



**SYSTEM AND SERVICES AGREEMENT BETWEEN  
BROWARD COUNTY AND WEST SAFETY SOLUTIONS CORP.**

This System and Services Agreement (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and West Safety Solutions Corp., a Georgia corporation authorized to transact business in the State of Florida ("Provider" or "West").

A. On or about March 31, 2008, the Broward Sheriff's Office ("BSO") and a predecessor of West (Positron Public Safety Systems Corp.) entered into a Sales, Software License and Maintenance Agreement (the "BSO Agreement") providing for certain goods and services related to the E911 emergency response system. On February 23, 2011, BSO and the predecessor of West entered into a First Amendment to modify all references to update the name of the vendor entity (the "First Amendment").

B. On May 7, 2013, BSO assigned its interest in the BSO Agreement to County via an Assignment, Delegation, and Release Agreement (the "Assignment") executed by the County, BSO, and the predecessor of West, which also renewed the Agreement for four years, beginning June 1, 2013. On or about June 17, 2013, County and the predecessor of West executed a subsequent amendment which added optional services and increased the not-to-exceed amount in the BSO Agreement ("Second Amendment").

C. On or about October 13, 2010, Positron Public Safety Systems Corp. changed its name to Intrado Systems Corp. On or about April 1, 2016, Intrado Systems Corp. changed its name to West Safety Solutions Corp.

D. On or about April 25, 2017, County and West amended the BSO Agreement to extend the term on a month-to-month basis until May 31, 2018, and to modify certain funding provisions (the "Third Amendment").

E. The Parties desire to enter into this Agreement to replace and update the prior agreements, including the BSO Agreement and the Assignment, and to provide a single master agreement to govern the Parties' transactions.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

1.1 Authorized Third Party Users. All persons and entities that County authorizes to use the System, which may include employees and contractors of Broward County, Broward Sheriff's Office, municipalities, law enforcement, fire rescue, and other public safety or emergency management personnel.

- 1.2 **Board.** The Board of County Commissioners of Broward County, Florida.
- 1.3 **Business hours or business day.** 7 a.m. to 7 p.m. Eastern Time during weekdays that are not County holidays and on which County has not otherwise declared its offices closed.
- 1.4 **Contract Administrator.** Director, Office of Regional Communications and Technology, or such person's successor as designated by County in writing.
- 1.5 **Documentation.** All manuals, user documentation, specifications, and other related materials pertaining to the System and other hardware and software that Provider customarily furnishes to purchasers of the System.
- 1.6 **Equipment.** The hardware and other property identified in Exhibit A-1, Exhibit A-2, or Schedule 2 and any other hardware or other property provided to County by Provider pursuant to the BSO Agreement, the Assignment, or this Agreement, including any embedded software and firmware incorporated therein or customarily provided by Provider to purchasers of the Equipment.
- 1.7 **Purchasing Director.** The Broward County Purchasing Director as appointed by the Broward County Administrator.
- 1.8 **Services.** All required installation, integration, programming, configuration, customization, and enhancements of the System, together with necessary and appropriate consulting, training, and project management services, as further specified in Exhibit A.
- 1.9 **Software.** All proprietary or third-party software, including the Documentation for same, provided or licensed to County or third party users pursuant to the BSO Agreement, the Assignment, or this Agreement, including the computer programs (in machine readable object code form) listed in Exhibit A-1, Exhibit A-2, or Schedule 1, and any subsequent updates, upgrades, releases, or enhancements thereto developed by Provider and made generally available to other customers during the term of this Agreement.
- 1.10 **Material Subcontractor.** Any third party company hired by Provider to provide Services at County's premises and the employees identified as employees of such third party company, subject to the same security requirements applicable to Provider.
- 1.11 **Maintenance and Support Services.** The maintenance and support services as described in the Documentation and Exhibit C and purchased by the County.
- 1.12 **System.** The Software, Equipment, and other property identified in Exhibits A, A-1 and A-2, and Schedules 1 and 2, being provided to County pursuant to this Agreement.

## ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

|                    |   |
|--------------------|---|
| <b>Exhibit A</b>   | <b>Statement of Work</b>  |
| <b>Exhibit A-1</b> | <b>Software and Equipment for non-regional Public Safety Answering Point (PSAP) upgrade</b> |



|             |  |
|-------------|--|
| Exhibit A-2 | Software and Equipment for SQL2012 upgrade in regional Public Safety Answering Points (Regional PSAPs) |
| Exhibit B   | Payment Schedule   |
| Exhibit B-1 | Price Schedule   |
| Exhibit C   | Maintenance and Support Services   |
| Schedule 1  | Existing Software  |
| Schedule 2  | Existing Equipment   |
| Exhibit D   | Insurance Coverages  |
| Exhibit E   | Work Authorization Form  |

If there is a conflict or inconsistency between any provision contained in Articles 1 - 14 and any provision contained in any of the Exhibits, the provision of Articles 1 – 14 shall prevail and be given effect unless expressly stated to the contrary.

### ARTICLE 3. SCOPE OF SERVICES & SOFTWARE LICENSE

3.1 Scope of Services. Provider shall complete all Services required in this Agreement inclusive of the Exhibits. Unless stated otherwise in this Agreement, the work required of Provider includes all labor, materials, and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render Provider's performance impractical, illogical, or unconscionable.

3.2 Maintenance and Support Services. For the term of the Agreement, including any renewal terms, so long as requested by County, Provider shall provide Maintenance and Support Services to the County pursuant to Exhibit C, which shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B.

3.2.1 Updates, Upgrades, and Releases. For the duration of this Agreement, so long as County purchases Maintenance and Support services, Provider shall promptly provide to County, with advance notice and at no additional cost, any and all updates (including error corrections, bug fixes, security updates, and patches), upgrades, or new releases to the Software (as well as any firmware included with the Equipment), including all that Provider has made generally available to other licensees of all or part of the Software licensed pursuant to this Agreement. All such updates, upgrades, and new releases shall remain the sole property of Provider and shall be deemed to be included within the scope of the license granted under this Agreement.

3.2.2 Compatibility. As described in Exhibit A, West will ensure that the System supports SQL 2012 for the PowerMIS, Power911, Object and Sentry servers in the PSAPs. In addition, so long as County purchases Maintenance and Support Services, Provider will provide and support the latest version of all third party software and firmware in all components that are part of Provider's Equipment ("Latest Versions") which Latest Versions Provider has validated on its System through testing and implementation. For the full term of the Agreement, including renewal terms, Provider will work with County to advise of updates and suggest implementation

strategies based on the most recent validated third party software and firmware, including, but not limited to SQL2016 once validated by Provider for use with supported Provider systems. Provider will make best efforts to timely validate the most recent versions of applicable third party software and firmware. Any adoption of new third party versions and the associated timelines will be driven by the needs of Provider's turnkey solution. New versions, if and when adopted by Provider, go through extensive integration, development, quality assurance and load testing as standard practice.

3.3 License. To the extent not previously granted, subject to this Agreement, Provider grants to County a perpetual, royalty-free, nonexclusive license to the Software and System, including to any software embedded in or provided with the Equipment, with no geographical limitations, for the number of users, servers and workstations as outlined in Exhibit A. This license grant is for use solely for County governmental and business purposes, including on and off-site access and use of the Software and System by Authorized Third Party Users, including those persons or entities with which County may contract to operate the System or components thereof, and for the benefit of and use by all governmental entities within County, including the offices of the County constitutional officers.

