOARD STANDARDIZATION RECEIVED FOR TORO IRRIGATION PARTS
TRAFFIC SIGNAL - ALPHA TECHNOLOGIES; RTC MANUFACTURING; POLARA ENGINEERING TRAFFIC PRODUCTS; DIALIGHT CORP.; CARMANAH; THK SECURITY PRODUCTS AND SENSYS	\$ 120,000.00	TEMPLE, INC. (#8098)	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR IN STATE OF FLORIDA FOR ALPHA TECHNOLOGIES; RTC MANUFACTURING; POLARA ENGINEERING TRAFFIC PRODUCTS; DIALIGHT CORP.; CARMANAH NETWORK EQUIPMENT AND PRODUCTS, SENSYS NETWORKS, FCU SCHOOL ZONE TIME SWITCH, AND THK SECURITY PRODUCTS
TRAFFICWARE/NAZTEG TRAFFIC SYSTEM APPLICATIONS AND SERVICE	\$ 100,000.00	TRAFFICWARE (#6883)	CONTINUING	OEM AND SOLE SUPPLIER OF TRAFFICWARE TRAFFIC SYSTEM APPLICATIONS (e.g., ATMS.NOW) FOR THE STATE OF FLORIDA
VAC-CON SEWER TRUCK PARTS, AND SERVICE	\$ 100,000.00	SOUTHERN SEWER EQUIPMENT SALES (SSES) (#2648)	CONTINUING	SOLE AUTHORIZED VAC-CON DEALER FOR SALES, PARTS AND SERVICE IN THE STATE OF FLORIDA, EXCLUDING PANHANDLE.
UTILITY SVS - DYNASAND* ECOWASH* FILTERS AND AQUA GUARD* SELF-CLEANING WATER SCREEN	\$ 600,000.00	PARKSON CORP (#975)	CONTINUING	OEM MANUFACTURER FOR DYNASAND* ECOWASH* FILTERS AND AQUA GUARD* SELF-CLEANING WATER SCREEN BOARD APPROVED DESIGN/CONSTRUCTION CRITERIA FOR WATER AND SANITARY SEWAGE SYSTEMS
UTILITY SVS - GRUNDFOS PUMPS AND PRODUCTS	\$ 350,000.00	TOM EVANS ENVIRONMENTAL (#12773)	CONTINUING	SOLE REPRESENTATIVE AND AUTHORIZED SERVICE CENTER FOR ALL GRUNDFOS PRODUCTS IN THE STATE OF FLORIDA
UTILITY SVS - HACH INSTRUMENT AND CHEMISTRY BRANDS	\$ 150,000.00	HACH COMPANY (#665)	CONTINUING	OEM AND SOLE PROVIDER OF ALL HACH BRAND PRODUCTS
UTILITY SVS - OVIVO USA, LLC WACO PROCESS EQUIPMENT, WAKER PROCESS, EIMCO WATER TECHNOLOGIES, DORR-OLIVER AND DORR-OLIVER EIMCO MUNICIPAL WATER AND	\$ 120,000.00	OVIVO USA, LLC d/b/a TSC-Jacobs (#3789, #10805)	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR FOR OVIVO USA'S EIMCO AND DORR OLIVER EQUIPMENT AND PARTS

VENDORS OF RECORD
FY 2019/2020
- Over \$100,000 Annually -

COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
UTILITY SVS - SULZER ABS PUMPS AND PARTS	\$ 100,000.00	HYDRA SERVICES INC. (#3243)	CONTINUING	SOLE AUTHORIZED SUPPLIER FOR ALL SULZER ABS PRODUCTS FOR STATE OF FLORIDA, EXCLUDING COUNTIES OF SARASOTA, DESOTO.
UTILITY SVS - TELEMETRY EQUIPMENT BRISTOL SCADA INCLUDING COMPONENTS OF	\$ 210,000.00	EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC (#13088)	CONTINUING	GEN - BOARD STANDARDIZED EQUIPMENT (1991) - SOLE MANUFACTURER. SOLE AUTHORIZED ENTITY FOR SALES OF PRODUCTS TO ALL WATER AND WASTEWATER CUSTOMERS
State Contracts, Cooperative Contracts, and other Agency Contracts				
ATHLETIC FIELD SOODING - SPORTS TURF	Project Specific	LAKE JEM FARMS, INC	6/19/2020	Orange County Contract #Y16-1062
AUCTIONEER SERVICES	TBD	GEORGE GIDEON AUCTIONEERS	12/14/2019 8/19/2021	OSCEOLA COUNTY SCHOOLS G-16-0663-AS LAKE COUNTY CONTRACT 16-0625A/AUCTION SERVICES
CARPET & FLOOR MATERIALS	\$ 100,000.00	TANDUS, BENTLEY MILLS, INTERFACE AMERICAS, MANNINGTON COMMERCIAL, MASLAND, MILLIKEN, MOHAWK SHAW	2/16/2020	STATE OF FLORIDA #2100000-16-ACS
COMPUTER I.T. HARDWARE	\$ 600,000.00	DELL MARKETING L.P. (#7336); 7 Other Vendors	3/31/2020	(WSCA) 43211500-WSCA-15-ACS MASTER PRICE AGREEMENT; BREVARD COUNTY CONTRACT CODE: WN05ACA State of Florida DMS #21100000-15-1
CONSTRUCTION, INDUSTRIAL, AGRICULTURAL, & LAWN	\$ 300,000.00	WESCO TURF SUPPLY FOR TORO PRODUCTS	6/30/2020	
CURED-IN-PLACE PIPE LINING OF SANITARY SEWERS	\$ 1,000,000.00	PRIMARY, RING POWER FOR FECON PRODUCTS, JOHN INSITUFORM TECHNOLOGIES, LLC (#9898)	1/3/2020	City of Daytona Beach Contract No. 0118-2600
SLIP LINING REHAB				
CURED-IN-PLACE PIPE	\$ 1,000,000.00	GRANITE INLINER	2/28/2020	Polk County Contract 17-326
FENCING	\$ 175,000.00	ALL-RITE, COMMERCIAL FENCE CONTRACTORS (#10423), EAST COAST FENCE	3/15/2021	SCHOOL BOARD OF BREVARD COUNTY ITB#16-B-069-LU
FIRE EQUIPMENT & SUPPLIES	\$ 185,000.00	TEN-6; TECHNICALRESCUE.COM; TEAM EQUIPMENT; NAFECO; MES; HENRY SCHEIN; FISHER SCIENTIFIC; BENNETT FIRE	6/30/2020	LAKE COUNTY CONTRACT #17-0806
FUEL (DIESEL/GAS)	\$ 4,000,000.00	GLOVER OIL COMPANY, INC. (#2014)	11/21/2020	COOPERATIVE BID, SCHOOL BOARD #18-B-021-NC
FURNITURE-OFFICE AND FILES (Steel Case Inc)	\$ 100,000.00	AMERICAN BUSINESS INTERIORS (PRIMARY VENDOR UTILIZED HON, HERMAN, MILLER, KIMBALL, NATIONAL OFFICE - OTHERS LISTED);	3/1/2020	STATE CONTRACT #426-001-12-1
GENERAL CONTRACTOR SERVICES	Repair/Maintenance/ CIP Projects approved in adopted budget.	C&D CONSTRUCTION, INC., CANAVERAL CONSTRUCTION CO, INC., DOUG WILSON ENTERPRISES, INC., HEARD CONSTRUCTION, INC.,	5/22/2023	SCHOOL BOARD OF BREVARD COUNTY RFP #18-P-037-DR
HARDWARE, MRO EQUIPMENT AND FACILITIES MAINTENANCE SUPPLIES	\$ 175,000.00	FASTENAL, GRAINGER, HD Supply	1/28/2023	THE COOPERATIVE PURCHASING NETWORK (TCPN) Contract #121218
HOUSEHOLD HAZARDOUS WASTE COLLECTION, PACKAGING, TRANSPORTATION AND DISPOSAL	\$ 105,000.00	EQ THE ENVIRONMENTAL QUALITY CO. (#8899)	3/31/2020	HILLSBOROUGH COUNTY ITB #7955
STAFF AUGMENTATION SERVICES	\$ 95,000.00	MISCELLANEOUS	9/30/2020	STATE OF FLORIDA Contract # 80101607-SA-15-01
LABORATORY SERVICES & RELATED SERVICES	\$ 170,000.00	PACE ANALYTICAL (#1878); FLOWERS CHEMICAL LABORATORY (#9369)	4/7/2020	City of Palm Bay 07-0-2014
LIBRARY MATERIALS AND BOOKS	\$ 1,600,000.00	BAKER & TAYLOR; BRODART; (GALE) CENGAGE; DAVIDSON TITLES; BARNES & NOBLE; EBSCO; JR LIBRARY GUILD (MT LIBRARY SERVICES); DEMCO; Other vendors	5/31/2020	STATE OF FLORIDA CONTRACT #56101500-ACS-17; SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA SDOC-15-B-0130LK
ATHLETIC SURFACING AND ASPHALT MAINTENANCE	Projects approved in Budget	NIDY CONSTRUCTION	CONTINUING	NCPA RFP#1-19 Region 14 Education Services Center
OFFICE SUPPLY	\$ 180,000.00	OFFICE DEPOT, STAPLES ADVANTAGE, INDEPENDENT STATIONERS	4/17/2022 4/17/2022 8/1/2020	City of Taramac #13-23R STATE OF FL CONTRACT #44111513-17-01 SOURCEWELL #010815-SCC
PAINT CONTRACTOR SERVICES	\$200,000	McDine's; Anchor Painting, R & R; Town and Country; and SDB Engineers	2/28/2022	BREVARD COUNTY SCHOOL BOARD BID #19-443-B-SHC
PLAYGROUND EQUIPMENT & AMENITIES (Musco Lighting)	\$140,000.00	VARIOUS VENDORS; MUSCO LIGHTING (#402932)	09/30/20	SOURCEWELL #082114-MSL, ATHLETIC SURFACES & EQUIPMENT, ICE ARENAS & EVENT SEATING
PLUMBING SUPPLIES	\$ 250,000.00	APPLE SPECIALTIES, BEST PLUMBING SPECIALTIES, FERGUSON ENTERPRISES, GLOBAL EQUIPMENT CO, GORMAN COMPANY (HAJOCA CORP), INTERLINE BRANDS, INC, PALM BEACH LANDSCAPE SUPPLY, SITE ONE LANDSCAPE SUPPLY	2/28/2020	BREVARD COUNTY SCHOOL BOARD COOPERATIVE BID #17-B-048-OC
PREFABRICATION CONCRETE RESTROOMS	CIP Projects approved in adopted budget	CXT, INC. (#9395, #9952)	4/14/2021	SOURCEWELL #030117-CXT
PUMP & MOTOR REPAIR SERVICES	\$ 230,000.00	FLORIDA ARMATURE WORKS, INC. (#13054)	1/28/2020	TOHO WATER AUTHORITY #1B-16-024
SEWAGE, DEWATERING, BYPASS PARTS	\$ 100,000.00	THOMPSON PUMP & MFG. (#4719)	3/14/2022	SOURCEWELL #012418-TPM
PLAYGROUND STRUCTURES AND SHELTERS	Projects approved in Budget	RCP SHELTERS	9/8/2020	Manatee County School Board #16-0025
RADIO MAINTENANCE & REPAIR, 800 MHZ	\$ 1,500,000.00	HARRIS CO. OF COMMUNICATIONS INTERNATIONAL (#4110)	6/30/2021	FL STATE CONTRACT 725-001-01-1 Sole Authorized Distributor for MA-COM
RESEARCH LABORATORY SUPPLIES	\$ 100,000.00	FISHER SCIENTIFIC FISHER SAFETY	2/1/2020 6/30/2020	STATE OF FLORIDA #411-20000-15-ACS Omnia Partners #C15-JL-12
SAFETY & SECURITY/PPE	\$ 150,000.00	W. W. GRAINGER INC. (#7200); FASTENAL CO.; MSC INDUSTRIAL SUPPLY CO W. W. GRAINGER INC (#7200)	9/30/2020 2/1/2021	STATE OF FLORIDA #31160000-18-ACS SOURCEWELL #121416-WWG
TIRES & SERVICES	\$ 350,000.00	Endeagstone, Continental, Goodyear, Michelin - BOULEVARD TIRE CENTER (#6179); GATTO'S TIRE & AUTO SERVICE (#2314)	2/28/2022 3/31/2024	FLORIDA SHERIFFS ASSOCIATION (FSA) #19/17-07-0220 STATE OF FLORIDA CONTRACT Tires, Tubes and Services 25172500-19-ACS
VEHICLES (LIGHT TRUCKS, VANS, CARS, SUV, UTILITY)	Vehicles approved in adopted budget.	FY 2018/19 vendors to be determined	9/30/2020	FSA19-VEH16.0 CAB & CHASSIS TRUCKS AND HEAVY EQUIPMENT FSA19-VEL26.0 POLICE RATED, ADMINISTRATIVE, UTILITY VEHICLES, TRUCKS & VANS

VENDORS OF RECORD
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COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
		DUVAL FORD, LLC; HUB CITY FORD-MERCURY, INC.;	8/30/2021	FL STATE CONTRACT #25101800-18-1
		TAMPA TRUCK CENTER	1/17/2021	SOURCEWELL #120715-NAF
		ALAN JAY CHEVROLET BUICK GMC CADILLAC (#8150)	1/24/2022	
UTILITY SVS - WATER/WASTEWATER TREATMENT	\$ 250,000.00	ODYSSEY MANUFACTURING (#4444)	8/30/2020	CITY OF LAKE WORTH #B #17-122

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Bee Mats	\$ 150,000.00	Beemats LLC	CONTINUING	Patented - OEM
DRAWBRIDGE MAINT. AND REPAIR	\$ 200,000.00	FLORIDA DRAWBRIDGES, INC.	CONTINUING	UNIQUELY QUALIFIED - THEY HAVE PERFORMED ALL MAINTENANCE AND REPAIRS SINCE 2011, AND ARE THE ONLY COMPANY THAT BIDS THIS WORK DO TO LOCATION, LIMITED QUALIFIED CONTRACTORS FOR THIS TYPE OF WORK WILLING TO SERVICE JUST ONE BRIDGE.
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FIRE RESCUE VEHICLES & AMBULANCES	\$ 100,000.00	EMERGENCY - TACTICAL - RESCUE VEHICLES; EXCELLANCE INC.; FERRARA; QUALITY EMERGENCY VEHICLES; ROSENBAUER; RTC HALL-MARK; SUTPHEN; TEN.	3/31/2020	FLORIDA SHERIFFS ASSOCIATION (FSA) #FSA18-VEF13.0
GE LED TRAFFIC SIGNALS SALES AND SERVICE, GRIDSMA [®] TRAFFIC CAMERA SYSTEMS, AND GLOBAL TRAFFIC TECH OPTICOM [™] GPS SYSTEM PRODUCTS. TCS 12x12 INTERSECTION DISPLAY	\$ 100,000.00	TRANSPORTATION CONTROL SYSTEMS (#404188)	CONTINUING	EXCLUSIVE DISTRIBUTOR FOR SALES AND SERVICE OF GE LED TRAFFIC SIGNALS, GLOBAL TRAFFIC TECH (GTT) OPTICOM [™] GPS SYSTEM, AND GRIDSMA [®] TRAFFIC CONTROL SYSTEM FOR ENTIRE STATE OF FLORIDA. OEM AND SOLE PROVIDER OF TCS 12x12 INTERSECTION DISPLAY BOARD.
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MACK [®] TRUCK PARTS, SERVICE AND WARRANTY REPAIRS	\$ 175,000.00	NEXTRAN TRUCK CENTER, ORLANDO (#3287)	CONTINUING	EXCLUSIVE AUTHORIZED AND DESIGNATED MACK [®] DEALER FOR PARTS, SERVICE, AND WARRANTY REPAIRS OF HEAVY DUTY VEHICLES
MOSQUITO CONTROL CHEMICALS, ADAPTCO MONITOR 4s SERVICE & PARTS	\$ 380,000.00	ADAPCO (#1478)	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR FOR DIBROM, AGNIQUE, FOURSTAR, AQUABAC, SPHERATAX, SCOURGE, BVA, ZENIVEX AND AL TOSID DEL TAGARD
MOSQUITO CONTROL CHEMICALS	\$ 360,000.00	CLARKE MOSQUITO CONTROL PRODUCTS, INC. (#354)	CONTINUING	SOLE SOURCE FOR BIOMIST [®] , DUET [®] , MOSQUITOMIST [®] , ANWIL [®] , COCOBEAR [®] , & NATULAR [®] PRODUCTS; VALENT VECTOBAC [®] , VECTOLEX [®] , & VECTOMAX [®] PRODUCTS
MOSQUITO CONTROL CHEMICALS	\$ 245,000.00	UNIVAR USA (#10998)	CONTINUING	MANUFACTURER AND SOLE DISTRIBUTOR OF MASTERLINE KONTROL, MASTERLINE AQUACONTROL, MASTERLINE LARVICIDE OIL, MASTERLINE BIFENTHRIN
MOSQUITO CONTROL CHEMICALS	\$ 98,000.00	HELENA AGRI-ENTERPRISES, LLC (#3308)	CONTINUING	MANUFACTURER AND SOLE SUPPLIER OF DLZ [®] , DROPLET LANDING ZONE, AND OPTIMA, AN ADJUVANT FOR PESTICIDE AND NUTRITIONAL SPRAYS
NFPA SCBA MASKS, AIR PAKS, PARTS	\$ 120,000.00	MUNICIPAL EMERGENCY SERVICE (MES) (#13120), FISHER SCIENTIFIC (#3257)	CONTINUING	AUTHORIZED DISTRIBUTORS
SAP LICENSES	Dependent on licensing needs	SAP	CONTINUING	OEM-SOLE SOURCE
TORO TURF EQUIPMENT & IRRIGATION PARTS	\$ 300,000.00	WESCO TURF SUPPLY (#1363)	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR FOR TORO TURF EQUIPMENT AND PARTS AND IRRIGATION PARTS FOR BREVARD COUNTY; BOARD STANDARDIZATION RECEIVED FOR TORO IRRIGATION PARTS
TRAFFIC SIGNAL - ALPHA TECHNOLOGIES; RTC MANUFACTURING; POLARA ENGINEERING TRAFFIC PRODUCTS; DIALIGHT CORP.; CARMANAH; THK SECURITY PRODUCTS AND SENSYS NETWORKS EQUIPMENT	\$ 120,000.00	TEMPLE, INC. (#6098)	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR IN STATE OF FLORIDA FOR ALPHA TECHNOLOGIES; RTC MANUFACTURING; POLARA ENGINEERING TRAFFIC PRODUCTS; DIALIGHT CORP.; CARMANAH NETWORK EQUIPMENT AND PRODUCTS, SENSYS NETWORKS, FCU SCHOOL ZONE TIME SWITCH, AND TKH SECURITY PRODUCTS
TRAFFICWARE/NAZTEC TRAFFIC SYSTEM APPLICATIONS AND SERVICE	\$ 100,000.00	TRAFFICWARE (#6883)	CONTINUING	OEM AND SOLE SUPPLIER OF TRAFFICWARE TRAFFIC SYSTEM APPLICATIONS (e.g., ATMS.NOW) FOR THE STATE OF FLORIDA
VAC-CON SEWER TRUCK PARTS, AND SERVICE	\$ 100,000.00	SOUTHERN SEWER EQUIPMENT SALES (SSES) (#2648)	CONTINUING	SOLE AUTHORIZED VAC-CON DEALER FOR SALES, PARTS AND SERVICE IN THE STATE OF FLORIDA, EXCLUDING PANHANDLE.
UTILITY SVS - DYNASAND [®] ECOWASH [®] FILTERS AND AQUA GUARD [®] SELF-CLEANING WATER SCREEN	\$ 600,000.00	PARKSON CORP. (#975)	CONTINUING	OEM MANUFACTURER FOR DYNASAND [®] ECOWASH [®] FILTERS AND AQUA GUARD [®] SELF-CLEANING WATER SCREEN, BOARD APPROVED DESIGN/CONSTRUCTION CRITERIA FOR WATER AND SANITARY SEWAGE SYSTEMS
UTILITY SVS - GRUNDFOS PUMPS AND PRODUCTS	\$ 350,000.00	TOM EVANS ENVIRONMENTAL (#12773)	CONTINUING	SOLE REPRESENTATIVE AND AUTHORIZED SERVICE CENTER FOR ALL GRUNDFOS PRODUCTS IN THE STATE OF FLORIDA
UTILITY SVS - HACH INSTRUMENT AND CHEMISTRY BRANDS	\$ 150,000.00	HACH COMPANY (#665)	CONTINUING	OEM AND SOLE PROVIDER OF ALL HACH BRAND PRODUCTS
UTILITY SVS - OVIVO USA, LLC EIMCO PROCESS EQUIPMENT, BAKER PROCESS, EIMCO WATER TECHNOLOGIES, DORR-OLIVER AND DORR-OLIVER EIMCO MUNICIPAL WATER AND	\$ 120,000.00	OVIVO USA, LLC dba TSC-Jacobs (#3789, #10805)	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR FOR OVIVO USA's EIMCO AND DORR OLIVER EQUIPMENT AND PARTS

