



AGREEMENT SUMMARY

NAME OF OTHER CONTRACTING PARTY: Keylite Power & Lighting Corp.

PROPOSED ACTION

[X] NEW ITEM [ ] AMENDMENT, NUMBER [ ] RENEWAL [ ] EXTENSION

DOCUMENT TYPE Agreement between Broward County and Keylite Power & Lighting Corp. - RFP # (R1426611P1)

PURPOSE: Fire station alerting (FSA) System which integrates and interfaces to the County's radio system and computer-aided dispatch

SPECIAL PROVISIONS (select if applicable)

[ ] LIVING WAGE PROGRAM [ ] CBE PROGRAM
[ ] SBE SHELTERED MARKET PROGRAM [ ] M/WBE PROGRAM
[ ] FEDERAL DBE/ACDBE PROGRAM [ ] REQUIRES IN-KIND MATCH: \$ OR %
[ ] CDBE PROGRAM [ ] REQUIRES CASH MATCH: \$ OR %

EFFECTIVE DATES (new agreements only)

START: Upon execution by both parties
end: Five (5) years from date of execution

EFFECTIVE DATES (amendments only)

[ ] NO CHANGE
[ ] END DATE HAS CHANGED FROM TO
[ ] TERM HAS FROM TO

CONTRACT ADMINISTRATOR

NAME: Brett Bayag, Contract Administrator
115 S. Andrews Ave., Room 325
Fort Lauderdale, FL 33301 phone: 954-357- 8565

CONTRACT TYPE

[ ] COST REIMBURSEMENT [ ] OPEN-END
[X] FIRM FIXED PRICE [ ] TIME AND MATERIALS
[X] PERFORMANCE BASED [ ] OTHER

CONTRACT VALUE (new contracts)

[ ] ACTUAL [X] ESTIMATED
Base amount \$3,235,000.00
Reimbursables 0.00
Optional Services \$500,000.00
Renewals \$3,000,000.00
Total contract value \$6,735,000.00

CONTRACT VALUE (amendments only)

[ ] NO CHANGE [ ] ACTUAL [ ] ESTIMATED
Original approved contract value
Approved previous adjustments
Value of this action
Amended total contract value

PAYMENT METHOD

[ ] LUMP SUM PAYMENT
[X] MILESTONE / PROGRESS BASED
[ ] SCHEDULED OR TIME-BASED
[ ] OTHER

PAYMENT TERMS

5.2.2 Payments. County shall pay Provider within thirty (30) days of receipt of Provider's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49). Payment shall be made to Provider at the most recent address designated under the "Notices" provision of this Agreement. To be deemed proper, an invoice must comply with all requirements set forth in this Agreement and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to withhold payment of the invoice based on Provider's failure to comply with any term, condition, or requirement of this Agreement. The Parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by County.

COST ADJUSTMENT

[ ] NOT APPLICABLE [ ] FIXED PERCENTAGE % [ ] ACTUAL COST
[X] CPI OR OTHER INDEX [ ] FIXED COST \$ [ ] OTHER

EQUITY PROGRAM PARTICIPATION SUMMARY

Total County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: %
Total contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: %
M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: 0%

RENEWAL OR EXTENSION TERMS

TWO FIVE- YEAR RENEWAL OPTION. ARTICLE 4.2

TERMINATION AND CANCELLATION PROVISIONS FOR CAUSE: 13.1 This Agreement may be

terminated for cause based on any breach that is not cured within ten (10) days after written notice from the aggrieved party identifying the breach. For Convenience: This Agreement may also be terminated for convenience by the Board upon providing written notice to Provider of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

DELIVERABLES, MILESTONES OR SCOPE OF THIS ACTION

Provider's System shall provide a fully functioning Internet Protocol (IP) based fire station alerting (FSA) System which integrates and interfaces to the County's radio system and computer-aided dispatch (CAD) system. Article 2.

LIST TERMS, CONSIDERATIONS OR DEVIATIONS FROM STANDARD COUNTY FORM.