3.3.1 Authorized Users and Additional Licenses. Unless otherwise stated in Exhibit A (Statement of Work), County and any of its employees, agents, suppliers of services, or other Authorized Third Party Users shall have the right to concurrently operate and use the System for County governmental purposes. If additional licenses may be required, County's Purchasing Director is authorized to execute a Work Authorization (Exhibit E) to purchase additional licenses for the fee specified in Exhibit B (Payment Schedule) or Exhibit B-1 (Pricing Sheet).

3.3.2 Additional Uses. County may, if required by reason of an emergency, disaster, or operational need, or for testing of recovery resources, temporarily use the Software on recovery resources at no additional cost, including recovery resources that may not be owned by County. County may, at no additional cost, copy the Software for backup and archiving purposes for the purposes of support or maintenance by County or others hired by County to provide such support or maintenance. County may, at no additional cost, utilize a hosted environment, including without limitation through a third-party hosting provider, for all otherwise permitted uses of the Software.

3.3.3 Prohibited Uses. Except (a) to the extent expressly authorized in Exhibit A, in which event such authorized actions shall be deemed within the license grant of Section 3.3, or (b) to the extent permitted under any applicable open source license, County will not:

- a. sell, lease or sublicense or otherwise transfer the Software;
- b. decompile, disassemble, reverse engineer or otherwise attempt to derive source code from the Software;
- c. modify or enhance the Software or write or develop any derivative software;



- d. provide commercial timesharing, rental or sharing arrangements or otherwise use the Software on a service bureau basis; or
- e. provide, disclose, divulge or make available to, or permit use of the Software by any third party unless already approved by West or agreed upon by the parties;

3.3.4 Audit. On 45 days written notice, West may audit County's use of the Software. County agrees to cooperate with West's audit and provide reasonable assistance and access to information. Any such audit will not unreasonably interfere with County's normal operations. County agrees to pay, within 30 days of proper invoicing, any fees applicable to County's use of the programs in excess of County's license rights.

3.4 Change of Scope Procedures. Provider acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided herein. To the extent any goods or services under this Agreement, or the quantity thereof, are optional ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a Work Authorization (Exhibit E) executed by Provider and County pursuant to this section, and provided that no such selection, when combined with those goods or services required under the Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in the Agreement, Work Authorizations for Optional Services pursuant to this section shall be executed on behalf of the County as follows: the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$30,000.00; the Purchasing Director may execute Work Authorizations for which the total cost to the County in the aggregate is within the Purchasing Director's delegated authority; any Work Authorizations above the County's Purchasing Director delegated authority shall require Board approval. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Provider shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed.

3.5 Contract Administrator Authority. Unless otherwise expressly stated herein or in the applicable Procurement Code, Code of County Ordinances, or County Code of Administrative Procedure, the Contract Administrator may act on behalf of County to exercise the authority and powers of County under this Agreement.

#### ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 Term. The Agreement shall become effective on the date it is fully executed by the Parties (the "Effective Date"). The term of the Agreement shall be for a period of five (5) years from the date of Final Acceptance (the "Term").

4.2 **Extensions.** In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an extension not practicable or if no extension is available and expiration of this Agreement would result in a gap in the provision of services necessary for the ongoing operations of the County, then this Agreement may be extended on the same terms and conditions by the Purchasing Director for period(s) not to exceed three (3) months in the aggregate, provided that any such extension is within the authority of the Purchasing Director or otherwise authorized by the Board.

4.3 **Fiscal Year.** The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

4.4 **Delivery.** For any Equipment or Documentation required to be provided under this Agreement, Provider shall deliver the Equipment and Documentation via inside delivery to County within the time stated in the applicable Work Authorization or Statement of Work at the address provided by County. Transportation cost and risk, and the cost of delivery (including lift gate services and depalletization), assembly and installation, including any applicable taxes and all actions necessary to integrate the Equipment into County's existing system, shall be the responsibility of Provider. Provider shall have the right to invoice County for actual shipping costs incurred for Software and Equipment provided under this Agreement, provided that estimated shipping costs have been provided by Provider and approved by County in advance of shipment.

4.5 Time is of the essence for all performance required under this Agreement.

**ARTICLE 5. COMPENSATION**

5.1 For the duration of the Agreement, County will pay Provider in accordance with Exhibit B up to the following maximum amount(s):

| <b>Services/Goods</b>  | <b>Term</b>           | <b>Not-To-Exceed Amount</b> |
|--|-----------------------|-----------------------------|
| Equipment, Software, System, and Services per Exhibit A                  | Duration of Agreement | \$839,400.00                |
| Maintenance and Support Services per Exhibit C and service delivery fees | Duration of Agreement | \$5,941,375.00              |
| Optional Services  | Duration of Agreement | \$3,800,000.00              |
| Moves, Adds, and Changes (MAC) Hours (720)                               | Duration of Agreement | \$216,000.00                |
| <b>TOTAL NOT TO EXCEED</b>   |                       | <b>\$10,796,775.00</b>      |

Payment shall be made only for work actually performed and completed pursuant to this Agreement or as otherwise set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Provider as full compensation for all such work.

Provider acknowledges that the amounts set forth herein are the maximum amounts payable for the respective terms and constitute a limitation upon County's obligation to compensate Provider for its work under this Agreement. Unless otherwise expressly stated in this Agreement Provider shall not be reimbursed for any expenses it incurs under this Agreement.

## 5.2 Method of Billing and Payment

5.2.1 Invoices. Provider may submit invoices only for goods provided and services completed in accordance with the Payment Schedule set forth in Exhibit B. Unless otherwise indicated in Exhibit B, an original plus one copy of each invoice must be submitted within fifteen (15) days after the end of the month for which payment is sought, except that the final invoice must be submitted no later than sixty (60) days after all services are completed. If applicable, Provider shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers on the form provided by County, as may be modified in County's reasonable discretion. If applicable, the certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the certification form, explaining the good cause why payment has not been made. Unless otherwise stated in Exhibit B or the applicable Work Authorization, any Optional Services shall be invoiced in accordance with the existing invoicing schedule for any like goods or services provided under this Agreement, including (if applicable) invoiced pro rata for the initial invoice period.

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. Except as stated herein, all amounts properly invoiced and paid are final and nonrefundable and Equipment and Software may not be returned. Upon County's notice of termination for cause or for convenience, County shall have the right to withhold payment of any outstanding invoices until the dispute is finally resolved. The Parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.2.3 Unless a shorter period is required under applicable law or under the applicable contract, Provider shall pay its Certified Business Entity ("CBE") subcontractors and suppliers within fifteen (15) days following receipt of payment from County and shall pay all other subcontractors and suppliers within thirty (30) days following receipt of payment from County.

5.3 Travel. With respect to travel costs and travel-related expenses, Provider agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by County.



5.4 Fixed Pricing. Unless stated otherwise in Exhibit B, the prices set forth in Exhibit B shall remain firm and fixed for the term of the Agreement, including any optional terms. However, Provider may offer incentive or volume discounts to County at any time.

## ARTICLE 6. WARRANTIES

6.1 Ownership and License Rights. Provider represents and warrants that it is the owner of all right, title, and interest in and to the Equipment and other property being sold to County under this Agreement, that it has the right to sell such Equipment and other property to County, and that such sale is free and clear of any lien or interest of any other person or entity. Provider warrants that the Equipment will be direct from the original manufacturer unless Provider notifies County that such is not reasonably possible and County approves an alternate supplier, which approval shall not be unreasonable withheld. Provider further represents and warrants that it has the right to grant to County the rights and the licenses granted under this Agreement as to the Software and System. Provider warrants that it has not knowingly granted rights or licenses to any other person or entity that would restrict rights and licenses granted hereunder, except as may be expressly stated herein.