VENDORS OF RECORD

FY 2019/2020

- Over \$100,000 Annually -

COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
UTILITY SVS - SULZER ABS PUMPS AND PARTS	\$ 100,000.00	HYDRA SERVICES INC. (#3243)	CONTINUING	SOLE AUTHORIZED SUPPLIER FOR ALL SULZER ABS PRODUCTS FOR STATE OF FLORIDA, EXCLUDING COUNTIES OF SARASOTA, DESOTO,
UTILITY SVS - TELEMETRY EQUIPMENT BRISTOL SCADA INCLUDING COMPONENTS OF	\$ 210,000.00	EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC. (#13068)	CONTINUING	OEM - BOARD STANDARDIZED EQUIPMENT (1991) - SOLE MANUFACTURER, SOLE AUTHORIZED ENTITY FOR SALES OF PRODUCTS TO ALL WATER AND WASTEWATER CUSTOMERS.
State Contracts, Cooperative Contracts, and other Agency Contracts				
ATHLETIC FIELD SODDING - SPORTS TURF	Project Specific	LAKE JEM FARMS, INC	6/19/2020	Orange County Contract #Y16-1062
AUCTIONEER SERVICES	TBD	GEORGE GIDEON AUCTIONEERS	12/14/2019 8/19/2021	OSCEOLA COUNTY SCHOOLS C-16-0583-AS LAKE COUNTY CONTRACT 16-0625A/AUCTION SERVICES
CARPET & FLOOR MATERIALS	\$ 100,000.00	TANDUS, BENTLEY MILLS, INTERFACE AMERICAS, MANNINGTON COMMERCIAL, MASLAND, MILLIKEN, MOHAWK SHAW	2/16/2020	STATE OF FLORIDA #52100000-16-ACS
COMPUTER I.T. HARDWARE	\$ 500,000.00	DELL MARKETING L.P. (#7336); 7 Other Vendors	3/31/2020	(WSCA) 43211500-WSCA-15-ACS MASTER PRICE AGREEMENT; BREVARD COUNTY CONTRACT CODE: WN05ACA State of Florida DMS #21100000-15-1
CONSTRUCTION, INDUSTRIAL, AGRICULTURAL & LAWN	\$ 300,000.00	WESCO TURF SUPPLY FOR TORO PRODUCTS	6/30/2020	State of Florida DMS #21100000-15-1
CURED-IN-PLACE PIPE LINING OF SANITARY SEWERS	\$ 1,000,000.00	INSITUFORM TECHNOLOGIES, LLC (#9688)	1/3/2020	City of Daytona Beach Contract No. 0118-2600
SLIP LINING REHAB				
CURED-IN-PLACE PIPE	\$ 1,000,000.00	GRANITE INLINER	2/28/2020	Polk County Contract 17-326
FENCING	\$ 175,000.00	ALL-RITE, COMMERCIAL FENCE CONTRACTORS (#10423), EAST COAST FENCE	3/15/2021	SCHOOL BOARD OF BREVARD COUNTY ITB#16-B-069-LU
FIRE EQUIPMENT & SUPPLIES	\$ 185,000.00	TEN-8; TECHNICALRESCUE.COM; TEAM EQUIPMENT; NAFECO; MES; HENRY SCHEIN; FISHER SCIENTIFIC; BENNETT FIRE	6/30/2020	LAKE COUNTY CONTRACT #17-0606
FUEL (DIESEL/GAS)	\$ 4,000,000.00	GLOVER OIL COMPANY, INC. (#2014)	11/21/2020	COOPERATIVE BID, SCHOOL BOARD #18-B-021-NC
FURNITURE-OFFICE AND FILES (Steel Case Inc.)	\$ 100,000.00	AMERICAN BUSINESS INTERIORS (PRIMARY VENDOR UTILIZED HON, HERMAN, MILLER, KIMBALL, NATIONAL OFFICE - OTHERS LISTED);	3/1/2020	STATE CONTRACT #425-001-12-1
GENERAL CONTRACTOR SERVICES	Repair/Maintenance/ CIP Projects approved in adopted budget	C&D CONSTRUCTION, INC., CANAVERAL CONSTRUCTION CO., INC., DOUG WILSON ENTERPRISES, INC., HEARD CONSTRUCTION, INC.,	5/22/2023	SCHOOL BOARD OF BREVARD COUNTY RFP #18-P-037-DR
HARDWARE, MRO EQUIPMENT AND FACILITIES MAINTENANCE SUPPLIES	\$ 175,000.00	FASTENAL, GRAINGER, HD Supply	1/25/2023	THE COOPERATIVE PURCHASING NETWORK (TCPN) Contract #121218
HOUSEHOLD HAZARDOUS WASTE COLLECTION, PACKAGING, TRANSPORTATION AND DISPOSAL SVC.	\$ 105,000.00	EQ THE ENVIRONMENTAL QUALITY CO. (#8899)	3/31/2020	HILLSBOROUGH COUNTY ITB #7955
IT STAFF AUGMENTATION SERVICES	\$ 95,000.00	MISCELLANEOUS	9/30/2020	STATE OF FLORIDA Contract # 80101507-SA-15-01
LABORATORY SERVICES & RELATED SERVICES	\$ 170,000.00	PACE ANALYTICAL (#1875); FLOWERS CHEMICAL LABORATORY (#9369)	4/7/2020	City of Palm Bay 07-0-2014
LIBRARY MATERIALS AND BOOKS	\$ 1,600,000.00	BAKER & TAYLOR; BRODART; (GALE) CENGAGE; DAVIDSON TITLES; BARNES & NOBLE; EBSCO; JR. LIBRARY GUILD (MT LIBRARY SERVICES); DEMCO; Other various vendors	5/31/2020	STATE OF FLORIDA CONTRACT #55101500-ACS-17; SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA SDOC-15-B-0130LK
ATHLETIC SURFACING AND ASPHALT MAINTENANCE	Projects approved in Budget	NIDY CONSTRUCTION	CONTINUING	NCPA RFP#1-18 Regaion 14 Education Services Center
OFFICE SUPPLY	\$ 180,000.00	OFFICE DEPOT, STAPLES ADVANTAGE, INDEPENDENT STATIONERS	4/17/2022 4/17/2022 8/1/2020	City of Taramac #13-23R STATE OF FL CONTRACT #44111513-17-01 SOURCEWELL #010615-SCC
PAINT CONTRACTOR SERVICES	\$200,000	McDine's; Anchor Painting, R & R; Town and Country; and SDB Engineers	2/26/2022	BREVARD COUNTY SCHOOL BOARD BID #19-443-B-SHC
PLAYGROUND EQUIPMENT & AMENITIES (Musco Lighting)	\$140,000.00	VARIOUS VENDORS: MUSCO LIGHTING (#402932)	09/30/20	SOURCEWELL #082114-MSL, ATHLETIC SURFACES & EQUIPMENT, ICE ARENAS & EVENT SEATING
PLUMBING SUPPLIES	\$ 250,000.00	APPLE SPECIALTIES, BEST PLUMBING SPECIALTIES, FERGUSON ENTERPRISES, GLOBAL EQUIPMENT CO, GORMAN COMPANY (HAJOCA CORP), INTERLINE BRANDS, INC., PALM BEACH LANDSCAPE SUPPLY, SITE ONE LANDSCAPE SUPPLY	2/28/2020	BREVARD COUNTY SCHOOL BOARD COOPERATIVE BID #17-B-048-OC
PREFABRICATION CONCRETE RESTROOMS	CIP Projects approved in adopted budget	CXT, INC. (#9385, #9952)	4/14/2021	SOURCEWELL #030117-CXT
PUMP & MOTOR REPAIR SERVICES	\$ 230,000.00	FLORIDA ARMATURE WORKS, INC. (#13054)	1/26/2020	TOHO WATER AUTHORITY #IFB-16-024
SEWAGE, DEWATERING, BYPASS PARTS	\$ 100,000.00	THOMPSON PUMP & MFG. (#4719)	3/14/2022	SOURCEWELL #012418-TPM
PLAYGROUND STRUCTURES AND SHELTERS	Projects approved in Budget	RCP SHELTERS	9/6/2020	Manatee County School Board #16-0025
RADIO MAINTENANCE & REPAIR, 800 MHz	\$ 1,500,000.00	HARRIS CO. c/o COMMUNICATIONS INTERNATIONAL (#4110)	6/30/2021	FL STATE CONTRACT 725-001-01-1 Sole Authorized Distributor for MA-COM
RESEARCH LABORATORY SUPPLIES	\$ 100,000.00	FISHER SCIENTIFIC	2/12/2020	STATE OF FLORIDA #411-20000-15-ACS
		FISHER SAFETY	6/30/2020	Omnia Partners #C15-JL-12
SAFETY & SECURITY/IPPE	\$ 150,000.00	W. W. GRAINGER INC. (#7200), FASTENAL CO.; MSC INDUSTRIAL SUPPLY CO W. W. GRAINGER INC. (#7200)	9/30/2020 2/1/2021	STATE OF FLORIDA #31160000-18-ACS SOURCEWELL #121416-WWG
TIRES & SERVICES	\$ 350,000.00	Bridgestone, Continental, Goodyear, Michelin - BOULEVARD TIRE CENTER (#6179); GATTO'S TIRE & AUTO SERVICE (#2314)	2/28/2022 3/31/2024	FLORIDA SHERIFFS ASSOCIATION (FSA) #15/17-07-0220 STATE OF FLORIDA CONTRACT Tires, Tubes and Services 25172500-19-ACS
VEHICLES (LIGHT TRUCKS, VANS, CARS, SUV, UTILITY)	Vehicles approved in adopted budget.	FY 2018/19 vendors to be determined	9/30/2020	FSA18-VEH16.0 CAB & CHASSIS TRUCKS AND HEAVY EQUIPMENT FSA18-VEL26.0 POLICE RATED, ADMINISTRATIVE, UTILITY VEHICLES, TRUCKS & VANS

VENDORS OF RECORD
 FY 2019/2020
 - Over \$100,000 Annually -

COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
		DUVAL FORD, LLC; HUB CITY FORD-MERCURY, INC.; TAMPA TRUCK CENTER	9/30/2021	FL STATE CONTRACT #25101600-16-1
		ALAN JAY CHEVROLET BUICK GMC CADILLAC (#9150)	1/17/2021	SOURCEWELL #120716-NAF
			1/24/2022	
UTILITY SVS - WATER/WASTEWATER TREATMENT	\$ 250,000.00	ODYSSEY MANUFACTURING (#4444)	9/30/2020	CITY OF LAKE WORTH IFB #17-122



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

August 7, 2019

M E M O R A N D U M

TO: Leslie Rothering, Interim Central Services Director

RE: Item F.9., Permission to Issue Open Purchase Orders (FY 2019/2020) to Approved Vendors of Record

The Board of County Commissioners, in regular session on August 6, 2019, approved the use of State contracts, cooperative contracts, and other agency contracts as vendors on the attached list; approved the use of the attached list of vendors of record determined to be single or sole source for the products or services as indicated; approved the issuance of blanket purchase orders and authorized the Chair to execute the resulting contracts to those vendors whose exceed \$100,000, subject to review and prior approval for the County Attorney's Office and Risk Management; and approved the competitive action in the event of unforeseen changes to the approved vendors and/or the cooperative purchasing programs. Enclosed is a copy of the list of vendors of record.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

Encl. (1)

cc: Budget
Finance

VENDORS OF RECORD
 FY 2019/2020
 - Over \$100,000 Annually -

COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
UTILITY SVS - SULZER ABS PUMPS AND PARTS	\$ 100,000.00	HYDRA SERVICES INC. (#3243)	CONTINUING	SOLE AUTHORIZED SUPPLIER FOR ALL SULZER ABS PRODUCTS FOR STATE OF FLORIDA, EXCLUDING COUNTIES OF SARASOTA, DESOTO.
UTILITY SVS - TELEMETRY EQUIPMENT BRISTOL SCADA INCLUDING COMPONENTS OF	\$ 210,000.00	EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC (#13088)	CONTINUING	CEM - BOARD STANDARDIZED EQUIPMENT (1991) - SOLE MANUFACTURER. SOLE AUTHORIZED ENTITY FOR SALES OF PRODUCTS TO ALL WATER AND WASTEWATER CUSTOMERS
State Contracts, Cooperative Contracts, and other Agency Contracts				
ATHLETIC FIELD SODDING - SPORTS TURF	Project Specific	LAKE JEM FARMS, INC	6/18/2020	Orange County Contract #Y16-1062
AUCTIONEER SERVICES	TBD	GEORGE GIDEON AUCTIONEERS	12/14/2019 8/19/2021	OSCEOLA COUNTY SCHOOLS G-16-0563-AS LAKE COUNTY CONTRACT 16-0625A/AUCTION SERVICES
CARPET & FLOOR MATERIALS	\$ 100,000.00	TANDUS, BENTLEY MILLS, INTERFACE AMERICAS, MANNINGTON COMMERCIAL, MASLAND, MILLIKEN, MOHAWK, SHAW	2/10/2020	STATE OF FLORIDA #52100000-18-ACS
COMPUTER I.T. HARDWARE	\$ 500,000.00	DELL MARKETING L.P. (#7336); 7 Other Vendors	3/31/2020	(WSCA) 43211600-WSCA-16-ACS MASTER PRICE AGREEMENT; BREVARD COUNTY CONTRACT CODE- WNAKACA
CONSTRUCTION, INDUSTRIAL, AGRICULTURAL & LAWN	\$ 300,000.00	WESCO TURF SUPPLY FOR TORO PRODUCTS	6/30/2020	State of Florida DNS #21100000-16-1
CURED-IN-PLACE PIPE LINING OF SANITARY SEWERS SLIP LINING REHAB	\$ 1,000,000.00	INSITUFORM TECHNOLOGIES, LLC (#9808)	1/3/2020	City of Daytona Beach Contract No. 0119-2600
CURED-IN-PLACE PIPE	\$ 1,000,000.00	GRANITE INLINER	2/28/2020	Polk County Contract 17-326
FENCING	\$ 175,000.00	ALL-RITE, COMMERCIAL FENCE CONTRACTORS (#10423), EAST COAST FENCE	3/15/2021	SCHOOL BOARD OF BREVARD COUNTY ITB#16-B-068-LU
FIRE EQUIPMENT & SUPPLIES	\$ 185,000.00	TEN-B; TECHNICALRESCUE.COM; TEAM EQUIPMENT; NAPECO; MES; HENRY SCHEIN; FISHER SCIENTIFIC; BENNETT PIPE	6/30/2020	LAKE COUNTY CONTRACT #17-0806
FUEL (DIESEL/GAS)	\$ 4,000,000.00	GLOVER OIL COMPANY, INC. (#2014)	11/21/2020	COOPERATIVE BID, SCHOOL BOARD #18-B-021-NC
FURNITURE-OFFICE AND FILES (Steel Case Inc)	\$ 100,000.00	AMERICAN BUSINESS INTERIORS (PRIMARY VENDOR UTILIZED HON, HERMAN, MILLER, KIMBALL, NATIONAL OFFICE - OTHERS LISTED);	3/1/2020	STATE CONTRACT #425-001-12-1
GENERAL CONTRACTOR SERVICES	Repair/Maintenance CIP Projects approved in adopted budget	C&D CONSTRUCTION, INC., CANAVERAL CONSTRUCTION CO., INC., DOUG WILSON ENTERPRISES, INC., HEARD CONSTRUCTION, INC.,	6/22/2023	SCHOOL BOARD OF BREVARD COUNTY RFP #18-P-037-DR
HARDWARE, MRO EQUIPMENT AND FACILITIES MAINTENANCE SUPPLIES	\$ 175,000.00	FASTENAL, GRAINGER, HD Supply	1/25/2023	THE COOPERATIVE PURCHASING NETWORK (TCPN) Contract #12121B
HOUSEHOLD HAZARDOUS WASTE COLLECTION, PACKAGING, TRANSPORTATION AND DISPOSAL	\$ 105,000.00	EQ THE ENVIRONMENTAL QUALITY CO. (#88899)	3/31/2020	HILLSBOROUGH COUNTY ITB #7955
STAFF AUGMENTATION SERVICES	\$ 85,000.00	MISCELLANEOUS	9/30/2020	STATE OF FLORIDA Contract # 80101607-SA-15-01
LABORATORY SERVICES & RELATED SERVICES	\$ 170,000.00	PACE ANALYTICAL (#1875); FLOWERS CHEMICAL LABORATORY (#3889)	4/7/2020	City of Palm Bay 07-0-2014
LIBRARY MATERIALS AND BOOKS	\$ 1,600,000.00	BAKER & TAYLOR; BRODART; (GALE) CENGAGE; DAVIDSON TITLES; BARNES & NOBLE; EBSCO; JR LIBRARY GUILD (MT LIBRARY SERVICES); DEMCO; Other various vendors	6/31/2020	STATE OF FLORIDA CONTRACT #55101500-ACS-17; SCHOOL DISTRICT OF OSCEOLA COUNTY FLORIDA SDOC-15-B-0130LK
ATHLETIC SURFACING AND ASPHALT MAINTENANCE	Projects approved in Budget	NIDY CONSTRUCTION	CONTINUING	NCPA RFP#1-18 Region 14 Education Services Center
OFFICE SUPPLY	\$ 180,000.00	OFFICE DEPOT, STAPLES ADVANTAGE, INDEPENDENT STATIONERS	4/17/2022 4/17/2022 8/1/2020	City of Tarameo #13-23R STATE OF FL CONTRACT #44111513-17-01 SOURCEWELL #010815-SCC
PAINT CONTRACTOR SERVICES	\$200,000	McDine's; Anchor Painting, R & R; Town and Country; and SOB Engineers	2/28/2022	BREVARD COUNTY SCHOOL BOARD BID #19-443-B-SHC
PLAYGROUND EQUIPMENT & AMENITIES (Majaco Lubliner)	\$140,000.00	VARIOUS VENDORS: MUSCO LIGHTING (#402932)	09/30/20	SOURCEWELL #082114-MSL, ATHLETIC SURFACES & EQUIPMENT, ICE ARENAS & EVENT SEATING
PLUMBING SUPPLIES	\$ 250,000.00	APPLE SPECIALTIES, BEST PLUMBING SPECIALTIES, FERGUSON ENTERPRISES, GLOBAL EQUIPMENT CO, GORMAN COMPANY (HAJOCA CORP), INTERLINE BRANDS, INC., PALM BEACH LANDSCAPE SUPPLY, SITE ONE LANDSCAPE SUPPLY	2/28/2020	BREVARD COUNTY SCHOOL BOARD COOPERATIVE BID #17-B-048-CC
PREFABRICATION CONCRETE RESTROOMS	CIP Projects approved in adopted budget	CXT, INC. (#9385, #9952)	4/14/2021	SOURCEWELL #030117-CXT
PUMP & MOTOR REPAIR SERVICES	\$ 230,000.00	FLORIDA ARMATURE WORKS, INC. (#13054)	1/26/2020	TOHO WATER AUTHORITY #IFB-16-024
SEWAGE, DEWATERING, BYPASS PARTS	\$ 100,000.00	THOMPSON PUMP & MFG. (#4719)	3/14/2022	SOURCEWELL #012418-TPM
PLAYGROUND STRUCTURES AND SHELTERS	Projects approved in Budget	RCP SHELTERS	9/8/2020	Manatee County School Board #18-0025
RADIO MAINTENANCE & REPAIR, 800 MHz	\$ 1,500,000.00	HARRIS CO. c/o COMMUNICATIONS INTERNATIONAL (#4110)	6/30/2021	FL STATE CONTRACT 725-001-01-1 Sole Authorized Distributor for MA-COM
RESEARCH LABORATORY SUPPLIES	\$ 100,000.00	FISHER SCIENTIFIC FISHER SAFETY	2/12/2020 6/30/2020	STATE OF FLORIDA #411-20000-15-ACS Omnia Partners #C15-JL-12
SAFETY & SECURITY/TYPE	\$ 150,000.00	W. W. GRAINGER INC. (#7200); FASTENAL CO.; MSC INDUSTRIAL SUPPLY CO W. W. GRAINGER INC (#7200)	9/30/2020 2/1/2021	STATE OF FLORIDA #31160000-18-ACS SOURCEWELL #121418-WWG
TIRES & SERVICES	\$ 350,000.00	Bridgestone, Continental, Goodyear, Michelin - BOULEVARD TIRE CENTER (#8179); GATTO'S TIRE & AUTO SERVICE (#2314)	2/28/2022 3/31/2024	FLORIDA SHERIFFS ASSOCIATION (FSA) #1817-07-0220 STATE OF FLORIDA CONTRACT Tires, Tubes and Services 2517290-19-ACS
VEHICLES (LIGHT TRUCKS, VANS, CARS, SUV, UTILITY)	Vehicles approved in adopted budget	FY 2018/19 vendors to be determined	9/30/2020	FS18-VEH16.0 CAB & CHASSIS TRUCKS AND HEAVY EQUIPMENT FS18-VEL26.0 POLICE RATED, ADMINISTRATIVE, UTILITY VEHICLES, TRUCKS & VANS

