

**PURCHASE, INSTALLATION AND MAINTENANCE  
SERVICE CONTRACT**

**Elite Premier Purchase, Installation and Maintenance Service**

This Agreement is entered into between Indian River County, 4225 43rd Ave, Vero Beach, FL 32960 a political subdivision of the State of Florida, (hereinafter called "County") and Kraus Associates Inc., d/b/a AK Associates, 326 Porta Rosa Circle, St Augustine, FL 32092 (hereinafter called "Contractor"). It is agreed between "County" and "Contractor" as follows:

**AK ELITE PREMIER INSTALLATION AND MAINTENANCE SERVICE**

"Contractor" agrees to sell and provide, and the "County" agrees to purchase and accept, in accordance with the terms and conditions set forth below, Contractor's Elite Premier Installation and Maintenance Service for the Hardware and Software licensed to the "County".

**COVERAGE:** The Solacom Guardian 911 system Hardware and Software eligible for maintenance and support is listed in the Contractor's Proposal# AK071017-300b and AK083017-300b. Document, for all 911 system upgrades shall be furnished to "County" under Manufacturer's Warranty and/or this Agreement.

**Maintenance and Service Locations:**

Indian River County Sheriff's Office Primary PSAP located at IRC SO 4055 41<sup>st</sup> Street, Vero Beach, FL 32967

Vero Beach Police Department Primary PSAP located at VBPD 1055 20<sup>th</sup> Street, Vero Beach, FL 32960

Sebastian Police Department Primary PSAP located at SBPD 1201 Main Street, Sebastian, FL 32958

Indian River County Emergency Services Backup PSAP located at IRCEOC 4255 43<sup>rd</sup> Avenue, Vero Beach, FL 32967

**COSTS: AK Elite Premier Maintenance:**

***AK Elite Premier Service (labor only)***

**Two day a week for six (6) hours per day**

***Year 1 - \$89,900.00***

***Year 2 - \$89,900.00***

***Year 3 - \$91,500.00***

***Year 4 - \$91,500.00***

***Year 5 - \$93,900.00***

*Note: The Solacom and Higher Ground Extended Warranty and/or Software maintenance shall be provided to the "County" without AK placing an additional mark-up on the services from the manufacturer.*

**AK ELITE PREMIER MAINTENANCE SERVICE:**

AK Associates Elite Premier Maintenance service includes the following:

This contract covers all installation and maintenance services for the Solacom Guardian and Higher Ground 911 Systems; furthermore includes any 911 equipment currently associated with "Contractor". Should "Contractor" require technical certification for future additional hardware or software not part of its association, then "County" shall reimburse "Contractor" for training costs. Telephone diagnostics will be done immediately upon receipt of service problem and if corrective action is needed it will be performed remotely or by an on-site visit. In addition this service provides weekly (two (2) days, and six (6) hours per day per week) on-site preventive maintenance program, free AK Project Management (professional services) for system implementation support for all new technologies (such as NG Core Services), 9-1-1 equipment and CAD integration, etc.

**AK Elite Premier Maintenance**

- Response time for major outages is within two hours and response time for minor outages are four hours. Telephone diagnostics will be done immediately upon receipt of service problem.
- Labor to install yearly scheduled upgrades. The "County" and/or manufacture are responsible for all hardware, software, associated miscellaneous materials.
- Includes daily remote preventive maintenance. If a problem is discovered during remote maintenance, it will be resolved either remotely or by a site visit. The circuit used for remote diagnostics is the responsibility of the "County".
- Weekly on-site preventive maintenance for Solacom Guardian and associated 911 equipment and network tow (2) days and six (6) hours per week.
- Free Project Management (professional services) for system implementation support for NG 911 Core Services including text to and from 911, NG routing and database.
- Training may be requested at no additional cost upon request of the "County" throughout the life of the contract. The "County" is responsible for all training materials supplied by after the initial training.
- Access to AK ticketing system to view status of requested services and history of services provided by AK.
- AK labor is included with AK Elite Premier Maintenance to install, relocate, change or remove any new or existing Solacom and/or additional equipment installed by AK Associates, including system upgrades, training, system reconfigurations, selective router programming, direct trunking and integration support
- Free Consulting Services on all equipment provided by AK Associates.