6.2 Warranty Regarding Viruses. Provider further represents, warrants, and agrees that the System and any software or firmware provided under this Agreement are free from currently-known viruses or malicious software (at the time the System and any subsequent version thereof is provided to County). Provider will initially configure the System and firewalls using commercially reasonable security measures to ensure the integrity of the System from data leaks, hackers, denial of service attacks, and other unauthorized intrusions. When and to the extent Provider provides ongoing patches, updates, or upgrades, Provider will use commercially reasonable security measures to ensure the integrity of such software and firmware from data leaks, hackers, denial of service attacks, and other unauthorized intrusions.

6.3 Intellectual Property Warranty. Provider represents and warrants that at the time of entering into this Agreement, no claims have been asserted against Provider (whether or not any action or proceeding has been brought) that allege that any part of the System or other property provided to County under this Agreement infringes or misappropriates any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party, and that Provider is unaware of any such potential claim.

6.4 Software and Equipment Limited Warranty. Provider warrants that for 12 months from Final Acceptance the Software and Equipment (i) will perform substantially in accordance with Exhibit A and the Documentation; and (ii) will be of good quality and free from defective or inferior workmanship. Replacement parts are warranted to be free from defects in material and workmanship for 90 days or for the remainder of the limited warranty period of the Equipment they are replacing, whichever is longer. The limited warranty includes remote support services (the "Help Desk") during the warranty period. Freight costs to ship defective Equipment to

Provider are borne by Provider, with return at Provider's expense. Provider will pass through to County any third party manufacturer warranties for products supplied by Provider.

6.5 Services Limited Warranty. Provider warrants that Services will be provided in a workmanlike manner, in accordance with industry standards, and by individuals with suitable skills and abilities.

6.6 Disclaimer. Provider will not be obligated to repair or replace any Software or Equipment which (i) has been repaired by others; (ii) has been abused or improperly handled, stored, or altered; (iii) which has been damaged by power failures or surges, lightning, fire, flood or accident; or (iv) has not been installed by Provider or a Provider authorized technician. EXCEPT AS STATED IN THIS ARTICLE, PROVIDER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR CONDITION OR LOSS OF DATA, NETWORK CONNECTIVITY, OR THAT THE SOFTWARE, EQUIPMENT, SERVICES OR RELATED SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE.

6.7 Remedy for Breach of Warranty. During the warranty period, Provider will, at its sole discretion and as County's sole remedy for breach of any warranty: (a) correct or update the Software, (b) correct or replace the affected Equipment, or (c) provide to County other measures that correct the breach, provided that the problem can be reproduced on either Provider's or County's systems. If during the warranty period Provider is unable to correct a material breach of this article (i.e., a Severity 1 or 2 Event) within a reasonable period of time not to exceed ten (10) business days after a notice specifying that the County is invoking its rights under this Section, County shall be entitled on further notice to cancel the Agreement and, upon return of the failing item (and any other Software or Equipment rendered unusable due to such failure), receive a full refund of all amounts paid to Provider for such items (Provider shall arrange for the return of the Equipment at Provider's expense) and neither party shall have any further obligation under the Agreement except as to any provision that expressly survives the Agreement's termination or expiration. The remedies in this section are in addition to any other rights and remedies County may have under this Agreement or applicable law, but represent the sole remedy relating to a breach of this warranty.

## ARTICLE 7. DELIVERY, TESTING AND ACCEPTANCE

7.1 Software. For all Software to be provided under this Agreement and unless otherwise stated in Exhibit A, Provider shall, within seven (7) days after the Effective Date, make the Software available to County and deliver to County a master copy of the Software licensed hereunder in object code form, suitable for reproduction in accordance with this Agreement, in electronic files unless otherwise requested by County. All County license keys, usernames, and passwords shall be authenticated by Provider and perform according to Exhibit A (Statement of Work).

7.2 Documentation. Provider shall deliver copies of the Documentation to County concurrently with delivery of the applicable Equipment and Software, and thereafter shall promptly provide any updated Documentation as it becomes available during the term of this Agreement. Provider represents and warrants that the Documentation is sufficiently comprehensive and of sufficient quality to enable a competent user to operate the applicable portions of the System efficiently and in accordance with Exhibit A. County has the right to copy and modify the Documentation as it deems necessary for its own internal use.

7.3 Final Acceptance Testing. For any Software provided under this Agreement, Broward County Administrative Code Section 22.148 requires that all applicable software purchases be inspected and tested by the County, including verification by its Enterprise Technology Services ("ETS"), prior to final written acceptance of the software and software-related services. Within thirty (30) days following completion of installation and integration of the System, County shall test the System to determine whether the System: (i) properly functions with any applicable operating software; (ii) provides the capabilities stated in this Agreement and the Documentation; and (iii) if applicable, meets the Preliminary Acceptance and Final Acceptance criteria stated in the Statement of Work (the criteria referenced in (i), (ii), and (iii) are collectively referred to as the "Final Acceptance Criteria"). In the event of a conflict between the Documentation and the acceptance criteria stated in the Statement of Work, the Statement of Work shall prevail. Final payment shall not be made to Provider prior to the written confirmation by the County's Chief Information Officer or his or her designee that the System has successfully passed the Final Acceptance Criteria, and such written confirmation shall constitute "Final Acceptance." Notwithstanding the foregoing, (i) Severity Level 3, 4 and 5 issues, unless part of testing criteria outlined in Exhibit A, will not constitute a basis to reject the entire System and shall only constitute basis for a partial rejection pursuant to Section 7.3.3; and (ii) if County does not provide a notice of rejection pursuant to Section 7.3.3 below within the time period stated therein, or if County uses the System for live 911 call-taking for more than 30 consecutive days after the conclusion of the Final Acceptance test period without issuing a notice of rejection, Final Acceptance will be deemed to have occurred.

7.3.1 The testing period shall commence on the first business day after Provider informs County in writing that it has completed the Services required to be performed prior to testing and that the System is ready for testing, including live call-taking or dispatching ("System Cutover"), and shall continue for a period of up to thirty (30) days.

7.3.2 During the testing period, County may notify Provider in writing of any error or defect in the System so that Provider may make any needed modifications or repairs. If Provider so elects in writing, testing will cease until Provider resubmits for Final Acceptance testing, at which time the testing period shall be reset to that of a first submission for testing. Unless expressly stated otherwise in the Final Acceptance test criteria, Provider must diagnose and correct all Severity 1 and Severity 2 issues that occur during testing in order to achieve Final Acceptance, but Severity 3, 4 and 5 issues that occur during testing may be addressed by



Provider's commercially reasonable efforts to diagnose and correct, including during the testing period and after Final Acceptance, if not earlier resolved.

7.3.3 County shall notify Provider in writing of its Final Acceptance or rejection of the System, or any part thereof, within fifteen (15) days after the end of the testing period, as same may be extended or reset. If County rejects the System, or any part thereof, County shall provide notice identifying the criteria for Final Acceptance that the System failed to meet. Following such notice, Provider shall have thirty (30) days to (a) modify, repair, or replace the System or any portion thereof, or (b) otherwise respond to County's notice.

7.3.4 In the event Provider fails to remedy the reason(s) for County's rejection of the System, or any part thereof, within ninety (90) days after County's initial notice of rejection, County may elect, in writing, to either accept the System as it then exists or to reject the System and terminate the Agreement or applicable Work Authorization. If County elects to reject the System and terminate the Agreement or applicable Work Authorization, all sums paid by County under the Agreement or applicable Work Authorization shall be reimbursed to County by Provider within 15 days after such election is made. If County elects to accept the System as it then exists (partial acceptance), Provider shall continue to use its best efforts to remedy the items identified in the applicable notice of rejection. If, despite such continuing best efforts, Provider fails to remedy the issue(s) identified by County within a reasonable time as determined by County, then County shall be entitled to deduct from future sums due under the Agreement the value of the rejected portion of the System as mutually agreed based on the prices set forth in Exhibit B.