VENDORS OF RECORD
 FY 2018/2020
 - Over \$100,000 Annually -

COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
		DUVAL FORD, LLC; HUB CITY FORD-MERCURY, INC.; TAMPA TRUCK CENTER	8/30/2021	FL STATE CONTRACT #25101800-16-1
		ALAN JAY CHEVROLET BUICK GMC CADILLAC (#9150)	1/17/2021	SOURCEWELL #120718-NAF
			1/24/2022	
UTILITY SVS - WATER/WASTEWATER TREATMENT	\$ 250,000 00	ODYSSEY MANUFACTURING (#4444)	8/30/2020	CITY OF LAKE WORTH #B #17-122

Deborah Thomas

From: Morgan, Lisa <Lisa.Morgan@brevardfl.gov>
Sent: Tuesday, November 12, 2019 10:30 AM
To: Deborah Thomas
Cc: Morgan, Lisa
Subject: RE: 2 contracts for the Clerk to the Board
Attachments: TAMMYGRAM VENDOR OF RECORD AUG 7 2019.pdf

Importance: High

Deborah:

Attached is the latest Tammy Gram for the vendor of record. I highlighted the listing on page 2 of the vendors showing Harris Corp dba Communications International.

Lisa Morgan

Brevard County Emergency Management/800 MHz
Phone: 321-637-6670
Fax: 321-633-1738
lisa.morgan@brevardfl.gov

10/22/19

From: Morgan, Lisa
Sent: Tuesday, November 12, 2019 10:25 AM
To: Deborah Thomas <deborah.thomas@brevardclerk.us>
Cc: Morgan, Lisa <Lisa.Morgan@brevardfl.gov>
Subject: RE: 2 contracts for the Clerk to the Board

Yes.....stand by and I will scan it and send it.

Lisa

From: Deborah Thomas <deborah.thomas@brevardclerk.us>
Sent: Tuesday, November 12, 2019 10:24 AM
To: Morgan, Lisa <Lisa.Morgan@brevardfl.gov>
Subject: RE: 2 contracts for the Clerk to the Board

Hello Lisa:

Thanks for confirmation.

Your directions for Warren are correct.

We are at the top of the stairs and our door is marked "Clerk to the Board".

As you stated, he can always contact me and I will be happy to direct him.

Quick question, for the Communications International Contract, do you have a "TammyGram" that it corresponds with – for filing purposes?

Thanks.
Deborah

From: Morgan, Lisa <Lisa.Morgan@brevardfl.gov>
Sent: Tuesday, November 12, 2019 10:19 AM
To: Deborah Thomas <deborah.thomas@brevardclerk.us>
Cc: Morgan, Lisa <Lisa.Morgan@brevardfl.gov>
Subject: RE: 2 contracts for the Clerk to the Board

Deborah:

Yes, that is correct. I am more concerned that Warren may have trouble locating your office because he is not that familiar with the public side of the building. He has your office number in case he gets misdirected. I told him it is probably easier to take the stairs and look for the door marked 'Clerk to the Board' past the Clerk's office on the right as you face the building. He is helping me out by dropping these contracts off while he is in the field doing his site work but I would not expect him till this afternoon. Thanks!

Lisa Morgan

Brevard County Emergency Management/800 MHz
Phone: 321-637-6670
Fax: 321-633-1738
lisa.morgan@brevardfl.gov

From: Deborah Thomas <deborah.thomas@brevardclerk.us>
Sent: Tuesday, November 12, 2019 10:08 AM
To: Morgan, Lisa <Lisa.Morgan@brevardfl.gov>
Cc: Hall, Warren <Warren.Hall@brevardfl.gov>; Ruiz, Lizzet <Lizzet.Ruiz@brevardfl.gov>
Subject: 2 contracts for the Clerk to the Board

Good morning Lisa:

I am in receipt of your email and request.

The Communications International Maintenance Contract is for our records.

And, the two "Replay" Contracts are for the Clerk's Attestation – with one for us to keep.

The other for you to pick-up after we email to you.

Is this all correct?

Please confirm.

Thank you.

Deborah Thomas
Administrative Assistant
Clerk to the Board
400 South Street, 2nd Fl.
Titusville, Florida 32780
(321)637-2001

From: Morgan, Lisa <Lisa.Morgan@brevardfl.gov>
Sent: Tuesday, November 12, 2019 9:45 AM
To: Deborah Thomas <deborah.thomas@brevardclerk.us>
Cc: Hall, Warren <Warren.Hall@brevardfl.gov>; Morgan, Lisa <Lisa.Morgan@brevardfl.gov>; Ruiz, Lizzet <Lizzet.Ruiz@brevardfl.gov>
Subject: 2 contracts for the Clerk to the Board
Importance: High

Deborah:

Warren Hall with my office is going to the North end of the County probably this afternoon to do site work. He is bringing my copies of the two (2) contracts that I need to bring to the Clerk to the Board's office for processing:

1. First, is the Clerk's copy of the original signed Communications International maintenance contract for 2019-2020. Its Contract number under Contracts Management is 3740 and it is already uploaded to that file. This is the original signed contract I had promised to return back to you for the Clerk's files but I had to wait for it to return to me.
2. The second is two (2) originals for the call recorder for the local dispatch offices being handled thru 911 in our office and my manager, Lizzet Ruiz, who is the contract manager this year. They are marked Replay with an orange sticky note. You will notice they both have a signature reminder in orange on the side. These two contracts need to be attested by the Clerk to the Board. Once they are signed, you may keep one (1) original for the Clerk's files and I need one (1) original back to send to Replay and scan for our files. We have not yet loaded this to Contracts Management because this step was not yet completed. When this one is available, send me an email and I will come and get it.

If you have any questions, please contact me.

Lisa Morgan

Brevard County Emergency Management/800 MHz
Phone: 321-637-6670
Fax: 321-633-1738
lisa.morgan@brevardfl.gov

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

PUBLIC SAFETY RADIO SYSTEM MAINTENANCE

THIS CONTRACT by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and Communications International AKA Ci, a business having its primary business location at 4450 US Highway 1, Vero Beach, FL 32967, (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, Contractor currently provides certain Products and Services in relation to two-way radio communications within the boundaries of State of Florida; and

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

WHEREAS, Harris Corporation, the proprietary manufacturer of the Brevard County Public Safety Radio System has designated Contractor as the vendor for maintenance services to be used by Brevard County; and

WHEREAS, due to the complexity and scope of the Brevard County Public Safety Radio System, Contractor is the only maintenance services vendor within the confines of Brevard County and the immediate surrounding counties qualified to provide the maintenance for this radio system; and

WHEREAS, Brevard County desires to contract for the purchase of Products and Services from Contractor as described herein; and

WHEREAS, the Parties wish to establish terms, conditions and pricing under which the particular Products and Services will be purchased by the County; and

WHEREAS, the Parties hereby desire to enter into this Contract to set forth, in writing, their respective rights, duties and obligations hereunder.

NOW THEREFORE, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged and confessed, the Parties hereby agree as follows:

SECTION 1: DEFINITIONS

- A. "Parties" shall mean, collectively, Contractor and the County.
- B. "Products" shall mean the equipment, accessories and miscellaneous items Contractor offers for sale to Brevard County at negotiated pricing as stated within this Contract.
- C. "Services" shall mean those services to be provided by Contractor to the County pursuant to this Contract including, but not limited to, maintenance, technical support, installations, training, labor, and testing.
- D. "Software" means those Product(s) or portions thereof consisting of computer software programs, software utilities, and source code or object code.
- E. "Fixed Equipment" is defined as the site repeater stations and associated equipment, multi-site coordinator, console electronic equipment and radio control stations and as otherwise specified described as Fixed Equipment in a Customer maintenance contract.
- F. "Mobile Equipment" is defined as all vehicular mounted radios, personal portable radios, vehicular repeaters and portable radio chargers and as otherwise specifically described as Fixed Equipment for maintenance in this Contract.
- G. "Demand Services" are defined as service requests that are not included in the fixed fee arrangement in this Contract.
- H. "Working Hours" are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays unless otherwise defined within this Contract.
- I. "Emergency Services" shall mean services performed outside of Working Hours that are available from Ci twenty-four hours daily, seven days per week, including Federal and State holidays.
- J. "Specialized Services" are defined as service requests that are not included in the fixed fee arrangement in this Contract and are part of a Radio System Enhancement if sixty five (65) percent or more of the total value of such enhancement comprises Sole Source Services and/or Products.

SECTION 2: ATTACHMENTS

The attachments listed below are incorporated into and made part of this Contract.

ATTACHMENT A—Scope of Service (7 pages)

ATTACHMENT B—Equipment and Pricing List (3 pages)

ATTACHMENT C—Service Rates (1 page)

ATTACHMENT D—Pricing Discounts (1 page)

ATTACHMENT E—Per Unit Equipment Maintenance and Certification Pricing (1 page)

ATTACHMENT F—System Failure Escalation Procedure (1 page)

ATTACHMENT G—Specialized Services (1 page)

SECTION 3: SCOPE OF THE CONTRACT

The Contractor shall be prepared to furnish all labor, materials, equipment, machinery, tools, apparatus and transportation to perform all work and services specified in the Scope of Services, Attachment A, attached hereto and made a part hereof by this reference.

The parties expressly agree that any state or local government agency may, at the agency's option, utilize this Contract to obtain service, maintenance, and parts for the agency's equipment used in connection with its two way radio communications under the same terms and conditions as the County. This Contract may also be utilized by any Federal government agency to obtain service, maintenance, and parts, at the agency's option, operating on the Brevard County radio communication system under a valid user agreement with the County

with respect to any equipment that is included on the equipment list provided to Contractor (see Attachment B).

Brevard infrastructure radio system operation takes precedence over individual agency needs within Brevard County. The Contractor shall be responsible for making available sufficient staffing to timely perform both the obligations under this Contract.

SECTION 4: TERM

The term of the Contract shall begin October 1, 2019 (Effective Date) and terminate on September 30, 2020.

SECTION 5: PAYMENTS

County shall pay the Contractor for (Work or Services) provided under this Contract as provided in Attachment B, C, D and E to this Contract and made a part of this Contract 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 time frames for payment under the Florida Prompt Payment Act shall not begin to run until the service and parts provided are accepted by the County.

Payment terms for monthly recurring Maintenance Services, as outlined in Attachment E are in advance. Contractor may invoice the County for products delivered or services performed during the County fiscal year (October 1 to September 30). The invoice shall contain the purchase order number and description of services including quantity, if any, no later than October 15th. Invoices received after October 15th for products delivered or services completed prior to September 30th will be considered invalid and not payable by the County.

No extra charges of any kind will be allowed unless specifically agreed to in writing by authorized representatives of both parties.

The pricing under this Contract may be adjusted each year based on the US Consumer Price Index (CPI) found at the US Bureau of Labor Statistics web site, under the "South Urban" region of the United States map. The number used for adjustment will be the index number for "Feb" under the current year. This percent number is a twelve-month percent change for the "South Urban" over the last twelve months as reflected in February.

SECTION 6: MISCELLANEOUS

A. In addition to the Services specified in this Contract, the County may order other work to be provided by Ci including specially designed work or services otherwise not in conformity with this Contract, and listed as Specialized Services as shown in Attachment G. Within ten (10) business days of receipt of a Special Requirements Order, Ci will furnish the County with a proposal to fill such Order including price and delivery time. The County may accept or reject any such proposal within ten (10) business days of receipt; any proposal not specifically accepted will be deemed rejected on the eleventh business day after receipt.

B. Demand Services, including the installation, removal, or reinstallation of equipment, shall be performed by Contractor, following reasonable notice to the County, and at the hourly rates listed in Attachment C to this Contract. Service work made necessary because of abuse or neglect (which is not under the control of Contractor) will be performed at the hourly rate for Demand Services, plus parts. Items that are not covered under Maintenance in Attachment E, such as portable batteries, portable antennas, mobile antennas and items abused or misused by the County will be repaired and/or replaced under the Demand Services pricing structure of this Contract.

C. Purchase orders issued in compliance with this Contract, other than Special Requirements Orders, shall be deemed accepted upon receipt by Contractor. Special Requirements Orders shall be deemed accepted by Contractor upon receipt of the County's acceptance of Contractor's proposal.

D. Unless otherwise specifically agreed to in writing between Contractor and the County, the terms and conditions of this Contract shall take precedence over any accepted purchase order issued after the date of this Contract, in conformance with Article 19 of this Contract.

E. The County agrees to notify Contractor immediately if, at any time, it appears the Services and requirements set forth in this Contract are not being provided by Contractor to the County's satisfaction. The notification shall be in writing setting forth the nature of the work and/or the equipment which does not meet the County's requirements.

F. Contractor shall maintain a minimum inventory of replacement equipment and parts available immediately in Brevard County to service backbone infrastructure and User Terminal Equipment covered under this Contract. A copy of this inventory will be made available to the County by Contractor upon request. Contractor shall ensure that all other parts, etc. not maintained on the minimum inventory list shall be available within a three (3) business day time frame from the time of the service call.

G. Contract management meetings shall be held between Contractor and the County to discuss the performance of Contractor under the Contract, to discuss any special considerations that from time to time may arise regarding execution of the Contract, and to discuss issues pertinent to other users or municipal agencies with the Contract. Meetings shall be held quarterly as scheduled by the County; however, Contractor agrees to meet monthly if so scheduled by the County.

H. Before any piece of equipment can be added to this Contract, the County Radio System administration has the right of final determination of acceptance or rejection of that additional equipment based on good radio communications practices and procedures. Contractor shall evaluate the equipment prior to its use or installation and bill either the User Agency or the County, depending on who is making the request, for time and materials for any required corrective actions at the demand services rate as specified in Attachment C of this Contract.

SECTION 7: RESPONSE TIME

Response time is defined in Attachment A of this Contract. Contractor agrees that a technician will respond to a reported failure within the specified response time after a verifiable notification by the County. Escalation contact procedures included as Attachment F.

SECTION 8: WARRANTIES

A. Contractor warrants that all Services performed hereunder shall be free from defects in materials and workmanship and shall be the kind and quality necessary to assure performance of the equipment as intended and in accordance with the terms of this Contract.

B. Contractor shall warrant all parts and materials per the manufacturer's warranty. The warranty period begins when the applicable agency under this Contract takes receipt of equipment.

C. Replacement of any parts, equipment and/or materials which are under warranty shall be performed without cost to the County for the parts, equipment, and/or materials, labor, or any shipping expense should the equipment be returned to a Harris Corporation facility or other OEM vendor's facility for service.

D. Except as set forth in this Section, Contractor makes no warranties, express or implied, relating to the equipment including, without limitation, the warranties of merchantability or fitness for a particular purpose of the equipment. The manufacturer standard warranty will apply in this case.

E. If equipment is out of service in excess of 30 days for warranty repair, the warranty period may be extended for the number of days the equipment is in the possession of Contractor or Harris.

SECTION 9: 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 Contract, 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.

SECTION 10: MODIFICATIONS TO CONTRACT

This Contract, together with any exhibits, attachments, task assignments and schedules constitute the entire agreement between the County and the Contractor and supersedes all prior written or oral understandings. This Contract and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

Should laws change requiring additional Services or significant changes in cost, the Contractor and the County will negotiate an equitable price increase. The reverse will hold true should laws change requiring fewer Services or reductions in cost, in which case Contractor and the County will negotiate an equitable price reduction.

SECTION 11: INSURANCE

The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

A. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with a \$ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

B. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) which includes coverage for all owned, non-owned and rented vehicles with a \$ 1,000,000, combined single limit for each occurrence.

C. **Workers' Compensation and Employers Liability Insurance:** Full and complete Workers' Compensation Coverage for all employees of the contractor and subcontractors, as required by State of Florida law, shall be provided.

D. **Professional Liability Insurance:** in the amount of \$ 1,000,000 per claim.

E. **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. The General Liability and Automobile Liability Policies shall provide that Brevard County Board of County Commissioners 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.