None

**DISCLOSURE ITEMS FOR KEYLITE POWER & LIGHTING CORP. AGREEMENT  
(RFP R1426611P1 Fire Station Alerting System)**

ISSUE	CONTRACT LANGUAGE	ETS OR COUNTY COMMENTS/RESPONSE
<b>Term</b>	<ul style="list-style-type: none"> <li>Initial term is 5 years, with two five-year extensions available (§ 4.2)</li> </ul>	County requested this duration due to the expected life of the system.
<b>Fees</b>	<ul style="list-style-type: none"> <li>The cost to County is comprised of System Implementation Fees (which includes the cost of Core System Equipment) of \$1,338,884, and separate line items for Contingency Equipment and Required Spares (not to exceed \$225,000), Subcontractor Pass-Thru Fees (not to exceed \$260,000), and Support and Maintenance Fees (initially \$249,743/annually). (§ 5.1, Exhibit B)</li> <li>Support and Maintenance fees and other hourly rates are subject to a CPI/3% escalator after an initial 2 year period during which rates are fixed. (Exhibit B)</li> </ul>	ORCAT and Purchasing negotiated and approved these fees, and the annual escalator is in within County parameters.
<b>Users and Eligible Purchasers</b>	<ul style="list-style-type: none"> <li>Any municipality, public safety organization, local government, or other party authorized by County can purchase goods and services under the Agreement (at their own cost). (§ 14.30)</li> <li>Fire Station equipment available for purchase and support is separately detailed in Exhibit A-1 (see pp. 107-112).</li> <li>Support and maintenance for Fire Station equipment is the responsibility of the fire stations, but is included at no additional cost for the first 18 months. (Exhibit A-1)</li> </ul>	<p>These provisions were included at County's request to facilitate purchase by municipalities and public safety agencies.</p> <p>The basic fire station package is \$44,545.65 for equipment and installation, and \$4,951.31/annually for basic support.</p>
<b>Interfaces</b>	<ul style="list-style-type: none"> <li>The System requires an interface with Motorola's PremierOne computer-aided dispatch system. Keylite is responsible for the FSA side of the interface, but not the Motorola side of the interface; the County contemplates separately contracting with Motorola to provide the Motorola side of the interface. (Exhibit A, p.37+)</li> </ul>	County prefers to directly contract with Motorola to provide this interface under the existing County/Motorola PremierOne contract. If for any reason that does not come to fruition, the Agreement enables Keylite to subcontract the work to Motorola, if necessary.
<b>ETS Security Disclosure Items</b>	<ul style="list-style-type: none"> <li>A "FSA Mobile Application" is available for procurement at a later date as Optional Services. This mobile app will allow first responders to receive fire station alerts on their iOS and Android devices. However, the</li> </ul>	ETS Security has not been provided the required information to assess the security and reliability of the hosting services on which the functionality of this app relies. The

	<p>Agreement does not include the required County Service Level Agreement, which is required for this type of hosted subscription service in order to ensure the system meets critical standards such as uptime, encryption, and other security terms. Without the requisite Service Level Agreement, County has no assurance that appropriate security standards are implemented by the vendor or the third party providing the hosting services. This is a material deviation from recommended County security standards. (Exhibit A, § 14, p.80)</p>	<p>vendor proposes to use a third party hosting services provider, but has not yet provided the required details for ETS Security review. In order to avoid delaying the project, the Agreement provides that the mobile app may only be implemented pursuant to execution of a Work Authorization that incorporates the required Service Level Agreement, which will be assessed by ETS Security prior to execution.</p>
<p><b>Additional Scope</b></p>	<ul style="list-style-type: none"> <li>The Agreement includes a separate FireNet microwave IP network that was proposed as an optional alternate communication network by Keylite in response to the RFP. Upon consideration, the County elected to implement the FireNet solution as it provides critical independent network connection between the County's and municipalities public safety communication points.</li> </ul>	<p>The estimated additional cost of the FireNet added scope is approximately \$869,969 to County, and \$1,705.00 per fire station.</p>