## **ARTICLE 8. PROTECTION OF SOFTWARE AND PROPRIETARY RIGHTS**

8.1 West IP. West retains full and exclusive ownership of and all rights in, to and under its trademarks, service marks, tradenames and logos, and any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to the Services, Software and Equipment and any development, enhancement, improvement or derivative works thereto except for the County Materials (collectively, including all intellectual property rights, "West IP").

8.2 Restrictions; Reservation of Rights. County will make a good faith effort to restrict access to Provider's Software and System to only employees and third parties needed to access the system for governmental purpose or for public safety. Neither party will reverse engineer, decompile, disassemble or translate the other party's intellectual property or confidential information. Each party reserves all rights to its intellectual property and confidential information.

8.3 County Materials. County may, from time to time, provide to Provider certain materials or information relating to the County's public safety system for use by Provider in performing the Services ("County Materials"). County warrants that (a) County is solely responsible for the

content and rights to the County Materials; (b) the County Materials will be accurate; and (c) Provider's use of the County Materials will not violate the rights of any third party. County will retain ownership of all County Materials.

## **ARTICLE 9. CONFIDENTIAL INFORMATION, SECURITY AND ACCESS**

9.1 Public Records Law. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement.

9.2 Provider Confidential Information. Provider represents that the Software contains proprietary products and trade secrets of Provider. Accordingly, to the full extent permissible under applicable law, County agrees to treat the Software as confidential in accordance with this article. Any other material submitted to County that Provider contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Provider must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Provider as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Provider. Provider shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of the Software or any Trade Secret Materials in response to a records request by a third party.

Confidential Information of either Provider or County does not include any information that: (a) was or becomes generally available to the public through no breach of this Agreement; (b) was previously known by the receiving party or is disclosed to the receiving party by a third party without any obligation of confidentiality; or (c) is independently developed by the receiving party without the use of the disclosing party's Confidential Information.

### 9.3 County Confidential Information.

9.3.1 All County Materials and all materials, data, transactions of all forms, financial information, documentation, inventions, designs, and methods that Provider obtains from County in connection with this Agreement or in which County holds proprietary rights, constitute "County Confidential Information."

9.3.2 All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law) also constitute County Confidential Information.

9.3.3 County Confidential Information may not, without the prior written consent of County, or as otherwise required by law, be used by Provider or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Provider nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license, or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County.

9.3.4 Provider expressly agrees to be bound by and to defend, indemnify and hold harmless County and its officers and employees from the breach of any federal, state or local law by Provider or its employees, agents, subconsultants, or suppliers regarding the unlawful use or unlawful disclosure of County Confidential Information.

9.3.5 Upon expiration or termination of this Agreement, or as otherwise demanded by County, Provider shall immediately turn over to County all County Confidential Information, in any form, tangible or intangible, possessed by Provider or its employees, agents, subconsultants, or suppliers.

9.4 Maintenance of Confidential Information. Each party shall advise its employees, agents, subconsultants, and suppliers who receive or otherwise have access to the other party's Confidential Information of their obligation to keep such information confidential, and shall promptly advise the other party in writing if it learns of any unauthorized use or disclosure of the other party's Confidential Information. In addition, the Parties agree to cooperate fully and provide reasonable assistance to ensure the confidentiality of the other party's Confidential Information.

9.5 Security and Access. Any access, whether remote or onsite, by Provider to any aspect of the County's network is subject to all applicable County access and security standards provided to Provider in writing, as well as any other or additional restrictions or standards for which County provides written notice to Provider. County may modify its access and security standards throughout the duration of the Agreement and will provide updated security standards in writing to Provider as they become available; Provider acknowledges that its access to the County's network may not be permitted if it cannot comply with such updated security standards. Provider will provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Provider's compliance with County security standards. If at any point in time County, in the sole discretion of its Chief Information Officer, determines that Provider's access to any aspect of the County's network presents an unacceptable security risk, County may immediately suspend or terminate Provider's



access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's Chief Information Officer, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to the County network to Provider).

Provider's onsite technicians shall pass a background investigation check performed by the Broward Sheriff's Office (BSO). Fingerprinting is part of the background check. Provider's onsite technicians and staff who access the Equipment provided by Provider shall have and maintain a Level 4 CJIS certification that is associated with Information Technology Roles. Provider shall maintain compliance with HIPAA relative to all data access. Provider shall only access the data on the County's network for the purpose of maintenance and support services for the VIPER System and its associated components. Provider shall ensure that access to systems supported follows best practice for ID credentialing and System access which includes expiration timeframes, unique IDs per user, and role level access. All Provider user accounts must be unique, not shared, and passwords must meet County's complexity requirements.

#### 9.6 Managed Services/Professional Services (IT)/Third-Party Vendors

9.6.1 Provider shall immediately notify the County of any terminations/separations of employees performing services under the Agreement or who had access to the County's network in order to disable such employees' access to County systems.

9.6.2 If Provider accesses the County network remotely, access must be from an ETS approved standard (i.e. VPN, SSL, or IPSEC) and access must only be provisioned if necessary to complete Provider's responsibilities under this Agreement. Remote access connectivity must be restricted to a specific source static IP address. If this is not feasible, two-factor authentication for all remote access is required. All remote access connections must have the following configured: logging enabled for access times, dates and failed authentication attempts, split tunneling disabled, remote software updated to the latest secure version, and inactivity timeout must be enabled for 20 minutes, unless industry best practice standards dictate otherwise.

9.6.3 Endpoints connected to County network must have all critical, high, and medium risk vulnerabilities mitigated with latest security patches.

9.6.4 Provider shall not run end-of-life operating systems on the County network.

9.6.5 Provider shall maintain industry best practices for data privacy, security, and recovery measures including disaster recovery programs, physical facilities security, network firewalls, virus scanning software, current security patches, user authentication, and intrusion detection and prevention.

9.6.6 Provider shall perform privacy and information security training to its employees with access to the sensitive County environment upon hire and at least annually. (PCI 12.6.1)

## 9.7 Software

9.7.1 Provider must provide a security plan or secure configuration guide for Software installed in the County environment by the Provider.

9.7.2 Provider shall advise of any third party software (e.g., Java, Adobe Reader/Flash, Silverlight) required to be installed and version supported. Provider shall support updates for critical vulnerabilities discovered in the versions of third party software installed.

9.7.3 Provider shall ensure that the Software is developed based on industry standards/and or best practices, including following secure programming techniques and incorporating security throughout the software-development life cycle.

9.7.4 Provider shall ensure the Software has a security patch issued for newly identified vulnerabilities within 30 days for all critical or high security vulnerabilities.

9.7.5 Provider shall ensure the Software provides for role-based access controls.

9.7.6 Provider shall support electronic delivery of digitally signed upgrades from Provider or supplier website.

9.7.7 Provider shall enable auditing by default in software for any privileged access or changes.

9.7.8 Provider shall regularly provide County with end-of-life-schedules for all applicable Software. County has identified Cisco C3650 Port Switch IOS as software that will be either end-of-security patch updates or out of support during the Term. Provider shall replace or upgrade Cisco C3650 Port Switch IOS prior to Cisco C3650 Port Switch IOS going end-of-life or out of support, at no cost to County.

## 9.8 Equipment Leased or Purchased from Provider

9.8.1 Provider shall ensure that physical security features are included in the Equipment acquired under this Agreement to prevent tampering.

9.8.2 Provider shall ensure security measures are followed during the manufacture of the Equipment acquired under this Agreement.