SECTION 12: ATTORNEY'S FEES

In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

Any action brought to enforce the terms or litigate the terms of this Contract shall be brought in the venue of Brevard County, Florida. Any Federal action may only be initiated in the Middle District Court, Orlando Division.

SECTION 13: ASSIGNMENTS

Contractor shall not assign any portion of this Contract without the written permission of the County.

SECTION 14: TERMINATION

If either party fails or refuses to perform any of the provisions of this Contract or otherwise fails to timely satisfy the contract provisions (with the exception of the County's obligation to make payments), either may notify the other party in writing of the nonperformance. The non-compliant party shall have three (3) working days to come into compliance with the Contract. If the non-compliant party fails to come into compliance or resolve the issue, the other party may issue a written notice of termination of the Contract to the non-compliant party, which shall be effective thirty (30) days from the date that the Notice of Termination was received. 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, on a pro rata basis, completed prior to the effective date of termination.

With regard to any failure of the County to make payments for undisputed work or delivered products and equipment under this Contract, the Contractor shall first notify the County in writing that the Contractor has not received any payment due by the County to the Contractor. The County shall have 30 days within which to remedy any confirmed delinquency in payment.

Under any circumstance of early termination, the Contractor shall reimburse the County for any payments made to the Contractor in advance for work not performed by the Contractor as of the effective date of the termination. Such payments shall be paid to the County within 15 days from the effective date of the early termination.

SECTION 15: TERMINATION FOR CONVENIENCE

The County retains the right to terminate the Contract, in part or in its entirety without cause, upon ninety (90) days prior written notice to the Contractor. In such event, the Contractor shall be paid for services performed through the date of termination on a pro rata basis.

SECTION 16: INDEPENDENT CONTRACTOR

The Contractor shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract 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.

SECTION 17: RIGHT TO AUDIT RECORDS/PUBLIC RECORDS

The County and its auditors shall be entitled to audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Contract. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Contract unless a shorter period is otherwise authorized in writing.

Both parties understand that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes and all other applicable. If records provided by the Contractor do not fall under a specific exemption under Florida or federal law, the records provided by the Contractor to the County must be provided to anyone making a public records request. It will be the Contractor's duty to identify the information which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt.

Should any person or entity make a public records request of the County which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt under the Public Records Law or otherwise confidential, it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), or notification by the County to the Contractor of the records request, of the specific exemption or confidentiality provision to allow the County to comply with the requirements of Florida Statute 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such

inspection/production as a public record, the Contractor shall hire and compensate attorney(s) who shall represent the interests of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to Fla. Stat. 119.12.

SECTION 18: SECTION 508 ACCESSIBLE DOCUMENTS

The Contractor agrees that all documents that are part, required, or a direct result of this Contract shall follow Section 508 of the United States Rehabilitation Act. Complex maps, blueprints, plats, and construction/building plans are exempt.

SECTION 19: UNAUTHORIZED ALIEN WORKERS AND E-VERIFY

Brevard County will not intentionally award publicly-funded contracts 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 Contract.

Employment Eligibility Verification (E-Verify):

The Contractor:

(1) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and

(2) Shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and

(3) Agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program.

Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.

A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.

Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Contractor shall execute a Confirmation of E-Verify Form which shall be incorporated herein and referred to as Attachment "B".

SECTION 20: FEDERAL TAX ID NUMBER

The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

SECTION 21: 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 contract without written consent from the County.

SECTION 22: 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 to provide any goods or services to a public entity, may not submit a bid on a contract 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 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.

SECTION 23: OBLIGATIONS

The County's obligations set forth in this Contract shall be performed by County in a timely and proper fashion to allow Contractor to timely perform its obligations under this Contract.

a) County shall provide ready access to all sites owned, leased or otherwise controlled by County.

During the term of this Contract, the Contractor shall furnish all the Services specified in this Contract. Contractor understands and agrees that this is a requirement and that the County has no responsibility or obligation to the Contractor to assist in providing the required services.

SECTION 24: SECTION 22: EXCUSABLE DELAYS

In the event of any delay or failure excused by this Section, Contractor shall as soon as practical notify County and shall at the same time, or at the earliest practical date after such notice, specify the revised delivery and performance dates. In the event of such delay, the time of delivery or of performance shall be extended for a reasonable time period to compensate for the time lost by Contractor by reason of the delay. Contractor shall not be liable for delays in delivery or failure to perform due directly or indirectly to:

- a) Causes beyond Contractor's reasonable control,
- b) Acts of God, acts (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics,
- c) Contractor's inability to timely obtain necessary materials, items, components or services from suppliers who are affected by the foregoing circumstances or
- d) The failure of the County to perform its obligations hereunder in a timely manner. The foregoing shall apply even though any of such causes exists at the time of signature of the Contract by Contractor or occurs after delays in Contractor's performance of its obligations due to other reasons.

SECTION 25: PUBLIC RECORDS – EXEMPTIONS AND HOMELAND SECURITY

If Contractor receives any request for any records maintained or created pursuant to this Contract, before the Contractor (meaning any of its officers, agents, employees or subcontractors) provides records to anyone other than designated representatives of the County, it shall inform the designated representative of the County of the request for records by faxing or emailing the representative a copy of the request or a written description of the request. The Contractor shall not release any records until it receives the approval from the County's designated representative. All records must be reviewed for compliance with the Florida Public Records Act and the federal Homeland Security Act.

If the Contractor fails to comply with this paragraph on records, it shall reimburse the County for any attorney's fees and costs it incurs to retrieve such records, for any damages the County sustains as a result of the release of the records, and for the replacement of any systems, equipment, software, etc. necessary to maintain the security of the County's two way radio system.

SECTION 26: ORDER OF PRECEDENCE

Any inconsistency between this Contract, Purchase Order Releases, the specifications and other documents will be resolved by giving precedence to those documents in the following order, with the document to be given greatest precedence listed first:

1. Purchase Orders with non-standard terms and conditions accompanied by a mutually approved Statement of Work.
2. This Contract and Attachments.
3. Purchase Orders with standard terms and conditions.

SECTION 27: CONSTRUCTION OF CONTRACT

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

SECTION 28: NOTICE

Notice under this Contract shall be given by certified mail or hand delivery as follows:

To Brevard County:

Brevard County Emergency Management

1746 Cedar Street

Rockledge, Florida 32955

ATTN to: Emergency Management Director

To the Contractor:

Communications International, Inc.

4450 U.S. Highway 1

Vero Beach, FL 32967

ATTN: Customer Service

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

THE COUNTY

Brevard County Board of County Commissioners, a Political subdivision of the State of Florida

County: Bryan A Lober
BRYAN A LOBER, VICE-CHAIR, BOCC

ATTEST/AUTHENTICATED: [Signature]

As approved Board 10/22/19

APPROVED AS TO FORM:

**Powers,
Melissa**

Digitally signed by
Powers, Melissa
Date: 2019.10.08
14:37:09 -04'00'

COUNTY ATTORNEY: _____

CONTRACTOR

Contractor: Communications Int'l Inc.

Name: Mike Reed

Its: Mike Reed

Date: 10/25/19

[Signature]
WITNESS

STEVE MIMBS
Print Name

ATTACHMENT A-Scope of Service

1. Scope

During the term of this Contract as set forth in Section 4.0 of the Master Contract, the Contractor agrees to provide the County with;

1. Repair, maintenance services and parts to maintain the County radio system as set forth herein.
2. The products and services as described in Attachment B.
3. The above services at the service rates set forth in Attachment C.

2. Condition of Service

The Contractor shall supply all supervision, labor, service facilities, repair parts, test equipment, and supplies necessary to meet the service requirements stated herein.

3. Service Facilities

The Contractor shall have a full-service maintenance facility available and staffed with factory trained service technicians. The location and staffing level shall be sufficient to meet the service requirements stated herein.

4. Contractor's Personnel

The Contractor shall provide a list of Contractor's employees (and any subcontractors) who will perform the work on the County system and equipment and for any entities which choose to utilize this Contract to have service performed on their respective two-way radio system(s). The list shall include as follows: the name of each individual; what equipment each individual will work on; and the degrees, certifications and licenses each individual holds. This list shall be updated any time an individual is added or removed from the list. In any event the list shall be updated monthly to advise the County of any certifications or licenses renewed, added or lost by any given individual.

For each individual the Contractor intends to authorize to work on the County's equipment under this Contract, the Contractor shall provide the County with his/her background check, including a criminal history check. The Contractor shall be responsible for the cost of such background checks.

The County reserves the right to refuse to allow any given Contractor's employee or subcontractor to perform the work contracted for under this Contract based on the background check. Should the County ever exercise this refusal, the Contractor shall be responsible for submitting alternate personnel acceptable to the County with the necessary qualifications and prior background check approval to perform the work.

5. Fixed Equipment Maintenance

Fixed equipment is defined as the site repeater stations and associated equipment, multi-site coordinator, console electronics equipment and radio control stations.

All work on fixed equipment shall be performed at the location of the equipment. Emergency service shall be provided twenty-four (24) hours per day, seven days per week. Technical personnel must respond within two (2) hours of the request for emergency service. This service is included in the monthly maintenance rate. No fixed equipment shall be out of service in excess of twenty-four (24) hours after notification of equipment failure when the failure results in the inability of mobile units to communicate with each other or with a dispatch center.

The Contractor will notify the customer, either verbally or in writing if a repair on an item of fixed equipment will exceed ten (10) business days. If a repair on an item of fixed equipment will exceed thirty (30) business days, unless the repair involves factors outside of the Contractor's control, the monthly contract service charge for the particular item while out of service will be forfeited as penalty.

The Contractor shall not be liable for costs incurred for repair and/or replacement of equipment that becomes inoperative due to documented gross negligence on the part of the user, liquid intrusion, lightning damage, user installations, user removals, and/or acts of God. Any component parts replaced because of abuse on the part of the user shall be returned to the County for examination. The Contractor shall not be liable for costs incurred for correcting and/or repairing backbone damage and/or data corruption caused by improper operations or failure of associated systems. Associated systems are defined as any equipment used in the operations of the 800MHz Radio System that is not directly maintained by the Contractor.

6. User Terminal Equipment Maintenance

User terminal equipment (UTE) is defined as all vehicular, mounted radios, personal portable radios, vehicular repeaters and portable radio chargers.

UTE shall normally be serviced at a Contractor's facility during normal working hours. Exceptions will be allowable with the mutual concurrence of the County's contract manager and the Contractor Regional Manager responsible for Brevard service center operations. Emergency services shall be available twenty-four (24) hours per day, seven days per week. Emergency service on UTE equipment, if requested will be performed at the labor rate stated for demand emergency service.

The normal estimated time of repair of UTE delivered to the Contractor's local facility is three (3) to seven (7) business days. The Contractor will notify the customer, either verbally or in writing if a repair on an item of UTE will exceed ten (10) business days. If a repair on an item of UTE will exceed thirty (30) business days, unless the repair involves factors outside of the Contractor's control, the monthly maintenance fee for the particular item will be forfeited as penalty. In the event of the Contractor's chronic failure to comply with

the repair performance standards set forth above, the County reserves the right to add a clause to this Contract defining a minimum parts inventory to be maintained at the Rockledge Service Center.

The Contractor shall not be liable for costs incurred for repair and/or replacement of equipment that becomes inoperative due to documented gross negligence on the part of the user, liquid intrusion, lightning damage, user installations, user removals, and/or acts of God. Any component parts replaced because of abuse on the part of the user shall be returned to the County for examination.

7. Working Hours

Working hours are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays observed by the County. Work performed outside of working hours is defined as emergency service; however, if work is begun prior to 5:00 pm during normal working hours but not yet completed, the work will continue and be billed at the regular rate.

8. Demand Services

The installation, removal, or reinstallation of equipment shall be performed by the Contractor, following reasonable notice, and at the hourly, demand-rates listed in Attachment C under the demand services labor rates to this Contract. Service work made necessary because of abuse or neglect not under the control of the Contractor will be performed at the daytime hourly rate for demand service, plus parts. Special work, not otherwise covered, will be performed at prevailing rates, or may be performed by the County or its agents at the County election and expense.

9. Preventive Maintenance

Within ten (10) business days of executing this Contract, the Contractor will provide the County a maintenance schedule which will outline all maintenance work to be performed setting out the equipment to be serviced, the location of the equipment, and the date projected for the service. The maintenance schedule shall be updated monthly reflecting whether or not the equipment due to be serviced for the preceding month was serviced or not, whether equipment had to be taken out of service and the projected return to service date. The Contractor will adhere to the following schedule:

9.1 User Equipment

Quality Assurance Check:

The Contractor will test all new Harris equipment prior to delivery in order to ensure it meets factory standards and is properly tuned, aligned, and programmed to work on the Brevard trunked system. This check shall be included as part of the baseline costing under standard Contractor delivery for new equipment.

Annual User Equipment test (Preventative Maintenance):

Perform verification on mobiles, portables and control stations covered by this Contract to validate factory specification. At a minimum, the user test will include measurements of output power, correct modulation including data rates and analog or digital voice, checking transmit and receive frequency and receiver sensitivity, correct any deficiencies found and document all results in a written report that can be provided to the County on request.

Damage due to gross physical abuse may be treated as Demand Service and will be billed accordingly.

9.2 Infrastructure

Daily system test:

Remotely access to review alarm conditions in the system. Investigate and note conditions. Print alarm reports when requested. This includes CEC Manager (MOM) system alarms. Review any continued alarm conditions and monitor.

Monthly system test:

Verify that the system is fully functional with an end-to-end voice test of all trunked channels and conventional at all site and transmitter locations. Verify microwave BER meets specifications. Collect and analyze microwave error logs as needed for any events causing unavailable seconds. Perform monthly inspection of sites using checklist provided by the County including visual observation of antennas/antenna tower, guy wires and guy points, antenna tower obstruction lighting and remote controller. Check obstruction lighting for proper functioning. Note deficiencies found where applicable for corrective action and provide the County a copy of the completed checklist.

Annual Preventive Maintenance:

Perform preventative maintenance checks on all trunked and conventional repeater stations and site equipment to include: power output, modulation levels, high speed data, low speed data, analog deviation, output frequency, and receive sensitivity. Check antenna forward power, antenna reflected power, combiner performance, and multi-coupler performance at all sites, both conventional and trunked. Sweep and save Return Loss plots for all base stations antennas trunked and conventional. Document results using a standard reporting format. Correct any deviations from system specifications. Perform monthly site inspection using checklist provided by the County, providing a copy of the completed checklist and noting deficiencies found to the County where applicable for corrective action.

10. Service Records

Copies of billable service records and County work orders will be provided by the Contractor to the County contract manager every two weeks at a minimum. The parties shall agree upon an electronic format of transmitting the service records, which shall include a scanned copy of the work order (which shall have a legible signature from an authorized representative of the County before it will be accepted to be processed for payment) with each service record and request for payment.

Copies of non-billable service records will be retained by the Contractor during the lifespan of the Contract and any subsequent extensions, and a copy of the same will be provided to the County upon request.

11. Database Reprogramming

Annual UTE radio software updates will be provided by the Contractor during annual Preventative Maintenance. Logical ID terminal equipment reprogramming changes will be provided upon request at no cost to the customer.

12. Additions and Deletions

The quantity of units to be maintained & serviced may be added to or subtracted from the Contract while the Contract is in force. New units purchased in any given budget fiscal year may be added to the Contract in the month following the expiration date of the manufacturer's warranty.

All units added to or removed from service in a particular month, will be added to or dropped from charges to the user the first month of the following quarter. Written authorization (EMAIL acceptable) will be required to add to or delete from Attachment B. All units are to be identified with LID number, serial number, and County property number.

13. Batteries

Due to the variation and inconsistency of battery manufacturers, all portable batteries used on portable equipment covered under this Contract must be certified by the radio manufacturer for use on that unit. Any repairs due to such non-certified batteries will be at the demand service rate plus materials. All batteries provided by the Contractor as new to a Brevard County or affiliated customer shall be engraved with an in-service date, location, and Work Order number.

14. Warranty

All Services provided under this Contract shall be free from defects in materials and workmanship and shall be the kind and quality necessary to assure performance of the equipment in accordance with the terms of this Contract. See paragraph 12.0 of the Contract.

15. Incorporation from Master Contract

All provisions in the Master Contract Sections 1.0 through 27.0 not inconsistent with the provisions contained in this Attachment A are incorporated herein and made a part hereof by reference.

16. Signal Coverage

A. Communications International will report to Brevard County any repeated instances of user feedback, complaints, or documented deficiencies in coverage in any given areas of Brevard County on the 800 MHz Public Safety Trunked System. The 800 MHz system users will be requested to submit an on-line request via the County's radio system website in the event that repeated coverage deficiencies are identified.

B. Upon request from the 800 MHz administration office, the Contractor will perform signal strength testing and advise if there is a documented, repeatable system signal coverage issue in the indicated area(s).

C. Upon request from the 800 MHz administration office via radio communications work order, the Contractor will attempt to enhance the coverage in any identified dead spot areas within the technical limitations of the system hardware and the limitations in coverage patterns as defined by the Federal Communications Commission and the Region 9 committees.

D. The Contractor will provide written documentation of their actions in addressing any signal coverage complaints to the County for their files and further action.

17. Coordination of radio system operations

A) In the event of a staffing shortfall or other such circumstance as the needs of the County may dictate, Brevard County shall have the option of procuring ongoing professional services from the Contractor to address the County's needs for management of certain aspects of integrated radio system operations. These services may include but are not limited to the following services, which maybe procured asneeded:

- 1) VIDA interoperability switch database management and operations to include coordination with requesting user(s) and documentation of changes to the satisfaction of the County;
- 2) Communications Systems Director database management and operations to include coordination with requesting user(s) and documentation of changes to the satisfaction of the County;
- 3) FCC radio licensing preparation services, license management, and license monitoring services;

4) Monitoring and management of outside vendor operations to assure quality control and correct delivery of services. This may also include services provided by other County offices to the radio system.

5) System planning and design services for both trunked and conventional radio systems. Interface with system users to insure correct operation of the radio system as well as coordinating responses to user questions.

6) Radio tower and antenna site management and site design services.

7) Other professional services as requested by the Emergency Management Director within the Board-authorized scope of services under this Contract.

B) Rate(s) for these services shall be offered to the County by the Contractor on a monthly basis and shall be presented on a comprehensive flat-rate basis, not split by type of service.

C) The Contractor will advise the County if, in its best judgment, services requested are not within the Contractor's ability to perform the same. Inability of Contractor to perform and deliver service as requested under this section will not prejudice the continuity of the Contract as a whole.