*Note: All hardware, software and associated miscellaneous materials not covered under warranty or manufacturer's maintenance are the responsibility of the "County" and/or the equipment manufacturer. The "Contractor" is not responsible for hardware or software, only the labor to maintain or install the hardware and software.*

**ON-SITE TECHNICAL SERVICE SUPPORT:** Two days per week on-site preventive maintenance service provided by assigned trained AK technicians to be scheduled weekly during business hours Monday through Friday except for approved "County" (State) Holidays. The on-site technician shall assist PSAPs and E911 Coordinator in providing any 911 related statistical or monthly status reports to the PSAP as needed. The on-site technician shall perform a quarterly review of all circuits and advise the E911 Manager of any changes. "Contractor" shall schedule staff to provide on-site technical support during an anticipated event such as a hurricane or other disaster or high-profile event at no additional cost to "County". "Contractor" will not call out any other service that will incur costs to the "County" without prior E911 Manager's consent. The AK technicians will be on-site two days per week and will check in with each PSAP and the 911 coordinator each day and take direction from the 911 coordinator.

**REMOTE TECHNICAL SERVICE SUPPORT:** 24 hour service performed by an AK Associate trained technician for all out of hours service problems. Response for major outages shall be within a maximum two hour time frame and for non-service affecting problems a four hours time frame. AK Associates shall provide the "County" with a current escalation list, including an 800 number for all service requests.

**TERM OF MAINTENANCE AGREEMENT:** This Agreement shall commence on the date both parties execute this agreement and terminate five (5) years thereafter (the "Initial Term"), unless earlier terminated in accordance with the provisions of this Agreement. This Agreement shall be automatically renewed and continue in force on a year-to-year basis ("Extended Term") until terminated by either party upon a ninety days (90) days written notice to the other party prior to the expiration of the Initial Term or any subsequent Extended Term. The annual rate shall not increase more than 2% per year for additional years or a new fixed rate may be established between the "County" and the "Contractor".

**CONFIDENTIALITY:** "Contractor" shall not disclose any confidential information concerning "County" or its affairs, unless required by law, or with the consent of "County". "Contractor" understands that "County" is a governmental entity and as such is prohibited by Florida laws from keeping the terms of this Agreement confidential should there be a request for said information. If required to disclose any such information, "Contractor" or "County", as appropriate, shall give the other notice as soon as possible.

**TERMINATION:** The “County” shall have the right to terminate the agreement prior to the expiration date set forth in this contract as long as, the “County” provides ninety (90) days written notification of termination by registered mail in the event the “Contractor” fails to perform or observe any covenant or obligation set forth in this Agreement regarding the maintenance of the Hardware and Software and the “County” has given “Contractor” 90 days prior written notice and “Contractor” has failed to cure within said time or the failure is one which cannot be cured within that time and the “Contractor” has failed to take reasonable steps toward said cure within ninety (90) days of notice from the “County”. The “Contractor is responsible to fix all issue within the (90) days unless the issue is completely out of the control of the “Contractor” and the issue is the responsibility of the County, 911 network provider, equipment manufacturer, etc.

**INSURANCE:** The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability, Professional Liability policies. General Liability and Workers’ Compensation policies shall contain a waiver of subrogation in favor of Indian River County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the “A” category and size category of VIII. The Vendor’s self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor’s performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor’s expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Professional Liability. \$2,000,000.00 errors and omissions in providing professional technology services.

**INDEMNITY: Vendor** to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

**A. PUBLIC RECORDS COMPLIANCE:** Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records

upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 226-1424**

**publicrecords@ircgov.com**

**Indian River County Office of the County Attorney**

**1801 27<sup>th</sup> Street**

**Vero Beach, FL 32960**

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

**NOTICES:** All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the US mail, postage paid and addressed as follows:

If mailed to "Contractor"

AK Associates

7 Independence Ave

Derry, NH 03038

If mailed to "County"

Indian River County Emergency Services

Attn: E911 Manager

4225 43<sup>rd</sup> Avenue

Vero Beach, FL 32967

**REQUEST FOR PAYMENT:** The "Contractor" shall provide the "County" with quarterly invoices per year for AK Elite Premier Maintenance Service. The first invoice will be provided to the "County" by the "Contractor" for AK Elite Premier Maintenance upon the execution of the contract, at which time the first year of maintenance shall commence. The first invoice(s) will be adjusted to prorate any balances paid the "Contractor" for AK Basic Maintenance. "All payments will be made per Florida's Local Government Prompt Payment Act."

All expenses are included in the yearly invoice amount, except for materials purchased by the "County" through the "Contractor" and/or for pre-approved travel outside the scope of this Agreement.

**FLORIDA LAW:** Contractor certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.”

**ATTEST:**

**Indian River County, Florida**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY SEAL:**

**ATTEST:**

**CONTRACTOR**

By: Beth Stankus  
(Signature)

By: Julie Chase  
Julie Chase, President

Date: 11/5/18

Date: 11/5/18

**CORPORATE SEAL:**