9.8.3 Any Equipment provided under this Agreement shall not contain any embedded remote control features unless approved in writing by County's Contract Administrator.

9.8.4 Provider shall disclose any default accounts or backdoors which exist for access to County's network.

9.8.5 If a new critical or high security vulnerability is identified, Provider shall supply a patch, firmware update or workaround approved in writing by County's Contract Administrator within 30 calendar days from identification of vulnerability.

9.8.6 Provider shall regularly provide County with end-of-life-schedules for all applicable Equipment. County has identified Cisco 2921 Integrated Services Router and Cisco 2960S Series Port Switches as hardware that will be either end-of-security patch updates or out of support during the Term. Provider shall replace or upgrade Cisco 2921 Integrated Services Router and Cisco 2960S Series Port Switches prior to Cisco 2921 Integrated Services Router and Cisco 2960S Series Port Switches going end-of-security patch updates or out of support, at no cost to County.

9.8.7 Provider shall support electronic delivery of digitally signed upgrades from Provider or supplier website.

9.9 Data and Privacy. Provider shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes Section 501.171, and shall ensure that County data transmitted or stored in the System is not transmitted or stored outside the continental United States. All such County data will be treated as County Confidential Information, including any personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685) that Provider may receive or otherwise have access to in connection with this Agreement, and will be subject to the limitations of Section 9.3 , including Section 9.3.3 If and to the extent requested by County, Provider shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

9.10 Injunctive Relief. The Parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach.

9.11 Survival. The obligations under this Article 9 shall survive the termination of this Agreement or of any license granted under this Agreement.

## **ARTICLE 10. INDEMNIFICATION AND LIMITATION OF LIABILITY**

10.1 Indemnification. Provider shall be fully liable for the actions of its current and former officers, employees, subcontractors, and other agents under this Agreement. Provider shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and



former officers, employees, and other agents (collectively, "Indemnified Party") from and against any and all lawsuits, causes of action, demands, claims, losses, fines, penalties, damages, judgments, liabilities, and expenditures of any kind, including attorneys' fees, litigation expenses, and court costs (collectively, "Claim"), raised or asserted by any person or entity that is not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Provider or any current or former officer, employee, subcontractor, or other agent of Provider, arising from, relating to, or in connection with any obligation or performance under this Agreement. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

10.2 County Indemnity. Except to the extent prohibited by applicable law, County will indemnify, defend, and hold harmless West, its affiliates and their officers, directors, employees and agents from infringement claims relating to County Materials in connection with any obligation or performance under this Agreement.

10.3 Procedures. The indemnified party will (a) notify the other party of any claim; (b) relinquish control of the defense and settlement to counsel approved by the indemnified party, which approval shall not be unreasonably withheld; and (c) assist the indemnifying party as reasonably requested. The indemnifying party may settle any claim without the indemnified party's consent if the settlement does not affect the rights of the indemnified party. The indemnified party may participate in the defense at its expense.

10.4 Limitation of Liability. Neither Provider nor County shall be liable to the other party for any damages under this Agreement that exceed the largest of the following amounts: (a) \$100,000; or (b) twice the amounts paid to Provider in the 12 months preceding the date County is notified of a claim. Neither party shall be liable for the other party's special, indirect, punitive, or consequential damages (including damages resulting from lost data or records other than costs incurred in the recovery thereof), even if the party has been advised that such damages are possible, or for the other party's lost profits, lost revenue, or lost institutional operating savings. These limitations of liability shall not apply to (i) any claim resulting from Provider's actual or alleged disclosure of County Confidential Information or resulting from an actual or alleged data breach in violation of applicable law, (ii) any claim resulting from an actual or alleged infringement of any interest in any intellectual property, or (iii) any indemnification obligation under this Agreement.

10.5 Infringement Remedy. If any Equipment, Software, or portion of the System is finally adjudged to infringe, or in Provider's opinion is likely to become the subject of such a Claim, Provider shall, at County's option: (i) procure for County the right to continue using the applicable portion of the System; (ii) modify or replace the System (in part or in whole) to make it noninfringing; or (iii) terminate County's right to use the infringing item and refund to County all fees paid under this Agreement for the Equipment or Software rendered unusable by the infringing item as well as a prorated portion of any fees prepaid for Maintenance and Support. Provider shall have no liability regarding any infringement claim caused by any County modification of the System not authorized by Provider or any combination of the System with any service, equipment or software not provided by Provider.

10.6 Third Party Pass Thru Rights. Provider shall extend to County all rights and benefits Provider has from any third party as to the Equipment or Software relating to warranty or third party claims, including any and all indemnification and hold harmless rights, to the extent permitted under any applicable agreement with the third party equipment or software supplier or otherwise available to Provider. Provider shall at all times use all reasonable efforts to cooperate with County in the event of an infringement claim involving System.

#### **ARTICLE 11. INSURANCE**

11.1 For purposes of this article, the term "County" shall include Broward County and its members, officials, officers, and employees.

11.2 Provider shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in Exhibit D (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Provider.

11.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit D, the applicable policies shall comply with the following:

**11.3.1 Commercial General Liability Insurance.** Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

Mold, fungus, or bacteria

Terrorism

Silica, asbestos or lead

Sexual molestation

Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

**11.3.2 Business Automobile Liability Insurance.** Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

**11.3.3 Workers' Compensation/Employer's Liability Insurance.** Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

**11.3.4 Professional Liability Insurance.** Such insurance shall cover Provider for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Agreement. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least

three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit D.

**11.3.5 Cyber Liability, or Technology Errors and Omissions Insurance.** Coverage is required for any system connected to, and, or accessible from the internet. Coverage may be included as part of the required Professional Liability Insurance. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit D. Such policy shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response coverage, including Notification Expenses

County shall be included on the policy as an "Additional Insured" unless such endorsement is not available by the insurer.

**11.4** Within fifteen (15) days after the Effective Date of this Agreement or notification of award, whichever is earlier, Provider shall provide to County satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

**11.5** Coverage is not to cease and is to remain in force until County determines all performance required of Provider is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.

**11.6** Provider shall provide County thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) days' advance notice.

**11.7** In the event that there is a dispute arising out of a claim, Provider shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement.

**11.8** County and Provider, each for itself and on behalf of its insurers, to the fullest extent

permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

11.9 If Provider uses a subcontractor, Provider shall require each subcontractor to endorse County as an "Additional Insured" on the subcontractor's Commercial General Liability policy.

## **ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

12.1 Nondiscrimination. Provider may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Provider shall include substantially similar language in its contracts with any and all subcontractors providing goods or services under this Agreement.

12.2 Failure by Provider to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall, if not cured after notice thereof, permit County to terminate this Agreement or to exercise any other remedy available at law or equity, all such remedies being cumulative.

## **ARTICLE 13. TERMINATION**

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. 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.

13.2 County may terminate this Agreement if Provider is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes, if Provider has 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 if Provider has failed to promptly implement corrective action for audit deficiencies upon reasonable notice by County. Notwithstanding anything contained in this Agreement to the contrary, the rights and obligations of the Parties under this paragraph shall be governed by Section 287.135, Florida Statutes, to the full extent applicable.

13.3 Provider represents that neither it nor any of its affiliates has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. County may terminate this Agreement effective immediately, without any further obligation to Provider, upon learning that such representation is false or if Provider or any of its affiliates is placed on the discriminatory vendor list.

13.4 Additionally, and notwithstanding anything to the contrary in this Agreement, County may terminate this Agreement without any further liability to Provider upon the decertification of Provider as a Certified Business Entity ("CBE") by County's Office of Economic and Small Business Development ("OESBD"), if Provider's status as a CBE was a factor in the award of the Agreement and such status was misrepresented by Provider. However, such termination shall not be effective until expiration of any timely-filed review or appeal of the decertification decision.