ATTACHMENT B-Equipment and Pricing Lists

Monthly Total: \$33,387.93

Yearly Total: \$400,655.16

Table 1: Backbone charges for the Control Point Equipment

Description	Titusville	Palm Bay	Indian Harbour Beach	Each	Total
Alarm IEA	1	1	1	\$52.41	\$157.23
Multiplexers (Site & IMC Mux)	5	4	3	\$24.90	\$298.80
SIM	1	1	1	\$289.11	\$867.33
SSCP (Vertical Site Pro's)	14	20	12	\$24.10	\$1,108.60
Test/Alignment Radio (Control/Test Rack)	1	1	1	\$247.96	\$743.88

Table 2: Backbone charges for Simulcast sites and microwave hubs

Description	Barefoot Bay	Palm Bay	Scottsmoor	Titusville	Each	Total
Alarm Sys	1	1	1	1	\$52.41	\$209.64
Combiners	3	3	2	2	\$57.93	\$579.30
S/C Common Equip (Rack)	1	1	1	1	\$230.63	\$922.52
MASTR III (w/ Site Pro)	20	20	14	14	\$143.17	\$9,735.56
Microwave (MW Hub)	2	2	2	2	\$36.81	\$294.48
Multicoupler & TTA	1	1	1	1	\$90.23	\$360.92
Multiplexers	1	1	1	1	\$24.54	\$98.16
Timing	1	1	1	1	\$16.73	\$66.92

Table 3: Backbone charges for Simulcast sites

Description	Cocoa Beach	IHB	Melbourne	Rockledge	Sharpes	Each	Total
Alarm Sys	1	1	1	1	1	\$52.41	\$262.05
Combiners	2	2	3	2	2	\$57.93	\$637.23
S/C Common Equip (Rack)	1	1	1	1	1	\$230.63	\$1,153.15
MASTRIII (w/ Site Pro)	12	12	20	14	14	\$143.17	\$10,308.24
Multicoupler & TTA	1	1	1	1	1	\$90.23	\$451.15
Multiplexers	1	1	1	1	1	\$24.54	\$122.70
Timing	1	1	1	1	1	\$16.73	\$83.65

Table 4: Backbone charges for the IMCs

Description	Palm Bay South	Titusville North	Each	Total
IMC Switch	1	1	\$205.18	\$410.36
Multiplexers	4	5	\$26.54	\$238.86
Fiber Muxes	5	4	\$25.98	\$233.82
MOM System	1	1	\$95.32	\$190.64

Table 5: Backbone charges for the VIDA network

Description	Quantity	Each	Total
VIP Console	2	\$26.54	\$53.08
Migration Gateway/GVIUS	1	\$636.93	\$636.93
Firewalls	1	\$21.23	\$21.23
UAC Chassis	1	\$10.62	\$10.62
UAC Channels	4	\$10.62	\$42.48
Routers	10	\$10.62	\$106.20
Switches	10	\$10.62	\$106.20
Labor Core Software FX Install	1	\$222.42	\$222.42
NSC Server SANSC	2	\$668.78	\$1,337.56
NSC Server SANSCA1	2	\$530.78	\$1,061.56

Table 6: Backbone charges for the CSD

Description	Quantity	Each	Total
CSD	1	\$159.17	\$159.17

Table 7: Backbone charges for the UASI Net Clock

Description	Quantity	Each	Total
UASI Net Clock	1	\$95.29	\$95.29

ATTACHMENT C-Service Rates

SERVICE RATES	WORKING HOURS 8AM-5PM FROM M-F	EMERGENCY SERVICES
Radio Repair Service Hourly Rate	\$82.50	\$123.75
Reprogramming: Portable and Mobile Hourly Rate	\$32.50	NA
Programming: New Unit Hourly Rate	\$32.50	NA
Clerical Hourly Rate	\$65.00	NA
System Design Engineering Hourly Rate	\$135.00	NA
Engineering Hourly Rate	\$135.00	NA
RF Propagation Hourly Rate	\$135.00	NA
Inter-Modulation Study Hourly Rate	\$120.00	NA
Fleet Map Structure Hourly Rate	\$120.00	NA
Traffic Analysis Hourly Rate	\$120.00	NA
Dispatch Center Consulting Hourly Rate	\$120.00	NA
FCC Frequency Searches Hourly Rate	\$120.00	NA
BDA Initial Assessment	\$350.00 + \$10 per grid > 20	NA
Post BDA installation assessment	\$825.00 + \$15 per grid > 20	NA
Annual BDA Operational Assessment	\$250	NA

ATTACHMENT D-Pricing Discounts

Pricing discounts for all Harris manufactured equipment will be at the current Public Safety discount level of 25% off list price as published on the Harris website. All list pricing will reference the most current pricing available from Harris Corporation.

All other vendor items will be priced to the County at either current published "Public Safety or Government" discount levels or at a minimum of **5%** discount from the manufacturer's published list price, whichever provides the better discount level to the Customer.

Discounts on all other manufactured equipment, custom equipment, and software not having published pricing or discount levels will be quoted at the time of request. All prices will be at best pricing offered to Public Safety agencies by Contractor in the State of Florida.

ATTACHMENT E-Per Unit Maintenance and Certification Pricing

Demand Service Rates–Radar Terminal

DESCRIPTION	PRICE
Radar Recertification (per certification)	\$34.50
Laser Recertification (per certification)	\$52.50
Tint Meter Recertification (per certification)	\$15.00

Demand Service Rates–User Terminal Programming

DESCRIPTION	PRICE
Portable Radio	\$32.50
Front Mount Mobile Radio	\$32.50
Remote Mount Mobile Radio	\$32.50
Dual Control Mobile Radio	\$55.00
RF Control Station	\$60.00
Remote control (for RF control station/base station)	\$85.00

ATTACHMENT F-System Failure Escalation Procedure

1. Upon notification of a system failure the on-call technician will immediately (within 15 minutes) contact the customer-designated location to ascertain the nature of the failure and its location. The technician will then promptly address the problem to isolate the cause and/or repair as necessary. A maximum response time of TWO HOURS is allotted for the on-call technician to arrive to the trouble location from the time the problem is reported to the Contractor call center by the Customer.
2. Should the technician be unable to locate the failure cause or repair the problem within ONE HOUR after arriving at the site of the failure or callout, the Contractor RF system engineer assigned to Brevard County will be notified. If the RF engineer is unable to respond or the problem is of unusual complexity, the technician will notify the Contractor Regional Manager assigned to Brevard County.
3. The Contractor Regional Manager will then assess the situation along with the repair diagnosis and the progress in implementation of the repair. If the resolution is not forecast - within an hour, the Contractor Regional Manager may request assistance from other Contractor offices and personnel to expedite the repair. The Contractor Regional Manager will also, at this point, contact the Brevard County Emergency Management radio system contact to inform of the situation and the repair status.
4. Should a repair be of such scope and complexity as to exceed eight (8) hours in duration, the Contractor Regional Manager will contact the Contractor Vice President of Services to advise of the situation and to request such assistance as may be required. The Contractor Regional Manager will also, at this point, contact the Brevard County Emergency Management radio system contact to inform of the situation and the repair status.

ATTACHMENT G-Specialized Service

As needed by the County, the County may issue a RFP or solicitation for bid Specialized Services. Alternatively, the County may submit a request for a price proposal for Specialized Service in writing to the Contractor. Contractor shall perform the Specialized Services as agreed to in writing by the Parties. These services shall be paid for as Special Order. Contractor shall not begin work on Specialized Services until receipt of a written notice by the County to begin work. The procedure for authorization of Specialized Services by the Director of Brevard County Emergency Management Office is as follows:

1. The County submits a request for a price proposal with a description of the Specialized Service to be performed. Contractor provides written price proposal with scope of work to be performed and schedule for completing the work, specifying all Sole Source Services and/or Products.
2. The County identifies the percentage of Sole Source Services and/or Products out of the total project cost and evaluates the proposal within the Specialized Services categorization. Services and/or Products outside of the Sole Source definition and for \$15,000.00 or above in value, should be obtained by the County, via Bid/Proposal/Competitive Negotiated Agreement and reviewed and approved by the County.
3. Following agreement on scope, sub-contractors, schedule and fees, the County approves authorization to proceed by way of a written SRO.
4. The Contractor shall provide a project team to manage and oversee the implementation of the enhancement, providing a project manager who will serve as the primary point of contact for the County and who will be responsible for developing the project plan, outlining major milestones, work tasks and schedules. In addition, the project manager will oversee Contractor staff and approved sub-contractors assigned with responsibilities for various aspects of development and implementation plan.

PUBLIC SAFETY RADIO DIGITAL RECORDER

THIS CONTRACT by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and **Replay Systems, Inc.**, a business having its primary business location at **6555 NW 9th Ave., Suite 105, Fort Lauderdale, FL 33309**, (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the County issued a Request for Proposal (RFP) entitled "E-911/Radio Logging Recorder System # P-5-18-16" and originally dated November 15, 2018, (collectively, the "RFP"), requesting proposals to provide County with a system and services as set forth in the RFP;

WHEREAS, the County has selected Contractor's Proposal and now desires to enter into an agreement with Contractor to provide County with the system and services set forth in Contractor's Proposal; and

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

WHEREAS, the Parties wish to establish terms, conditions and pricing under which the particular Products and Services will be purchased by the County; and

WHEREAS, the Parties hereby desire to enter into this Contract to set forth, in writing, their respective rights, duties and obligations hereunder.

NOW THEREFORE, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged and confessed, the Parties hereby agree as follows:

SECTION 1: DEFINITIONS

- A. "Parties" shall mean, collectively, the Contractor and the County.
- B. "Products" shall mean the equipment, accessories and miscellaneous items the Contractor offers for sale to Brevard County at negotiated pricing as stated within this Contract.
- C. "Services" shall mean those services to be provided by the Contractor to the County pursuant to this Contract including, but not limited to, maintenance, technical support, installations, training, labor, and testing.
- D. "Software" means those Product(s) or portions thereof consisting of computer software programs, software utilities, and source code or object code.
- E. "Demand Services" are defined as service requests that are not included in the fixed fee arrangement in this Contract.

F. "Working Hours" are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays unless otherwise defined within this Contract.

G. "Emergency Services" shall mean services performed outside of Working Hours that are available from the Contractor twenty-four hours daily, seven days per week, including Federal and State holidays.

SECTION 2: ATTACHMENTS

The attachments listed below are incorporated into and made part of this Contract.

ATTACHMENT A-1-Scope of Work and Service (8 pages)

ATTACHMENT A-2-Acceptance Test Plan (2 pages)

ATTACHMENT B-Software License Agreement (5 pages)

ATTACHMENT C-1-Equipment/Software Pricing and Payments (2 pages)

ATTACHMENT C-2-Per Equipment Maintenance Pricing (2 pages)

ATTACHMENT D-Harris Corporation Compliance Certificate (1 page)

ATTACHMENT E-System Failure Escalation Procedure (1 page)

ATTACHMENT F-Demand Services (1 page)

ATTACHMENT G-Insurance(s) (3 pages)

SECTION 3: SCOPE OF THE CONTRACT

The Contractor shall be prepared to furnish all labor, materials, equipment, machinery, tools, apparatus and transportation to perform all work and services specified in the Scope of Services, Attachment A-1, attached hereto and made a part hereof by this reference.

The parties expressly agree that any state or local government agency may, at the agency's option, utilize this Contract to obtain service, maintenance, and parts for the agency's equipment used in connection with its two-way radio communications under the same terms and conditions as the County. This Contract may also be utilized by any Federal government agency to obtain service, maintenance, and parts, at the agency's option, operating on the Brevard County radio communication system under a valid user agreement with the County with respect to any equipment that is included on the equipment list provided to the Contractor (see Attachment C-2).

Brevard infrastructure system operation takes precedence over individual agency needs within Brevard County. The Contractor shall be responsible for making available sufficient staffing to timely perform both the obligations under this Contract.

SECTION 4: TERM

The term of the Contract shall begin November 1, 2019 (Effective Date) and terminate on October 31, 2022. The County shall have the option to renew this agreement, by giving thirty (30) days prior written intention to contractor, for up to three (3) additional three (3) year terms, upon the same terms and prices as set in the RFP. The term of the Software license is set forth in the Software License Agreement, Attachment B.

SECTION 5: PAYMENTS

County shall pay the Contractor for (Work or Services) provided under this Contract as provided in Attachment A-1, C-1, and C-2 to this Contract and made a part of this Contract 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 time frames for payment under the Florida Prompt Payment Act shall not begin to run until the service and parts provided are accepted by the County.

Payment terms for yearly recurring Maintenance Services, as outlined in Attachment C-2 are in advance. Contractor may invoice the County for products delivered or services performed during the County fiscal year (October 1 to September 30). The invoice shall contain the purchase order number and description of services including quantity, if any, no later than October 15th. Invoices received after October 15th for products delivered or services completed prior to September 30th will be considered invalid and not payable by the County.

The prices included in the years seven (7) through nine (9) for equipment, installation, licenses, and training are a not-to-exceed costs associated to futures upgrades that will be deemed necessary by the County, during the previous term (years four (4) to six (6)) of the contract. The County reserves the right to upgrade the system/equipment, at any time during the duration of this contract.

No extra charges of any kind will be allowed unless specifically agreed to in writing by authorized representatives of both parties.

The pricing under this Contract may be adjusted each year based on the US Consumer Price Index (CPI) found at the US Bureau of Labor Statistics web site, under the "South Urban" region of the United States map. The number used for adjustment will be the index number for "Feb" under the current year. This percent number is a twelve-month percent change for the "South Urban" over the last twelve months as reflected in February.

SECTION 6: DELIVERY, TITLE AND RISK LOSS

Contractor shall ship the Hardware to County at Contractor's expense on or before the dates set forth in the Installation Schedule, unless otherwise provided for in Attachment A-1. Partial deliveries shall be permitted. Upon delivery to the carrier, title to each portion of the Hardware and all risk of loss or damage shall pass to County; provided, however, that Contractor shall remain responsible until Acceptance of the System for loss or damage resulting from the willful misconduct or negligent acts or omissions of Contractor, its employees, agents, and subcontractors. County shall keep the Hardware fully insured for the total amount of all monies then due, or yet to become due, to Contractor with respect to this Agreement.

SECTION 7: TESTING AND ACCEPTANCE

Contractor shall notify County that the System is ready for Acceptance Tests at least ten (10) days before commencement of the Acceptance Tests. County and Contractor shall jointly commence the Acceptance Tests on the date specified in Contractor's notice (or other mutually agreeable date) and a representative of Contractor and a representative of County shall sign off

on the form provided as part of the test procedure whether each item of the test was passed or failed. If the System does not fulfill the requirements of the Acceptance Tests, Contractor shall correct the defects at no additional cost to County as soon as practicable. Upon correction of the defects the Acceptance Tests for the applicable part of the System shall be repeated in accordance with the procedures set forth in this Section. Successful completion of the Acceptance Test is the sole criterion for technical system acceptance and the initiation of the warranty period. Final system acceptance shall occur when the Hardware and Software for the System, Documentation Deliverables and Services have been furnished, delivered, installed and tested. The Contractor and County personnel will work together to ensure a System-wide Final Acceptance within thirty (30) days after the final acceptance of the last individual site.

SECTION 8: MISCELLANEOUS

A. In addition to the Services specified in this Contract, the County may order other work to be provided by the Contractor including specially designed work or services otherwise not in conformity with this Contract, and listed as Demand Services as shown in Attachment F. Within ten (10) business days of receipt of a Special Requirements Order, the Contractor will furnish the County with a proposal to fill such Order including price and delivery time. The County may accept or reject any such proposal within ten (10) business days of receipt; any proposal not specifically accepted will be deemed rejected on the eleventh business day after receipt.

B. Demand Services, including the installation, removal, or reinstallation of equipment, shall be performed by the Contractor, following reasonable notice to the County, and at the hourly rates listed in Attachment F to this Contract. Service work made necessary because of abuse or neglect (which is not under the control of the Contractor) will be performed at the hourly rate for Demand Services, plus parts. Items abused or misused by the County will be repaired and/or replaced under the Demand Services pricing structure of this Contract.

C. Purchase orders issued in compliance with this Contract, other than Special Requirements Orders, shall be deemed accepted upon receipt by the Contractor. Special Requirements Orders shall be deemed accepted by the Contractor upon receipt of the County's acceptance of the Contractor's proposal.

D. Unless otherwise specifically agreed to in writing between the Contractor and the County, the terms and conditions of this Contract shall take precedence over any accepted purchase order issued after the date of this Contract, in conformance with Article 19 of this Contract.

E. The County agrees to notify the Contractor immediately if, at any time, it appears the Services and requirements set forth in this Contract are not being provided by the Contractor to the County's satisfaction. The notification shall be in writing setting forth the nature of the work and/or the equipment which does not meet the County's requirements.

F. The Contractor shall maintain a minimum inventory of replacement equipment and parts available immediately in Brevard County to service the Equipment/System covered under this Contract. A copy of this inventory will be made available to the County by the Contractor upon request. The Contractor shall ensure that all other parts, etc. not maintained

on the minimum inventory list shall be available within a three (3) business day time frame from the time of the service call.

G. Contract management meetings shall be held between the Contractor and the County to discuss the performance of the Contractor under the Contract, to discuss any special considerations that from time to time may arise regarding execution of the Contract, and to discuss issues pertinent to other users or municipal agencies with the Contract. Meetings shall be held quarterly as scheduled by the County; however, the Contractor agrees to meet monthly if so scheduled by the County.

H. Before any piece of equipment can be added to this Contract, the County Radio System administration has the right of final determination of acceptance or rejection of that additional equipment based on good radio communications practices and procedures. The Contractor shall evaluate the equipment prior to its use or installation and bill either the User Agency or the County, depending on who is making the request, for time and materials for any required corrective actions at the demand services rate as specified in Attachment F of this Contract.

SECTION 9: RESPONSE TIME

Response time is defined in Attachment A-1 of this Contract. The Contractor agrees that a technician will respond to a reported failure within the specified response time after a verifiable notification by the County. Escalation contact procedures included as Attachment E.

SECTION 10: SOFTWARE LICENSE

Subject to the terms and conditions of the Software License Agreement attached hereto as Attachment B, County is granted a license to use the Software only in conjunction with the Equipment/System purchased under this Agreement. "Software" means the "Licensed Programs" as defined in the Software License Agreement.

SECTION 11: WARRANTIES

A. The Contractor warrants that all services, hardware, and installation services performed hereunder shall be free from defects in materials and workmanship and shall be the kind and quality necessary to assure performance of the equipment as intended and in accordance with the terms of this Contract.

B. The Contractor shall warrant all parts and materials per the manufacturer's warranty. The warranty period begins when the applicable agency under this Contract takes receipt of equipment.

C. Replacement of any parts, equipment and/or materials which are under warranty shall be performed without cost to the County for the parts, equipment, and/or materials, labor, or any shipping expense should the equipment be returned to the Original Equipment Manufacturer (OEM) vendor's facility for service.

D. If equipment is out of service in excess of 30 days for warranty repair, the warranty period may be extended for the number of days the equipment is in the possession of the Contractor's or NICE.

SECTION 12: 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 Contract, 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. Under no circumstances shall the Contractor be responsible for the loss of data.

SECTION 13: MODIFICATIONS TO CONTRACT

This Contract, together with any exhibits, attachments, task assignments and schedules constitute the entire agreement between the County and the Contractor and supersedes all prior written or oral understandings. This Contract and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

Should laws change requiring additional Services or significant changes in cost, the Contractor and the County will negotiate an equitable price increase. The reverse will hold true should laws change requiring fewer Services or reductions in cost, in which case the Contractor and the County will negotiate an equitable price reduction.

SECTION 14: INSURANCE

The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

1. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with a \$ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.
2. **Automobile Liability Insurance:** Automobile Liability Insurance coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) on hired and non-owned vehicles and a minimum of One Hundred Thousand Dollars (\$100,000) on scheduled vehicles.
3. **Workers' Compensation and Employers Liability Insurance:** Full and complete Workers' Compensation Coverage for all employees of the contractor and subcontractors, as required by State of Florida law, shall be provided.
4. **Professional Liability Insurance:** In the amount of \$ 1,000,000 per claim.
5. **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. The General Liability and Automobile Liability Policies shall provide that Brevard County Board of County Commissioners 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.