13.5 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

13.6 In the event this Agreement is terminated for convenience, Provider shall be paid for any goods and services properly provided through the termination date specified in the written notice of termination. Provider acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Provider, for County's right to terminate this Agreement for convenience, and Provider hereby waives, to the full extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

#### **ARTICLE 14. MISCELLANEOUS**

14.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided in connection with this Agreement shall be and remain the property of County and, if a copyright is claimed, Provider hereby grants to County a nonexclusive perpetual license to use the copyrighted item(s), to prepare derivative works, and to make and distribute copies to the public. In the event of termination or expiration of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Provider for the County, whether finished or unfinished, shall become the property of County and shall be delivered by Provider to the Contract Administrator within seven (7) days of termination or expiration of this Agreement by either party.

14.2 Audit Right and Retention of Records. County shall have the right to audit the books, records, and accounts of Provider and its subcontractors that are related to this Agreement. Provider and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of Provider and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and



upon request to do so, Provider or its subcontractor, as applicable, shall make same available at no cost to County in written form.

Provider and its subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Provider's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Provider in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit shall be reimbursed to the County by Provider in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Provider.

Provider shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

**14.3 Public Records.** To the extent Provider is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Provider shall:

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the services. If Provider transfers the records to County, Provider shall

destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Provider to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Provider will provide any requested records to County to enable County to respond to the public records request.

**IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8570, mnairn@broward.org, 115 S. ANDREWS AVE., SUITE 325, FORT LAUDERDALE, FLORIDA 33301.**

14.4 Truth-In-Negotiation Representation. Provider's compensation under this Agreement is based upon representations supplied to County by Provider, and Provider certifies that the wage rates, factual unit costs, and other factual information supplied to substantiate Provider's compensation, if any, are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

14.5 Public Entity Crime Act. Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Provider further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and to pursue all remedies available under applicable law.

14.6 Independent Contractor. Provider is an independent contractor under this Agreement. Provider shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

14.7 Third Party Beneficiaries. The Parties acknowledge that there are no third party beneficiaries under this Agreement.

14.8 **Notices.** In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail or by overnight courier with a contemporaneous copy via e-mail, if provided, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

**NOTICE TO COUNTY:**

Broward County Office of Regional Communications and Technology  
Attn: E911 Communications Administrator  
115 S. Andrews Ave., Suite 325  
Ft. Lauderdale, Florida 33301  
Email address: mnairn@broward.org

**NOTICE TO PROVIDER:**

West Safety Solutions Corp.  
1601 Dry Creek Dr.  
Longmont, CO 80503  
Attn: Legal Department  
Email address: n/a

14.9 **Assignment.** Neither this Agreement nor any right or interest herein may be assigned, subcontracted to a Material Subcontractor, transferred, or encumbered by Provider without the prior written consent of County, provided, however, that no such consent will be required for assignment to an affiliate of Provider or in connection with a merger, sale or acquisition. If a merger, sale or acquisition is contemplated, Provider will comply with County's reasonable requests for information and documentation related to such merger, sale or acquisition. If Provider violates this provision, County shall have the right to immediately terminate this Agreement.

14.10 **Conflicts.** Provider agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of the judgment and care required to perform under this Agreement.

14.11 **Waiver of Breach.** The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

14.12 **Compliance with Laws.** Each party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement.

14.13 **Severability.** In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

14.14 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

14.15 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

14.16 Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, PROVIDER AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

14.17 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party. Without limiting the foregoing, the terms of this Agreement shall prevail over and against any additional or contrary terms and conditions in any format or medium whatsoever including, without limitation, shrinkwrap, click-through, or terms and conditions associated with any upgrade, update, release, patch, or other modification of the System or Software, unless expressly agreed to in writing by an amendment hereto executed by authorized representatives of each party.

14.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

14.19 HIPAA Compliance. It is understood by the Parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. § 160, 162, and 164 and related statutory and regulatory provisions. In the event Provider is considered by County to be a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Provider shall fully protect individually identifiable health information as required by

HIPAA and HITECH. If requested by County, Provider shall execute a Business Associate Agreement in the form set forth at [www.broward.org/Purchasing/Pages/StandardTerms.aspx](http://www.broward.org/Purchasing/Pages/StandardTerms.aspx). Where required, Provider shall handle and secure such PHI in compliance with HIPAA, HITECH and its related regulations and, if required by HIPAA, HITECH, or other laws, shall include in its "Notice of Privacy Practices" notice of Provider's and County's uses of a client's PHI. The requirement to comply with this provision, HIPAA and HITECH shall survive the expiration or termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements if required under this Agreement.

#### 14.20 Payable Interest

14.20.1 Payment of Interest. County shall not be liable to pay any interest to Provider for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Provider waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim interest, including for post-judgment interest, if such application would be contrary to applicable law.

14.20.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

14.21 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

14.22 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority. Provider represents that it is an entity authorized to transact business in the State of Florida.

14.23 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, Provider agrees to fully comply with Section 16½-157 during the entire term of the Agreement. If Provider fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

**14.24 Drug-Free Workplace.** It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by Provider shall serve as Provider's required certification that it has or will establish a drug-free workplace in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code, and that it will maintain such drug-free workplace for the full term of this Agreement.

**14.25 Contingency Fee.** Provider represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Provider. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Provider under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

**14.26 Living Wage Requirement.** If Provider is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Broward County Code sections 26-100 – 26-105, Provider agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and Provider shall fully comply with the requirements of such ordinance. Provider shall be responsible for and shall ensure that all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

**14.27 Force Majeure.** If the performance of this Agreement, or any obligation hereunder, is prevented by any cause outside of the reasonable control of a party, including without limitation hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing or whatever means is reasonably possible and resume performance hereunder whenever and to the full extent such causes are removed. However, if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

**14.28 County Logo.** Provider shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

14.29 Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)



IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2017, and WEST SAFETY SOLUTIONS CORP., signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2017

Insurance requirements approved by  
Broward County  
Risk Management Division:

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: CPounall  
Name: Colleen Pounall  
Title: Risk Analyst

By: [Signature] 11/21/17  
Neil Sharma (Date)  
Assistant County Attorney

By: [Signature] 4/21/17  
Rene D. Harrod (Date)  
Deputy County Attorney

RDH/NS  
West Safety Solutions Corp. System Services Agreement.doc  
11/17/2017  
#223341.17

PROVIDER

WITNESSES:

West Safety Solutions Corp.

Chayn Lush  
Signature

By: Beth MEEK  
Authorized Signor

Chayn Lush  
Print Name of Witness above

BETH MEEK, VP/GM  
Print Name and Title

BRIAN J. GAWICHA  
Signature

16<sup>th</sup> day of November, 2017

Brian J. Gawicha  
Print Name of Witness above

ATTEST:

\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

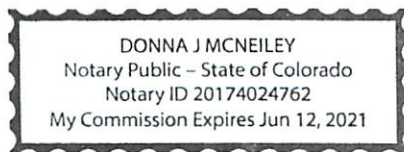
(CORPORATE SEAL OR NOTARY)

Subscribed and affirmed before me  
In the County of Boulder, State of Colorado,  
this 16<sup>th</sup> day of November, 2017.



Donna J. McNeiley  
Notary signature

(seal)



## **Exhibit A – Statement of Work**

### **1. Services Description**

#### **A. Project Overview and Request**

County seeks to upgrade the Emergency 911 call processing System (“VIPER”) and desktop operator work stations (“Power911”) Equipment and Software for the following Non-Regional PSAP sites:

1. Coral Springs (Node A):  
2801 Coral Springs Drive, Coral Springs, FL 33065
2. EOC (Node B):  
201 NW 84<sup>th</sup> Avenue, Plantation, FL 33324
3. Plantation (Remote):  
451 NW 70<sup>th</sup> Terrace, Plantation, FL 33317

This upgrade will replace current end of support VIPER and Power911 Equipment, with the exception of desktop monitors. The new Equipment will include VIPER version 5.1 and Power911 version 6.1 software. Provider shall ensure that the system settings, configuration, and call history data will not be affected by this Equipment and Software upgrade.

This project will also include the enhancement of the interface technology between the VIPER server and the third party Voice Recording System (VRS). Currently the VIPER System supports an analog VRS interface. As a result of this project, the new VIPER System will support both analog and Voice over Internet Protocol (VOIP) VRS interfaces. The project will not result in any other changes to the VIPER System or Power911 workstation functionality nor will the user interface change.

This project will also include the installation, testing and activation of broadband equipment for primary and back-up routes between the Non-Regional PSAPs and the implementation of the fully redundant Sentry monitoring upgrade for all PSAPs.

Also included in this project is the SQL 2012 upgrade for the PowerMIS, Power911, Object and Sentry servers in the Regional PSAPs and Symantec antivirus upgrade for the Power911 workstations and the VIPER system servers in all PSAPs.

Provider will ensure that the modifications provided under this Statement of Work will not adversely impact the integrity of the existing call routing and call delivery configuration of the regional and non-regional VIPER Systems.

Prior to County’s issuance of Final Acceptance, the VIPER must be Emergency Services IP Network (ESINet) capable for IP Integration, call delivery, and call processing across all VIPER nodes for Next Generation 911. Demonstration of this capability will be based upon the product

documentation indicating the service capability and architecture for support of ESINet interconnection. Actual demonstration of the capability will be provided when the County has an ESINet connection available for demonstration purposes. The Power911v6.1 and the VIPERv5.1 Software will enable the County to connect to an ESINet via an IP Network for call delivery and processing.

## **B. Equipment and Software**

Provider will provide new and replacement Software and Equipment as indicated on Exhibit A-1 and Exhibit A-2. Provider shall disconnect and store the VIPER equipment and Power911 workstations being replaced or decommissioned (i.e., the old equipment) in the PSAP receiving area, and such replaced equipment shall continue to be owned by County.

## **2. Technical Approach**

### **A. Phases**

#### **1. Project activities for all Regional PSAPs**

Project activities include the implementation of SQL2012 upgrade in the Regional PSAPs. West shall provide the software licenses, installation, configuration and testing services for the SQL2012 upgrade for the PowerMIS, Power911, Object and Sentry servers in the Central, North and South PSAPs. The SQL2012 upgrade will also include the replication between the PowerMIS in the Central PSAP and the PowerMIS in the North PSAP and testing (see section 5) to ensure that all upgraded servers functions the same as they did prior to the upgrade and existing SQL Reporting Services are available and operational. These project activities include four (4) days of onsite installation and test support.

The parties anticipate an Effective Date of December 5, 2017. The parties shall mutually agree on a commencement date for the SQL2012 upgrade in the regional PSAPs, which will occur within 60 days after Final Acceptance for the Non-Regional PSAPs, and Provider shall ensure System Cutover for the Regional PSAPs occurs no later than 60 days following the agreed upon commencement date. All project activities will occur either between the timeframes of 7 a.m. to 7 p.m. or 3 a.m. to 7 a.m., at County's discretion unless otherwise agreed by the parties, based on County's needs and possible adverse impacts to County operations.

#### **2. Project activities for all Non-Regional PSAPs**

- Implement broadband connectivity for primary and back-up routes. Provider will power up, configure and test the newly provided broadband connectivity equipment (e.g., Cisco routers). Provider will connect broadband equipment to third party vendor (AT&T) Transport Network. Provider will test primary and back-up broadband routes.
- New Power911v6.1 Workstations and Servers installation. Provider will complete the equipment staging process and installation of the Power911v.6 workstations. Provider

will conduct a site survey at least 20 days prior to the intended start date and County will provide adequate space, power, cabling, and other mutually agreed specifications to allow for installation of the Equipment and Software. Provider will power up, configure and test the new workstations.

- New VIPERv5.1 node installation. Provider will conduct VIPERv5.1 equipment staging. Provider will power up the new VIPERv5.1 node. Provider will conduct a site survey at least 20 days prior to the intended start date and County will provide adequate space, power, cabling, and other mutually agreed specifications to allow for installation of the Equipment and Software.
- Power911v6.1 circuit transfer. Provider will migrate phone circuits from old Power911 workstations to the new Power911 workstations, one circuit at the time.
- VIPERv5.1 System Testing. Provider will conduct VIPERv5.1 System testing per the criteria outlined in this Exhibit.
- Post Go Live Final Acceptance Testing Period (30 days). Provider will provide 5 days of onsite support at the commencement of the Final Acceptance testing period, unless the County Contract Administrator otherwise approves. During the remainder of County's final acceptance testing activities, Provider will provide remote support as needed.

Provider shall strictly comply with the foregoing implementation timeline and timeframes, unless County Contract Administrator otherwise expressly approves.

The parties anticipate an Effective Date of December 5, 2017. The parties shall mutually agree on a commencement date for the non-regional PSAP upgrades, and Provider shall ensure System Cutover occurs no later than 60 days following the agreed upon commencement date. If the parties execute a purchase order for all necessary Equipment and Software on or before December 8, 2017, Provider shall commence work on project activities for all non-regional PSAPs no later than January 9, 2018. All project activities will occur either between the timeframes of 7 a.m. to 7 p.m. or 3 a.m. to 7 a.m., at County's discretion unless otherwise agreed by the parties, based on County's needs and possible adverse impacts to County operations.

### **3. System Configuration and Development**

The Power911V6.1 Software includes the enhancements to the Power911 Graphic User Interface (GUI) display features listed on West's PBN--911--2016--6.1--KB. However, the GUI displays will maintain the current desktop view and configuration. West shall be responsible for the accuracy of the PBN content in the event that new GUI or VIPER features related to the this project are activated in the future, including the Message Session Reservation Protocol (MSRP) feature for text to 911.

#### **4. Interfaces**

Unless stated otherwise in this SOW, Provider will ensure that the interfaces from VIPER to the following systems will remain operational and will maintain the current functionality and specifications following Final Acceptance:

- a. ALI interface to CAD
- b. Interface to the Voice Recording System

#### **5. Maintenance and Support Services**

Provider shall provide Maintenance and Support services per Exhibit C for the software and equipment listed in Schedules 1 and 2 at the current rates until Final Acceptance. Provider shall provide Maintenance and Support for all additional equipment and software obtained under this Agreement and listed in Exhibits A-1 and A-2 per Exhibit C and the pricing set forth in Exhibit B.

#### **6. Testing**

After Provider conducts its internal test for System Cutover readiness ("System Acceptance Testing") and indicates the newly installed Equipment and Software is fully operational, County will conduct Final Acceptance Testing, with support from Provider personnel following the criteria noted in Section 5 of this document.

#### **7. Cutover and Go-Live**

Cutover and Go-Live shall occur after Provider completes all of the following activities and County has reviewed and preliminarily accepted same:

- West will provide an "Event Plan" which outlines step by step the tasks required to complete the project at least four weeks in advance of the Go-Live for internal County review and approval.
- West will work with County to provide documentation required for Change Management Requests (CMR) for internal County approval.
- West to complete the trunk circuits transition from old system to the new system, with appropriate support from County's network service providers.
- West to complete the VIPER Equipment and Software replacement.
- West to complete the Power911 Equipment and Software replacement.
- Completion of Provider's System Acceptance Test activities. These test activities include all the tests conducted by the Provider immediately after the VIPER nodes activation and Power911 Workstations circuit migration to ensure proper functioning of the E911 system.