6. **Cyber Crime Insurance:** Cyber Crime Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per claim.

SECTION 15: ATTORNEY'S FEES

In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

Any action brought to enforce the terms or litigate the terms of this Contract shall be brought in the venue of Brevard County, Florida. Any Federal action may only be initiated in the Middle District Court, Orlando Division. Any action, whether brought in State or Federal Court shall be non-jury.

SECTION 16: COMPLIANCE WITH STATUTES

It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws, ordinances, codes, rules and regulations that may affect the work. The Contractor's ignorance of any law, rule, etc., will not relieve the Contractor from responsibility.

SECTION 17: ASSIGNMENTS

Contractor shall not assign any portion of this Contract without the written permission of the County.

SECTION 18: TERMINATION

If either party fails or refuses to perform any of the provisions of this Contract or otherwise fails to timely satisfy the contract provisions (with the exception of the County's obligation to make payments), either may notify the other party in writing of the nonperformance. The non-compliant party shall have three (3) working days to come into compliance with the Contract. If the non-compliant party fails to come into compliance or resolve the issue, the other party may issue a written notice of termination of the Contract to the non-compliant party, which shall be effective thirty (30) days from the date that the Notice of Termination was received. 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, on a pro rata basis, completed prior to the effective date of termination.

With regard to any failure of the County to make payments for undisputed work or delivered products and equipment under this Contract, the Contractor shall first notify the County in writing that the Contractor has not received any payment due by the County to the Contractor. The County shall have 30 days within which to remedy any confirmed delinquency in payment.

Under any circumstance of early termination, the Contractor shall reimburse the County for any payments made to the Contractor in advance for work not performed by the Contractor as of the effective date of the termination. Such payments shall be paid to the County within 15 days from the effective date of the early termination.

SECTION 19: TERMINATION FOR CONVENIENCE

The County retains the right to terminate the Contract, in part or in its entirety without cause, upon ninety (90) days prior written notice to the Contractor. In such event, the Contractor shall be paid for services performed through the date of termination on a pro rata basis.

SECTION 20: INDEPENDENT CONTRACTOR

The Contractor shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract 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.

SECTION 21: RIGHT TO AUDIT RECORDS/PUBLIC RECORDS

The County and its auditors shall be entitled to audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Contract. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Contract unless a shorter period is otherwise authorized in writing.

Both parties understand that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes and all other applicable. If records provided by the Contractor do not fall under a specific exemption under Florida or federal law, the records provided by the Contractor to the County must be provided to anyone making a public records request. It will be the Contractor's duty to identify the information which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt.

Should any person or entity make a public records request of the County which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt under the Public Records Law or otherwise confidential, it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), or notification by the County to the Contractor of the records request, of the specific exemption or confidentiality provision to allow the County to comply with the requirements of Florida Statute 119.07(1)(e) and (f). Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, the Contractor shall hire and compensate attorney(s) who shall represent the interests of the County as well as the Contractor in defending such

action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to Fla. Stat. 119.12.

SECTION 22: SECTION 508 ACCESSIBLE DOCUMENTS

The Contractor agrees that all documents that are part, required, or a direct result of this CONTRACT shall follow Section 508 of the United States Rehabilitation Act. Complex maps, blueprints, plats, and construction/building plans are exempt.

SECTION 23: UNAUTHORIZED ALIEN WORKERS AND E-VERIFY

Brevard County will not intentionally award publicly-funded contracts 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 Contract.

Employment Eligibility Verification (E-Verify):

The CONTRACTOR:

(1) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and

(2) Shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and

(3) Agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of the CONTRACTOR'S enrollment in the program. This includes maintaining a copy of proof of the CONTRACTOR'S and subcontractors' enrollment in the E-Verify Program.

Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.

A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.

Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Contractor shall execute a Confirmation of E-Verify Form which shall be incorporated herein and referred to as Attachment "B".

SECTION 24: FEDERAL TAX ID NUMBER

The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

SECTION 25: 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 contract without written consent from the County.

SECTION 26: 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 to provide any goods or services to a public entity, may not submit a bid on a contract 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 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.

SECTION 27: OBLIGATIONS

The County's obligations set forth in this Contract shall be performed by County in a timely and proper fashion to allow Contractor to timely perform its obligations under this Contract.

- a) County shall provide ready access to the sites owned, leased or otherwise controlled by County, as per the Contractor's request.
- b) County shall designate a Project Manager to act as County's primary interface with the Contractor.

During the term of this Contract, the Contractor shall furnish all the Services specified in this Contract. Contractor understands and agrees that this is a requirement and that the County has no responsibility or obligation to the Contractor to assist in providing the required services.

SECTION 28: EXCUSABLE DELAYS

In the event of any delay or failure excused by this Section, Contractor shall as soon as practical notify County and shall at the same time, or at the earliest practical date after such notice, specify the revised delivery and performance dates. In the event of such delay, the time of delivery or of performance shall be extended for a reasonable time period to compensate for the time lost by Contractor by reason of the delay. Contractor shall not be liable for delays in delivery or failure to perform due directly or indirectly to:

- a) Causes beyond Contractor's reasonable control,

b) Acts of God, acts (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics,

c) Contractor's inability to timely obtain necessary materials, items, components or services from suppliers who are affected by the foregoing circumstances or

d) The failure of the County to perform its obligations hereunder in a timely manner. The foregoing shall apply even though any of such causes exists at the time of signature of the Contract by Contractor or occurs after delays in Contractor's performance of its obligations due to other reasons.

SECTION 29: PUBLIC RECORDS – EXEMPTIONS AND HOMELAND SECURITY

If Contractor receives any request for any records maintained or created pursuant to this Contract, before the Contractor (meaning any of its officers, agents, employees or subcontractors) provides records to anyone other than designated representatives of the County, it shall inform the designated representative of the County of the request for records by faxing or emailing the representative a copy of the request or a written description of the request. The Contractor shall not release any records until it receives the approval from the County's designated representative. All records must be reviewed for compliance with the Florida Public Records Act and the federal Homeland Security Act.

If the Contractor fails to comply with this paragraph on records, it shall reimburse the County for any attorney's fees and costs it incurs to retrieve such records, for any damages the County sustains as a result of the release of the records, and for the replacement of any equipment, software, etc. necessary to maintain the security of the County's two-way radio system.

SECTION 30: ORDER OF PRECEDENCE

Any inconsistency between this Contract, Purchase Order Releases, the specifications and other documents will be resolved by giving precedence to those documents in the following order, with the document to be given greatest precedence listed first:

1. Purchase Orders with non-standard terms and conditions accompanied by a mutually approved Statement of Work.
2. This Contract and Attachments.
3. Purchase Orders with standard terms and conditions.

SECTION 31: CONSTRUCTION OF CONTRACT

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

SECTION 32: NOTICE

Notice under this Contract shall be given by certified mail or hand delivery as follows:

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

To the Contractor:

ATTN: _____
E-mail: _____

With copy to:

ATTN: _____
E-mail: _____

[THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE TO BE ADDED AFTER EXECUTION]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

THE COUNTY

Brevard County Board of County Commissioners.
A Political subdivision of the State of Florida.



County Manager or Designee

Matthew Wallace
Print Name

7 Nov 19
Date

ATTEST/AUTHENTICATED:



Brevard County Clerk

APPROVED AS TO FORM:



County Attorney's Office

CONTRACTOR



Contractor's Representative

Ryan Hurley
Print Name

Vice President
Contractor's Representative Title



Contractor's Witness

11/1/19
Date

ATTACHMENT A-1: SCOPE OF WORK AND SERVICE

1. INTRODUCTION/PURPOSE

The purpose of this Scope of Work/Service is to set forth the requirements for the design, provision, and maintenance of a turnkey solution for a Digital Voice Logging System to support the 800 MHz Public Safety Radio System, transitioning from the current system to a new digital technology solution. The proposed solution must be capable of playing and searching call records and data for both legacy VPI recording servers and proposed solution through a single user interface. It is expected that this system will provide the resilience and redundancy required for the Brevard County Public Safety Radio System for the next 12 years

2. BACKGROUND

The current voice logging platform installed in Brevard County is a VoicePrint (VPI) Empower911 solution. At each PSAP, a VPI server records analog E911 positions, analog administrative channels, and radio talk-groups and/or selected/unselected audio from the radio consoles. End-users perform search and replay functions via the web-based VPI software. The VPI software application also provides the capability for end-users to run detailed reports, perform quality reviews on dispatchers/call-takers, live monitor employees, reconstruct incidents, instant record/playback, and redact, flag and annotate audio files.

The Emergency Management/E9-1-1 Administration division maintains the digital voice logging system utilized by all the eleven county and municipal Public Safety Answering Points (PSAPs). The current solution shall remain fully functional during the implementation of the new solution. Brevard County requires continuity of the existing quality of service (QoS) and system functionality required by the E9-1-1 and 800 MHz Public Safety Radio System by and throughout the installation and implementation of the new solution.

3. DEFINITIONS

Firm Fixed Price: A price that is all-inclusive of direct cost and indirect costs, including, but not limited to travel, overhead, fee or profit, clerical support, managerial (administrative) support, all documents, reports, forms, reproduction and any other costs. No additional fees or costs shall be paid by the County unless there is a change in the scope of work.

4. GENERAL REQUIREMENTS

- The Contractor shall use Brevard County existing locations to the greatest extent possible.
- Brevard County does not provide storage space; all equipment shall be delivered and transported to the locations as needed.
- The Contractor must present a Customer Design Review (CDR) to Brevard County within 45 days of the Contract being fully executed by both parties. This CDR shall

cover the finalized scope of work and all aspects of the project for review by the County before a notice to proceed will be issued.

- Installation of all electrical equipment and associated wiring shall comply with the latest edition of the National Electrical Code.
- The Contractor is responsible for procuring and installing all outside conduits including excavating, trenching and back filling. Brevard County must approve all pathways for conduit both inside and outside of the building prior to installation.
- Construction for incoming cables or fiber to the County buildings or shelters shall be installed within Contractor supplied conduit.
- Aerial entries to sites or buildings shall be avoided.
- Exterior wall penetrations must be waterproof and secure. Internal wall penetrations must meet all fire stopping and fire code requirements.
- All metallic cables entering buildings or shelters must have surge suppression and be grounded to the shelters common grounding system.
- All work shall be planned, coordinated and conducted with no unplanned disruption of service to the existing County systems. The Contractor shall be responsible for the costs of any system recovery costs associated with an unplanned system outage.
- The Contractor must provide a technical support service that is available 24 hours per day, 7 days a week, and 365 days per year.
- The Contractor shall have a local service provider capable of responding on site to an emergency call for service within 1 hour. 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.
- 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.
- The local service provider must be certified on the equipment and have a minimum of two years' experience maintaining similar systems of the same brand of equipment.
- The Contractor shall ensure that all personnel, who will be working at County's facilities, pass the background check. All associated costs with the background checks shall be the responsibility of the Contractor.

5. SCOPE

During the term of this Contract, the Contractor agrees to provide the County with;

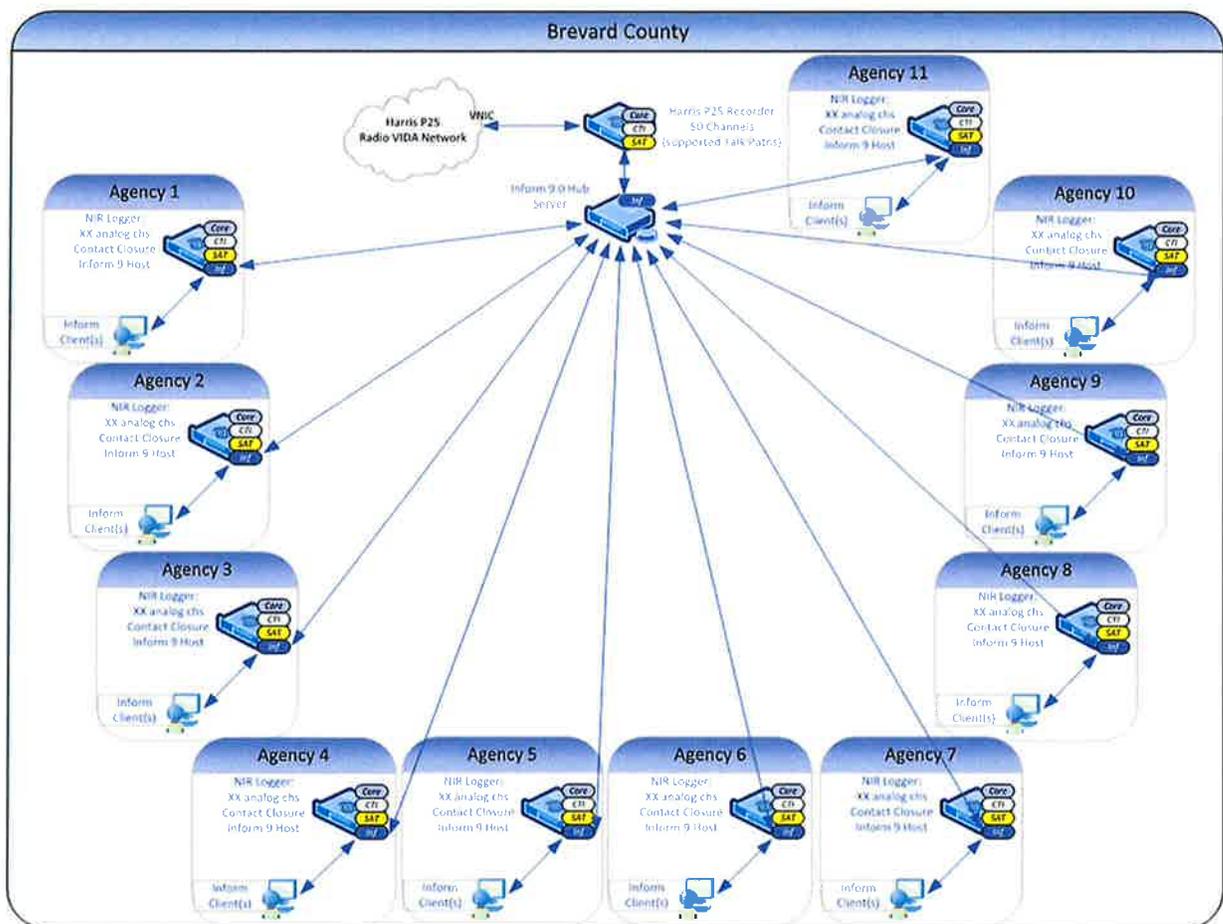
- The implementation of a redundant recording solution for the Brevard County Harris Project 25 (P25) radio core system and all the services as set forth as set forth herein.
- The above services at the service rates set forth in Attachment C-1 and C-2.
- Repair, maintenance services and parts to maintain the County P25 Recorder as set forth herein.
- Adhere to the best practices of cybersecurity.

All equipment provided must be able to be integrated to the current E9-1-1 System, PSAPs, and the 800 MHz Radio System

5.1. Radio Communication System Interface

Replay Systems will install NICE Inform Professional V9 software and hardware solutions for all Brevard County local PSAPs and a Centralized County IP Radio System at the EOC location to capture audio from the Harris P25 radio system. All PSAPs will utilize NICE's Matrix software solution to remotely access Harris P25 radio talk groups via the on-premise NICE Inform solution at their PSAP location.

The NICE Inform Professional software includes Incident Reconstruction, Instant Playback, Live Monitoring, QA/Reporting, and Redaction.



5.2. System Alarms and Reports

5.3. Software and Licenses

The following licenses and software are included in the project:

- (120) NICE Inform Professional V9 recording
- (120) QA & Reporting
- (48) Harris P25 recording software interface, with encryption support

- Resilient recording licenses included
- (160) Matrix licenses for PSAPs to playback P25 radio talk group channels

5.4. Installation and Implementation Responsibilities

Table 1: PROJECT PREPARATION PHASE

Responsible Party	Action Item
Replay	Statement of Work
Replay/Brevard	Kickoff Call
Replay/PSAP	Pre-installation conference call
Replay/PSAP	Schedule installation

Table 2: INSTALLATION AND TRAINING PHASE

Responsible Party	Action Item
Replay	Rack Servers in designated area by the 800 MHz Project Manager
Replay/800 MHz	Connect Server to the Radio Network
Replay	Configure NICE Inform software
Replay/800 MHz	Set-up recording channel profiles and user group profiles
Replay	Test all recording channels, user connectivity, and all other software applications
Replay	User and Admin Training

5.5. Training

Replay Systems will perform on-site installation and training for all local PSAP sites plus the EOC site for the Harris P25 logging recorder.

6. INSTRUCTIONS/SERVICE MANUALS

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

7. MATERIAL AND WORKMANSHIP

All replacement 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.

It is agreed that this specification document in its entirety is included in and made a part of this Contract.

8. PROJECT MANAGEMENT

Contractor shall provide a Project Management Plan (PMP) which includes a detailed Work Breakdown Structure (WBS), project scope, deliverables, and project schedules to completion, QA/QC processes, and cutover plan.

The project management plan (PMP) shall describe how the Contractor intends to monitor and control the installation, deployment and cutover of the proposed system.

Project status meetings shall be established between the County team and the Contractors' PM on monthly basis.

The Contractor will develop and maintain a project schedule including tasks, milestones, start and end dates, task prerequisites, and task owners based on the approved WBS. The project schedule shall be updated with actual dates as tasks are completed.

The schedule shall address the following:

- Detailed design review
- Equipment delivery
- Site surveys
- Final system design
- System installation
- System cutover
- System documentation and delivery
- System optimization
- System acceptance testing
- System training

The Contractors' PM shall maintain a punch list in real time that is available to the County.

9. DOCUMENTATION REQUIREMENTS

Contractor shall supply at acceptance a complete set of as built documents detailing the installed network and equipment to include:

- Training and operation manuals for all equipment provided.
- Block and level diagrams of the network.
- Cabling and termination demarcations, as applicable.
- Plan and elevation drawings of all mounted equipment.

- Successfully completed, signed and dated acceptance test plans.
- Hardware and software configuration settings.

10. NETWORK CUTOVER REQUIREMENTS

The Contractor shall work together with the Brevard County's existing logging system provider to handle the migration to the new solution without downtime. Cutovers should be coordinated during non-peak E9-1-1 hours. The cost of network cutovers shall be the responsibility of the Contractor.

11. ACCEPTANCE TESTING REQUIREMENTS

Brevard County will work with the Contractor to develop a final Acceptance Test Plan (ATP) that is acceptable by both the Contractor and Brevard County, based on the submitted preliminary sample (Attachment A-2).

The Contractor will execute the ATP with Brevard County personnel in attendance. Any testing completed without a Brevard County Emergency Management representative present will not be accepted.

12. SYSTEM ACCEPTANCE

The County shall deem the system ready for final acceptance following successful completion and approval of the following:

- System installation completed.
- Final Inspection and punch list resolution.
- System training completed.
- As Built documentation detailing the installed system, hardware and software configuration settings, and block and level diagrams of the system.
- Training and operation manuals for all equipment provided.
- Cabling and terminations demarcations and labeling designations, as applicable.
- Plan and elevation drawings of any mounted equipment.
- Successfully completed, signed and dated acceptance test plans; including compliance certificates (Attachment D).

13. TOTAL COST OF OPERATION

All costs associated with operation, leases, preventative maintenance, software updates, hardware replacement, permits, licenses, certifications, and equipment spares are covered under the pricing as set forth in Attachment C-1 and C-2. Prices are all-inclusive of direct and indirect costs, including, but not limited to travel, overhead, fee or profit, clerical support, managerial (administrative) support, all documents, reports, forms, reproduction and any other costs. No additional fees or costs shall be paid by the County unless there is a change in the scope of work.

Brevard County is not responsible for any additional charges related to calls for services or outages during the 12-year operations period without the prior written authorization of Brevard County.

Brevard County is not responsible for any additional charges related to installation delays.

Brevard County is not responsible for any additional charges or change orders during the implementation and builds out unless the Contractor can show compelling reasons why that the cost was omitted from the Contract and why Brevard County should bear the cost of the omission.

The prices included in the years seven (7) through nine (9) for equipment, installation, licenses, and training are associated to futures upgrades that will be deemed necessary by the County, during the previous term (years four (4) to six (6)) of the contract. Those prices are a not-to-exceed costs and have been included in here to represent the worst-case scenario for budgetary reasons.

14. WARRANTY

Warranty period is one (1) year starting on the day of the system acceptance.

15. MAINTENANCE SERVICE

15.1. Condition of Service and Personnel

Contractor shall supply all supervision, labor, service facilities, repair parts, test equipment, and supplies necessary to meet the service requirements stated herein.

Contractor shall provide a list of employees (and any subcontractors) who will perform the work on the County system and equipment and for any entities which choose to utilize this Contract to have service performed on their respective two-way radio system(s). The list shall include as follows: the name of each individual; what equipment each individual will work on; and the degrees, certifications and licenses each individual holds. This list shall be updated any time an individual is added or removed from the list. In any event the list shall be updated monthly to advise the County of any certifications or licenses renewed, added or lost by any given individual.

For each individual the Contractor intends to authorize to work on the County's equipment under this Contract, Contractor shall provide the County with his/her background check, including a criminal history check. Contractor shall be responsible for the cost of such background checks.

The County reserves the right to refuse to allow any given Contractor's employee or subcontractor to perform the work contracted for under this Contract based on the background check. Should the County ever exercise this refusal, Contractor shall be responsible for submitting alternate personnel acceptable to the County with the necessary qualifications and prior background check approval to perform the work.

15.2. Equipment Maintenance

All work on fixed equipment shall be performed at the location of the equipment.

Emergency service shall be provided twenty-four (24) hours per day, seven days per week.

Technical personnel must respond within one (1) hour of the request for emergency service and be at the location, if needed, within two (2) hours. This service is included in the yearly maintenance rate. No fixed equipment shall be out of service in excess of twenty- four (24) hours after notification of equipment failure.

Contractor will notify the County, either verbally or in writing if a repair on an item of fixed equipment will exceed ten (10) business days. If a repair on an item of fixed equipment will exceed thirty (30) business days, unless the repair involves factors outside of Contractor control, the monthly contract service charge for the particular item while out of service will be forfeited as penalty.

Contractor shall not be liable for costs incurred for repair and/or replacement of equipment that becomes inoperative due to documented gross negligence on the part of the user, liquid intrusion, lightning damage, user installations, user removals, and/or acts of God. Any component parts replaced because of abuse on the part of the user shall be returned to the County for examination. Contractor shall not be liable for costs incurred for correcting and/or repairing backbone damage and/or data corruption caused by improper operations or failure of associated systems. Associated systems are defined as any equipment used in the operations of the 800MHz Radio System that is not directly maintained by the Contractor.

15.3. Working Hours

Working hours are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays observed by the County. Work performed outside of working hours is defined as emergency service.

15.4. Emergency Services

Repair of public safety digital recorder system (Radio and E-911) shall be the Contractor's first priority in the event of a natural, human-caused, or technological disaster. Contractor 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 thirty (30) minutes after notification and be on site no later than one (1) hour after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc..).



Attachment A-2- Acceptance Test Plan

Objective

Verify the functionality of the voice recording system supplied by Replay Systems.

Participants

Testing and verification should be done by Replay Systems project manager and customer representative.

Scope of Testing:	Y/N	Date	Comment
Verify on the administrative workstation that it can export and save calls to local removable media	Yes/No		
Verify SMTP email alerts are set up	Yes/No		
Recommended Microsoft critical updates are installed on Recording Servers	Yes/No		
(Radio Recording) All talk groups and Console Radios are tested and verified for recording	Yes/No		
Verify UPS Backup Power Failover	Yes/No		
If equipped - Verify NAS Archive location and retention period meets customer requirements	Yes/No		
Verify archive is working properly	Yes/No		
Verify Databases were successfully backed up	Yes/No		
Verify that all the reports and redaction's tools are working properly	Yes/No		
Made customer aware of process of proactively checking for recordings, and alert Replay of any missing calls	Yes/No		



Testing Procedures

Place a radio test call at each of the workstations. (Note: Identify the workstation number in the test call for validation.)

Go to administrative workstation and playback all test calls and verify channel names.

Verify time on calls to validate time synchronization.

Go to each workstation that has playback applications, open the application, verify login, search for calls, and play selected calls.

Go to each workstation and test instant playback.

Go to administrative workstation and play calls, save calls to DVD, and export calls to email.

The signatures below acknowledge the NICE Inform Recording Server has passed the ATP and customer is accepting the system.

Replay Technician Signature

Date

Customer Representative Signature

Date

ATTACHMENT B: Software License Agreement

END-USER LICENSE AGREEMENT (“EULA”)

IMPORTANT - READ CAREFULLY BEFORE USING THIS SOFTWARE

BY USING THIS SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. FOR THE PURPOSE OF THIS EULA, “USING” SHALL INCLUDE, WITHOUT LIMITATION, OPERATING, COPYING, INSTALLING AND UTILIZING (EACH AS PERMITTED HEREUNDER) THE SOFTWARE IN OBJECT CODE FORM. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE SOFTWARE. NICE WILL NOT LICENSE THE SOFTWARE AND DOCUMENTATION TO YOU IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, YOU MUST IMMEDIATELY CEASE ANY USE OF THE SOFTWARE AND, WHERE APPLICABLE, RETURN THE SOFTWARE TO NICE (“NICE”).

1. Software License Terms

a. NICE grants to you a non-exclusive, non-transferable license to use this Software (in object code form only), together with the specifications and user documentation that accompany this Software (collectively “Software Documentation”), for the total number of licenses you have purchased from NICE or a NICE-authorized reseller. Such use shall be on the terms and subject to the conditions set forth herein. If you have purchased a NICE software-as-a-service offering (“SaaS Offering”), such license includes the right for you to access and use the Software as part of your license to use the SaaS Offering during the purchased subscription term.

b. No title or ownership of the Software or Software Documentation is transferred to you by way of this EULA. Ownership of the Software, Software Documentation, and all modifications, enhancements, improvements, adaptations, translations and derivative works thereof and any other intellectual property rights therein and thereto shall remain at all times with NICE and its licensors.

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g. Notwithstanding anything to the contrary contained herein, if you fail to pay the specified license fees for the Software or SaaS Offering when due or fail in any other material respect to comply with your obligations regarding the use and protection of the Software or SaaS Offering, and such failure to pay or to comply is not remedied within ten (10) days after you receive written notice thereof, license rights for the Software or SaaS Offering granted to you hereunder shall be terminated.

h. Upon the termination of the license for the Software or SaaS Offering by NICE pursuant to Section 1(g) above, you shall: (i) within thirty (30) days after the date of termination of the license, and at NICE's option, destroy or return to NICE all copies of the Software and Software Documentation and, if applicable, cease use of the SaaS Offering; and (ii) upon the destruction, or return of all copies of the Software and Software Documentation, certify to NICE in writing that you have either destroyed or returned to NICE all copies of the Software and Software Documentation.

2. Audit Rights

Upon NICE's written request, you shall furnish NICE with a certification signed by an officer of your company verifying that the NICE Software and/or SaaS Offering are being used pursuant to the terms of this EULA. In addition, upon prior written notice, NICE may audit your use of the NICE Software and/or SaaS Offering to ensure that you are in compliance with the terms of this EULA. Any such audit shall be conducted during regular business hours at your facilities and shall not unreasonably interfere with your business activities. You shall provide NICE access to the relevant records and facilities. If an audit reveals that you have underpaid fees to NICE, you will be invoiced for such underpaid fees based on NICE's price list in effect at the time the audit is completed. You shall promptly deliver to NICE any unpaid fee for any errors or omissions disclosed by such audit. NICE may also charge you an additional fee of twenty-five percent (25%) of the applicable unpaid fee disclosed by the audit to compensate for your over use of the

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NICE Software and/or SaaS Offering. If the underpaid fees exceed five percent (5%) of the license fees previously paid by you, then you shall also pay NICE's reasonable costs of conducting the audit.

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5. Exports

You shall not export the Software, Software Documentation, or information about the Software and Software Documentation other than in accordance and compliance with all applicable laws, regulations, orders, or other restrictions.

6. Governing Law

This EULA shall be governed, construed, and interpreted in accordance with the laws of the jurisdiction where the NICE entity that licensed the Software (or provided access to a SaaS Offering) to you is headquartered. Notwithstanding the foregoing, either party may seek interim or temporary injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property rights. Both Parties hereby exclude the application of

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the Uniform Computer Information Transactions Act (“UCITA”), the United Nations Convention on the International Sale of Goods (“CISG”), and any law of any jurisdiction that would apply UCITA or CISG or terms equivalent to UCITA or CISG to this EULA. To the extent not prohibited by applicable law that cannot be waived, the parties hereby waive, and covenant that they will not assert any right to trial by jury in any action arising in whole or in part under or in connection with this EULA.

7. General

a. You must obtain NICE’s written consent prior to: (i) moving the Software from one location to another or (ii) assigning this EULA or any licenses to the Software and/or SaaS Offering granted hereunder to any third party. You hereby acknowledges that as a condition to such consent NICE may require you or the proposed assignee, if applicable, to agree to update the Software to the then-current version, pay NICE’s then-current license fees and purchase a one year maintenance services at NICE’s then-current rate. In the case of an assignment or transfer to a third party, NICE may require the assignee to execute its then-current Software License. Except as otherwise specified in writing by NICE in its consent, orders submitted by any assignee will be in accordance with NICE’s then-current list price. Any attempted assignment, whether by operation of law, as a result of any change in control, or otherwise without complying with this Section shall be null and void.

NICE may assign its rights and obligations under this EULA to a NICE affiliate, or to any successor by way of merger, acquisition, or sale of all or substantially all of NICE’s assets; and (ii) NICE shall have the right to subcontract, in whole or in part, any of the services to be performed by NICE in connection with the Software or a SaaS Offering.

b. If NICE fails to insist that you perform any of your obligations under this EULA, or if NICE does not enforce its rights against you, or if NICE delays in doing so, that will not mean that NICE has waived its rights against you and will not mean that you do not have to comply with those obligations. If NICE does waive a default by you, NICE will only do so in writing, and that will not mean that NICE will automatically waive any later default by you.

c. Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

d. The Software may include third parties’ components, which are licensed to you pursuant to the applicable third party license agreements (the “Third Party EULA(s)"). **BY USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THE APPLICABLE THIRD PARTY EULAs, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEIR TERMS.**



Presentation Date: 05/16/2019
 Valid Until Date: 08/14/2019

Quote #: 002055
 Revision: 08/02/2019 02:27 PM

Prepare to:

Company: Brevard County PS Radio
 System Administration
 Contact: Lizzet Ruiz
 Install Rockledge Radio
 Address: Frequency Site
 1746 Cedar Street
 Rockledge, FL 32955
 Phone: 321-637-6670
 e-mail lizzet.ruiz@brevardfl.gov

Prepare by:

Company: Replay System
 Contact: Ryan Hurley
 Address: 6555 NW 9th Avenue
 Ste 105
 Fort Lauderdale, FL 33309
 Phone: (954) 821-6870
 e-mail ryan.hurley@replaysystems.com

NOTES: RADIO ONLY Brevard County NICE Professional. EOC Centralized P25 and Local PSAP loggers for analog 911 recording. Matrix Configuration for PSAPs to playback P25 recordings via local PSAP Inform Logger.

SOFTWARE: \$72,400.00

Quantity	Part Number	Description	List Price	Total Price
48	NPS-INF-PROF-1CH	(1) Primary Inform Professional Audio channel license, including Inform Professional applications site license, User Registration application, Record-on-Demand application, CTD, telephony CDR, CTI and ANI/ALI support.	\$650.00	\$31,200.00
48	NPS-INF-PROF-RES-PPC	(1) Resilient Inform Professional Audio Recording channel license, including Inform Professional applications site license, CTD, telephony CDR, CTI and ANI/ALI support).	\$200.00	\$9,600.00
48	NPS-INF-CH-P25	APCO P25 TR Channel Premium	\$200.00	\$9,600.00
1	NPS-INF-CORE-P25	APCO P25/OpenSky Trunked radio Core Integration	\$22,000.00	\$22,000.00



HARDWARE: \$46,208

Quantity	Part Number	Description	List Price	Total Price
2	NPS-INF-CORE-DTRL-ENC	NICE DTRL P25 Encryption Support	\$18,000.00	\$36,000.00
2	NPS-MYSQL-STD	MySQL Server license (Standard Edition)	\$264.00	\$528.00
2	NPS-SQL2016-64-CAL-SVR	MS SQL 2016 64 bits Server Client Access License	\$240.00	\$480.00
2	RPL-SVR-HPDL380-GEN10	HPE DL380 2U Gen10 8SFF, Intel Xeon-Silver-4110 2.1Ghz/8C, 16GB, 1TB SAS 7.2K SFF SC 512e DS HDD, Dual hot swap 500W power supplies, Windows Server 2016 * Above server can accommodate up to 2 full height, full length PCIe cards	\$4,600.00	\$9,200.00

Subtotal (including additional services):	\$118,608.00
Grand Total:	\$118,608.00

Terms:

Payment is due 50% with Order / 50% upon Completion

Note 1: Warranty begins upon delivery.

Note 2: SC sales are subjected to state sales tax. Tax amount will be added to final invoice.

Note 3: Projects placed on hold due to circumstances beyond Replay Systems' control will require payment in full.

ATTACHMENT C-2: Per Equipment Maintenance Pricing

Table 1: Equipment and Software Maintenance-First Three Years

First Three Years	Extended Price
Equipment Maintenance – Year one	Warranty
Software Maintenance – Year one	Warranty
Equipment Maintenance – Year two	\$8,317.44
Software Maintenance – Year two	\$13,032.00
Equipment Maintenance – Year three	\$8,317.44
Software Maintenance – Year three	\$13,032.00
24x7 Non-Emergency Service Response	Included
24x7 Emergency Service Response	Included
TOTAL PRICE	\$42,698.88

Table 2: Equipment and Software Maintenance-Years Four Through Six

Years Four Through Six	Extended Price
Equipment Maintenance – Year four	\$8,317.44
Software Maintenance – Year four	\$13,032.00
Equipment Maintenance – Year five	\$8,317.44
Software Maintenance – Year five	\$13,032.00
Equipment Maintenance – Year six	\$8,317.44
Software Maintenance – Year six	\$13,032.00
24x7 Non-Emergency Service Response	Included
24x7 Emergency Service Response	Included
TOTAL PRICE	\$64,048.32

During years seven (7) through nine (9), two options will be presented to the County based on the County's decision to upgrade the equipment/system, if necessary.

Table 3-Option-1: Equipment and Software Maintenance-Years Seven Through Nine without hardware upgrades

Years Seven Through Nine	Extended Price
Equipment Maintenance – Year seven	\$8,317.44
Software Maintenance – Year seven	\$13,032.00
Equipment Maintenance – Year eight	\$8,317.44
Software Maintenance – Year eight	\$13,032.00
Equipment Maintenance – Year nine	\$8,317.44
Software Maintenance – Year nine	\$13,032.00
24x7 Non-Emergency Service Response	Included
24x7 Emergency Service Response	Included
TOTAL PRICE	\$64,048.32

Table 4-Option-2: Equipment and Software Maintenance-Years Seven Through Nine with hardware updates.

Years Seven Through Nine	Extended Price
Equipment Maintenance – Year seven	Warranty
Software Maintenance – Year seven	\$13,032.00
Equipment Maintenance – Year eight	\$8,317.44
Software Maintenance – Year eight	\$13,032.00
Equipment Maintenance – Year nine	\$8,317.44
Software Maintenance – Year nine	\$13,032.00
24x7 Non-Emergency Service Response	Included
24x7 Emergency Service Response	Included
TOTAL PRICE	\$55,730.88

Table 5:Equipment and Software Maintenance - Years Ten Through Twelve

Years Ten Through Twelve	Extended Price
Equipment Maintenance – Year ten	\$8,317.44
Software Maintenance – Year ten	\$13,032.00
Equipment Maintenance – Year eleven	\$8,317.44
Software Maintenance – Year eleven	\$13,032.00
Equipment Maintenance – Year twelve	\$8,317.44
Software Maintenance – Year twelve	\$13,032.00
24x7 Non-Emergency Service Response	Included
24x7 Emergency Service Response	Included
TOTAL PRICE	\$64,048.32



L3HARRIS™

Paul May
Senior Manager, Product Management
L3Harris Communication Systems
221 Jefferson Ridge Parkway
Lynchburg, VA 24551

24 July 2019

Graham Vail
Technical Product Manager – Capture Platforms
NICE Public Safety
Tollbar Way, Hedge End, Southampton, UK SO30 2ZP

Dear Mr. Vail,

From May 6, 2019 to May 10, 2019 NICE Public Safety visited the Harris Corporation (now L3Harris Technologies, Inc.) Public Safety and Professional Communications lab in Lynchburg, VA to validate the interoperability of the NICE Inform logging recorder with the L3Harris P25 and OpenSky radio network logging recorder interfaces. During the week, interoperability tests were conducted between the NICE Inform Recorder Release 9.0.2, the NICE Inform Release 9.0.3, and the NICE DTRL Integration Release 4.2.0, and the L3Harris VIDA System Release SR10A.5 using the L3Harris VIDA logging recorder interface.

Specifically, logging recorder tests such as basic connectivity, provisioning, AES encryption keyloading, call recording, call playback, handling of search parameters and call recording under heavily loaded conditions, were conducted. In addition, interface tests to determine the proper handling of Over-The-Air-Rekeying (OTAR) were run. As demonstrated in our facilities, the NICE Inform product suite successfully passed the above tests. The logging recorder was able to record and playback both unencrypted and encrypted calls from the OpenSky and P25^{IP} trunked radio systems, and to accept and properly use new encryption keys when sent by the system.

The validation tests were run a laboratory environment and results may, of course, vary depending on actual field conditions.

Best regards,

Paul May



Attachment E - Systems Failure Escalation Procedure

Any service problems should be reported to 1-800-722-3472. During business hours, the Service Coordinator will contact the appropriate service personnel for the problem, and after hours our answering service will contact the on-call technician. If the on-call technician does not answer the call within 5 minutes, the automated system calls their cell phone. After 5 more minutes if the call is still not answered, the backup technician is contacted. If the call is still not answered after 5 minutes, the backup cell phone is called. If after contacting the on-call and back up technicians two times each the call is still not answered, the answering service has instructions to call the on-call technician's home phone number. If there is no answer, the backup technician is called at home and if still there is no answer, Tony Villanueva, South Regional Manager of Replay Systems, is called at his cell number and text alert and then home number. If he is not available, a call will be placed to Keith Davis, North Regional Manager. If he is not available, and there is still no reply from either the Back-up or Replay Regional Managers then Scott Hurley is called on his cell phone.

We do, however, respectfully request that all cell numbers and home numbers are given to only personnel who would need to use these numbers.

If there is not a satisfactory solution to your problem you can contact:

Tony Villanueva, South Regional Service Manager
Office: 954-267-9199
Cell: 954-325-0993
Home: 954-623-7554
Email: Tony.Villanueva@replaysystems.com

Keith Davis, South Regional Service
Office: 800-722-3472
Cell: 803-260-5210
Home Phone: 803-713-9520
Email: Keith.Davis@replaysystems.com

Scott Hurley, President
Office: 800-722-3472
Cell: 954-253-3749
Email: Scott.Hurley@replaysystems.com



PART NUMBER	DESCRIPTION	PRICE
NPS-INF-PROF-1CH	(1) Primary Inform Professional Audio channel license, including Inform Professional applications site license, User Registration application, Record-on-Demand application, CTD, telephony CDR, CTI and ANI/ALI support.	\$ 520
NPS-INF-ELITE-1CH	(1) Primary and (1) Resilient Inform Elite Audio Recording channel license, including Inform Elite applications site license, User Registration application, Record-on-Demand application, GIS, CAD, CTD, telephony CDR, CTI integrations, ANI/ALI support and (1) Text Recording channel license	\$ 1,200
OPTIONS		
NPS-INF-ESNT-CTIPACK-PPC	Site license for CTI Integrations as defined in the NICE Public Safety Integrations Description Document. Excludes CTD and NG911	\$ 100
NPS-INF-ESNT-LOCAA-PPC	Inform Essential ANI / ALI Annotation	\$ 100
NPS-INF-ESNT-AUD-REDACT	Inform Essential Audio Redaction Site License	\$ 50
NPS-INF-PROF-RES-PPC	(1) Resilient Inform Professional Audio Recording channel license, including Inform Professional applications site license, CTD, telephony CDR, CTI and ANI/ALI support).	\$ 200
NPS-INF-PROF-MO-RES-PPC	Inform Professional Resilient Modules, including Inform Server, NIR Core Server, Satellite and CTI resilience, per Primary Professional audio channel. Resilience for Applications (Inform Server), Core Svr Res, 2N Core/Sat, CTI, N+1)	\$ 50
NPS-INF-PROF-ADDON-1CH	(1) Primary Inform Professional Add-On/Matrix Channel/Resource, including Inform Professional applications site license	\$ 200
NPS-INF-PROF-ADDONRES1CH	(1) Resilient Inform Professional Add-On/Matrix Channel/Resource, including Inform Professional applications site license	\$ 100
NPS-INF-TEXT-1CH	(1) Inform Professional Text Recording channel license, including Inform Professional application support	\$ 200
NPS-INF-PROF-ECPACK-PPC	Evidence Compliance PACK (Organizer and Media Player)	\$ 200
NPS-INFRM-QAPACK-PPC	QA PACK Site license (Evaluator)	\$ 200
NPS-INF-VPI-CONNECT	Primary Inform Professional Add-On Channel from VPI Logger	\$ 650
NPS-INF-CORE-P25	APCO P25/OpenSky Trunked radio Core Integration	\$ 22,000
NPS-INF-CORE-TETRA	ESN / TETRA Trunked radio Core Integration	\$ 3,000
NPS-INF-CH-P25	APCO P25 TR Channel Premium	\$ 200
NPS-INF-CH-TETRA	ESN / TETRA TR Channel Premium	\$ 180
NPS-INF-SCREEN-1CH	(1) Inform Professional/Elite Software Screen Recording channel license, including Inform Professional/Elite application support. (1) screen recording channel records one workstation, regardless of the number of screens attached.	\$ 500
NPS-INF-CENTARCH-CH	Centralized Archive for Inform Professional/Elite	\$ 50
NPS-INF-API-CORE-PPC	Inform Site License for Search and Replay API	\$ 200
NPS-INF-ELIT-ADDON-1CH	(1) Primary and (1) Resilient Inform Elite Add-On/Matrix Channel/Resource, including Inform Elite applications	\$ 500
NPS-INF-ELITE-IC-PPC	Inform Elite Intelligence Center	\$ 300
NPS-NR-REC-API-RT	Recorder API Runtime and OCCi Runtime License	\$ 1,644
NPS-NR-REP-API-NF399	NF399 Compliant Search and Replay API	\$ 1,800
NPS-INF-AQUA-API	NICE Inform API for integration with AQUA - per single concurrent user connection	\$ 1,200
NPS-NR-REC-API-SDK	Recorder API - Software Development Kit (SDK)	\$ 4,932
RPL-AV	Anti Virus Software	\$ 200
Software Subtotal:		
NICE HARDWARE - Recording interface Boards		

NPS-INF-ADT-SHORT	Analog / Digital / Trunk short length PCI-E interface board (NO CABLE included)	\$	1,500
NPS-INF-ADT-FULL	Analog / Digital / Trunk full length PCI-E interface board (NO CABLE included)	\$	2,400
NPS-HWC-DDIVA-PS	Dialogic Diva V, 30 ch., PRI/E1/T1, Half Size, PCI-E	\$	5,628
NICE HARDWARE - Contact Closure Boards			
NPS-NR-CTC	Contact closure board for up to 96 recording channels	\$	1,290
NPS-NR-CTC-24EXT	Additional 24 channels terminal card and ribbon cable for Contact Closure Board	\$	576
NICE HARDWARE - HP Servers			
NPS-NR-SRV-ML350-G10	HPE ML350 Gen10 4LFF, 2 x Xeon-Silver 4110 (2.1GHz/8-core), 32GB RAM 2 x HPE 2TB SAS 7.2K LFF Hot-Plug HPE P408i-a/2GB + Battery Storage Controller 2 x 500W Hot-Plug Power Supply HPE ML350 Gen10 Tower to Rack Conversion Kit (1U Sliding Shelf) 4-Port 1 Gigabit Ethernet Adapter Win Svr 2016	\$	7,950
NPS-NR-SRV-DL380-G10	HPE DL380 Gen10 12LFF, 2 x Xeon-Silver 4110 (2.1GHz/8-core), 32GB RAM 2 x HPE 2TB SAS 7.2K LFF Hot-Plug HPE P408i-a/2GB + Battery Storage Controller, 2 x 800W Hot-Plug Power Supply 4-Port 1 Gigabit Ethernet Adapter Win Svr 2016	\$	7,550
NPS-NR-SRV-DL360-G10	HPE DL360 Gen10 4LFF, 1 x Xeon-Silver 4110 (2.1GHz/8-core), 32GB RAM 2 x HPE 2TB SAS 7.2K SFF Hot-Plug HPE P408i-a/2GB + Battery Storage Controller, 2 x 500W Plat Hot-Plug Power Supply 4-Port 1 Gigabit Ethernet Adapter Win Svr 2016	\$	6,500
NICE HARDWARE - HP Server Chassis Options			
NPS-NR-HD2TB-DL3X0G10	HPE 2TB 12G SAS HDD for DL380 & DL360 Gen10	\$	360
NPS-NR-HD2TB-ML350G10	HPE 2TB 12G SAS HDD for ML350 Gen10	\$	360
NPS-NR-HD6TB-DL3X0G10	HPE 6TB 12G SAS HDD for DL380 and DL360 Gen10	\$	670
NPS-NR-HD6TB-ML350G10	HPE 6TB 12G SAS HDD for ML350 Gen10	\$	670
NPS-NR-HDCAGE-ML350G10	Cage to house additional LFF HD within ML350 Gen10 Server	\$	850
NPS-NR-RDX-INT-ML350G10	HPE RDX 2TB USB3.0 Internal Disk Backup System for ML350 Gen10	\$	1,400
NPS-NR-NIC-4PORT-DL3X0	4-Port 1Gb 331FLR Adapter Ethernet Card	\$	290
NPS-NR-NIC-4PORT-ML350	4-Port 1Gb 331T Adapter Ethernet Card	\$	290
NPS-NR-16GB-RAM	HPE 16GB RAM	\$	450
NPS-NR-RISER-DL380G10	HPE DL Gen10 x8/x16/x8 Riser Kit for DL380 Gen10	\$	100
NPS-NR-PSU-800W-G10	HPE 800W Hot Plug Power Supply Kit for DL380/ML350 Gen10	\$	440
NPS-NR-PSU-500W-G10	HPE 500W Hot Plug Power Supply Kit for DL360 Gen10	\$	410
NICE HARDWARE - Removable Storage			
NPS-NR-RDX-CHAS-2TB	HPE RDX Removable Disk Backup System inc. 1U Rack Mount Kit and 2 x 2TB HDD	\$	3,840
NPS-NR-RDX-1TB	HP RDX 1 TB Removable Disk Cartridge	\$	384
NPS-NR-RDX-2TB	HP RDX 2 TB Removable Disk Cartridge	\$	780
NICE HARDWARE - Cables and Patch Panels			
NPS-NR-ANA-DIG-CABLE-6	Connection cable 6m for Analog/Digital cards	\$	72
NPS-NR-ANA-DIG-CABLE-10	Connection cable 10m for Analog/Digital cards	\$	107
NPS-NR-ANA-DIG-CABLE-10-RA-M	Right-angle Connection cable 10m for Analog/Digital cards - 180M to 90M	\$	144
NPS-NR-ANA-DIG-CABLE-10-RA-F	Right-angle Connection cable 10m for Analog/Digital cards - 180M to 90F	\$	144
NPS-NR-ANA-DIG-CABLE-15	Connection cable 15m for Analog/Digital cards	\$	214
NPS-NR-ANA-DIG-CABLE-20	Connection cable 20m for Analog/Digital cards	\$	280
NPS-NR-600-OHM-TERMINATION	External 600 ohm termination kit of up to 10 pairs for Radio	\$	348

NPS-NR-SPLIT-SERIAL-CABLE	Split Serial Cable RS232 10 meter (used for CDR)	\$	214
NPS-NR-MOXA-N-1	Moxa NPort 1port device server w/(1)DB9M RS232 port & (1) 10/100 network port.	\$	372
NICE HARDWARE - Trunk Cables and Patch Panels			
NPS-NR-PP-E1	1U Patch Panel 8 E1(S) input/output/loopback	\$	288
NPS-NR-PP-PCM32	1U Patch Panel 8 PCM32(S) input/output/output, for BT	\$	526
NPS-NR-PP1U-24A	1U PP 24A/P 2-wire input + 10m cable to telco conn.	\$	329
NPS-NR-CABLE-3-RJ45-2-5	Cable 3 x RJ45 to telco 2,5m	\$	164
NPS-NR-CABLE-3-RJ45-4-6	Cable 3 x RJ45 to telco 4,6m	\$	197
NPS-NR-RJ45-LOOP	RJ45 E1 Loop back adapter (used for EADS)	\$	82
NPS-NR-PP-IPC	1U Patch Panel 8 E1(S) input/output/output/loopback; used for IPC connections or E1 in 2N resilience	\$	526
NICE HARDWARE - KVM Console and Accessories			
NPS-NR-KVM-CONSOLE	HPE LCD8500 1U UK Rackmount Console Kit	\$	1,800
NPS-NR-KVM-SWITCH-G3	HPE KVM Console G3 Switch 0x2x16. 16 ports, rack mountable.	\$	1,620
NPS-NR-KVM-USB-ADAPTER	HPE KVM Console USB Interface Adapter	\$	150
NPS-NR-CAT5E-CABLE-3	CAT5e Snagless U/UTP 24AWG Patch Lead Grey 3m	\$	4
NPS-NR-CAT5E-CABLE-5	CAT5e Snagless U/UTP 24AWG Patch Lead Grey 5m	\$	6
NICE HARDWARE - Media Pack Physical Inventory			
NPS-MEDIA-PACK	Media Pack Physical Software Delivery per Installed Site.	\$	360
NICE HARDWARE - Alarm Options			
NPS-CSTRCK-SNMP3	Public Safety SNMP solution	\$	2,880
NPS-SYS-RBEA	Relay Board for External alarming (+12V)	\$	1,800
NPS-SYS-RBEA24V	Relay Board for External alarming (+24V)	\$	1,800
NICE HARDWARE - Commitment Requests			
NPS-COMMITMENT-SW	Commitment to deliver out of scope or R&D software		TBD
NICE HARDWARE - SQL/MySQL Server/Operating Systems			
NPS-SQL2016-64-2CORE	MS SQL 2016 Standard Edition 64 bit - Server License Per 2 x Processor Cores	\$	6,000
NPS-SQL2016-64-CAL-SVR	MS SQL 2016 64 bit Server Client Access License	\$	240
NPS-SQL2016-64-CAL-USR	MS SQL 2016 64 bit User Client Access License	\$	240
NPS-MYSQL-STD	MySQL Server license (Standard Edition)	\$	264
NPS-MYSQL-ENT	MySQL Server license (Enterprise Edition). Required for advanced features inc. MySQL Enterprise Backup, MySQL Audit, MySQL Transparent Data Encryption (TDE)	\$	6,480
NPS-OS2016-64-LIC	Microsoft Windows 2016	\$	588
NICE HARDWARE - Third Party Licenses			
NPS-TPS-ELTIMA-LIC	Eltima Serial Splitter Software	\$	120
NPS-INF-CORE-DTRL-ENC	NICE DTRL P25 Encryption Support	\$	18,000
NPS-APCOP25-CLEAR	New Phase One/Two Clear System, ISSI-G Keylock Dongle Phase One/Two c/w 200 streams enabled	\$	13,440
NPS-APCOP25-CRYPT	New Phase One/Two Encrypted System, ISSI-G Keylock Dongle Phase One/Two c/w 200 streams enabled	\$	22,560
NICE HARDWARE - Value Added Services Accessories			
NPS-HW-CISCOMX64-SA	CISCO Meraki MX64 cloud Managed Security Appliance (per appliance)	\$	594
NPS-LIC-MX64-SEC-3YR	CISCO Meraki 3-Year license for MX64-HW	\$	1,194
Replay Hardware			
RPL-SVR-HPDL380-GEN10	HPE DL380 2U Gen10 8SFF, Intel Xeon-Silver-4110 2.1Ghz/8C, 16GB, 1TB SAS 7.2K SFF SC 512e DS HDD, Dual hot swap 500W power supplies, Windows Server 2016 * Above server can accommodate up to 2 full height, full length PCIe cards	\$	4,600
RPL-Analog-8	8 Port Analog Interface Card	\$	2,032
RPL-Analog-24	24 Port Analog Interface Card	\$	5,052
RPL-Digital-8	8 Port Digital Interface Card	\$	3,126
RPL-Digital-24	24 Port Digital Interface Card	\$	6,812
RPL-HPX	Base soft RTP monitoring and forwarding bundle. includes 30 monitoring and 30 forwarding licenses. NON-DISCOUNTABLE	\$	2,680

RPL-IPX-EX	Base VoIP interface board - supports up to 480 sessions and 2 span ports (1 per server required). Includes 30 monitoring and 30 forwarding licenses. NON-DISCOUNTABLE	\$	4,020
RPL-Cable15	15FT 25-Pair Cable (NON-DISCOUNTABLE)	\$	73
RPL-Cable25	25FT 25-Pair Cable (NON-DISCOUNTABLE)	\$	81
RPL-PERIPHERALS	Monitor, Keyboard, Mouse and Speakers Package (NON-DISCOUNTABLE)	\$	400
RPL-RLKT	Sliding Rail Kit (excludes HP servers) (NON-DISCOUNTABLE)	\$	140
RPL-KVM-8Port Monitor	19 inch LCD Monitor with 8 Port KVM Switch and Mouse (Part SMK-980S19D) (NON-DISCOUNTABLE)	\$	1,800
RPL-MN-UPS	UPS Uninterruptable Power Supply for Servers – Minimum of 1500VA / 500 W, Input 120V / Output 120v. Run time for single server up to 1 hour. Includes monitoring software plus (2) extended power cables and (1) USB cable. (NON-DISCOUNTABLE)	\$	450
RPL-Monitor 17"	17" Flat Screen CRT Monitor (NON-DISCOUNTABLE)	\$	299
RPL-NAS-2TB	2TB* NAS Server - 2U Rack Mount with Windows Server OS loaded on a Solid State drive, dual hot/swap power supplies and RAID5 hot/swap data drives (*Note: actual usable space 1.85 TB) (NON-DISCOUNTABLE)	\$	4,250
RPL-NAS-4TB	NAS Appliance 1U Rack-mountable - 4TB (NON-DISCOUNTABLE)	\$	2,100
RPL-NAS-16TB	READYNAS 2120 NAS Server - 16TB Rack Mountable - 4X4TB - 1U	\$	2,921
RPL-NAS-32TB	NAS Appliance 2U Rack-mountable - 32TB	\$	18,105
RPL-SVR-MSSQL	Microsoft SQL Server STND with 5 Cal (Current version - License only)	\$	2,300
Hardware Subtotal:			
Hardware/Software Subtotal:			
REPLAY QUALITY ASSURANCE SERVICES			
RPL-RQA	Replay Systems Independent Quality Assurance Services. Price per evaluation.	\$	15
RPL-RQA-NQ	Priority Dispatch's National-Q Quality Assurance Services. Price per evaluation. Minimum contract amount is for 1,300 evaluations per year.	\$	20
SERVICES and REMOTE MONITORING			
RPL-INSTALL-ONSITE/REMOTE	Replay Systems onsite/remote installation services per day plus travel expenses, if applicable (1 Day)	\$	1,800
RPL-INSTALL-REMOTE	Replay Systems remote installation services per hour plus travel expenses, if applicable	\$	195
RPL-TRAINING-ONSITE	Replay Systems onsite training per day plus travel expenses, if applicable (1 Day Only)	\$	1,800
RPL-TRAINING-HOUR	Replay Systems training services per hour plus travel expenses, if applicable (onsite or remote)	\$	195
RPL-PM-DAY	Replay Systems project management per day plus travel expenses, if applicable (1 Day Only)	\$	900
RPL-PM-DAY2	Replay Systems project management per day, if applicable (minimum of 2 days and airfare charge required, if applicable)	\$	1,800
RPL-PM-HOUR	Replay Systems project management per hour plus travel expenses, if applicable	\$	195
RPL-T&M-BUS	Time and Materials Service M-F, 8-5 (includes telephone support and remote support, one hour minimum)	\$	195
RPL-SVCS-OUT	Professional Services Outside Normal Business Hours (per hour)	\$	285
RPL-TRAVEL-HOUR	Travel Time (per hour)	\$	95
RPL-TRAVEL-AIRFARE	Airfare Charge (Not to Exceed)		TBD
RPL-RM-LEVEL 1	Remote Monitoring Heartbeat and Critical Error (Windows and recorder). Priced per server, per site, per year.	\$	1,200

RPL-RM-LEVEL 2	Remote Monitoring Heartbeat and Critical Error (Windows and recorder) plus quarterly Microsoft Updates. Priced per server, per site, per year.	\$ 2,400
RPL-RM-LEVEL 3	Remote Monitoring Heartbeat and Critical Error (Windows and recorder) plus quarterly Microsoft Updates and AntiVirus Updates (must be supported). Priced per server, per site, per year.	\$ 3,600