## **8. Final Acceptance Testing**

The Final Acceptance testing phase shall include the following:

- Completion of Final Acceptance Testing by the County alongside Provider test support personnel following the criteria noted in Section 5 (Final Acceptance Test plan).
- The System must operate in live production for a period of 30 days with no Severity 1 or 2 failures, and no failure of any test criteria outlined in this Statement of Work.
- Provider will provide onsite support including issue tracking and resolution for the VIPER/Power 911 upgrade for the initial 5 business days of Final Acceptance testing. At the request of County, Provider shall remain onsite for a mutually agreed upon duration should there be any major or critical issues outstanding.

### **B. Implementation:**

The Non-Regional VIPER v5.1/Power 911 v.6 upgrade project will include the following main implementation objectives:

- Replacement of the existing Power911 workstations to Power911v6.1 workstations and servers, including SQL2012 and Symantec Anti-Virus software.
- Replacement of the existing VIPER Nodes and related equipment to VIPERv5.1.
- Implementation of new broadband network for primary and back-up routes.
- Transition all trunk circuits to the new system.
- Implement fully redundant Sentry service at Non-Regional PSAPs.

The Regional SQL2012 upgrade project will include the following main implementation objectives:

- Installation, configuration, and testing services for SQL2012 Software license for the PowerMIS, Power911, Object and Sentry servers in the Central, North and South PSAPs
- Replication between the PowerMIS in the Central PSAP and the PowerMIS in the North PSAP.
- Maintenance of the existing reporting services functionality.
- Implementation of Symantec Anti-Virus software at Regional PSAPs.
- Implement fully redundant Sentry service at Regional PSAPs.
- Complete Replicated Database setup.

### **C. Provider Responsibilities**

#### **1. Equipment/Software Upgrade**

Provider shall be responsible for the installation, setup, and configuration of the following components:

- Implementation of the SQL2012 upgrade for the PowerMIS, Power911, Object and Sentry servers in the Regional PSAPs, including the following implementation related services:



- The Provider shall back up all server data and configuration before and after upgrade of each server.
- The Provider shall upgrade the underlying software for the following servers to SQL2012:

| <b>Central PSAP</b> |            |
|---------------------|------------|
|                     | <b>Qty</b> |
| Power 911 Server*   | 1          |
| MIS Server*         | 1          |
| Object Server *     | 2          |
| Sentry Server*      | 1          |
| <b>North PSAP</b>   |            |
|                     | <b>Qty</b> |
| Object Server*      | 2          |
| MIS Server*         | 1          |
| <b>South PSAP</b>   |            |
|                     | <b>Qty</b> |
| Object Server*      | 2          |

\* For a complete list of SQL2012 software, please refer to Exhibit A- 2.

- After the software upgrade, Provider shall load the backed-up data in the respective servers.
  - After the software upgrade, Provider shall configure replication between the PowerMIS in the Central PSAP and the PowerMIS in the North PSAP.
  - After the software upgrade, Provider shall test the upgraded servers to ensure all reporting services and templates remain unchanged.
- Implementation of new Broadband Network for primary and back-up routes, including the following implementation related services:
    - Installation, configuration and testing of the newly provided broadband equipment (e.g., Cisco routers).
    - Configuration of the VIPER routers to connect to both, the AT&T ASE and AT&T Metro Ethernet networks such that Syslog (UDP port 514) and ELM agent (TCP port 1251) messages will pass between the Regional and Non-Regional systems.
    - Connection of the broadband equipment to third party vendor (AT&T) transport network.
    - Testing of the new primary and back-up broadband routes.
    - Providing Voice Quality Monitoring (also known as Single Link Monitoring) on all broadband facilities.

- Replacement of hardware for existing Power911 workstations and Object Servers with new hardware and Power911v6.1 software in the Coral Springs, Plantation and EOC PSAPs, per attached Exhibit A-1.
- Installation of seven (7) new Power911 workstations with embedded Power911v6.1 software at the EOC PSAP.
- Providing and installing Symantec Endpoint Protection Manager antivirus software, including yearly updates, as set forth on Exhibit A-1 on the following equipment in each of Regional and Non-Regional PSAPs: Viper Application Servers
  - Object Servers
  - Power911 Workstations
  - Power MIS Servers
  - Sentry Servers
  - ePrinters
  - any other equipment designated by County in writing
- Replacement of VIPER Node equipment with new hardware embedded with Viperv5.1 software in the Coral Springs, Plantation and EOC PSAPs, including the following VIPER related services:
  - Delivery of pre-configured VIPER server and workstations to the Non-Regional PSAPs receiving areas.
  - West will stage a new VIPER cabinet in a staging area next to the existing VIPER cabinet.
  - Configuration of the VIPER equipment, including, but not limited to, the following:
    - Agent entries for all local and flee-to roles.
    - Database roaming.
    - Call routing tables.
    - Configuration of NPA/NNX tables.
    - Exporting and importing existing agencies.
    - Configuration of new agency accesses for all agencies. This includes agency accesses for outbound calls and call transfers using all available Public Switched telephone Network (PSTN) facilities.
    - Interfaces properly configured for voice recording and ANI/ALI transfer to CAD systems.
    - Properly functioning re-bid processing
    - Generation of MIS reports.
  - Staging the new Power911 Workstations at the existing desks.
  - Installing each of the Power911 Workstations with cable connections to the new VIPER node.
  - Performing comprehensive tests on the Power911 workstations.

- Circuit migration from the old Power911 workstations to the newly installed workstations, one workstation at a time.
- Conducting System Acceptance Testing immediately after the VIPER node is activated and all of the Power911 Workstations circuits have been migrated.
- Decommission and erase all disk drives on the VIPER servers and Power911 workstations after all updates to the object server and relocating all decommissioned VIPER equipment and Power911 workstations to the PSAPs receiving area.
- Providing a physical IP packet-capture solution, the mechanism by which the VIPER SIP and RTP packets are securely shared with the 3rd party recorder.
- Providing a packet description document, detailing all of the VIPER SIP/RTP messages that are relevant for a 3rd party recorder.
- Replacement of the PowerMIS server with new hardware embedded with SQL2012 software in the Coral Springs and EOC PSAPs.
- Implementation of the fully redundant Sentry monitoring upgrade, including the following services and implementation to be provided by West:
  - A new Sentry server with Sentry software version 6.7 and Windows Server 2016 Operating System (with Windows Server 2012 compatibility) will be provisioned for the Coral Springs Non-Regional PSAP.
  - Upgrade of the existing Sentry server in the Central Regional PSAP to Sentry software version 6.7.
  - Two Sentry licenses added to existing configurations for Simple Mail Transfer Protocol (SMTP) monitoring of the Broward-provided email system.
  - Configuration of VIPER to send alarm messages to both Sentry servers (via Syslog).
  - Monitoring of Non-VIPER servers and workstations by both Sentry servers (West to install second Enterprise License Manager (ELM) licenses for each server and workstation).
  - West will set up a heartbeat mechanism between the Sentry servers to elect which server will send SMTP messages for alarm notifications. By default, the Regional Sentry server will send alarm notifications.
  - West will configure an SMTP Monitor on the Sentry servers, using the DNS failover functionality to ensure that the notification mechanism will automatically switch over to the secondary email if the primary server goes off line.

## **2. Interfaces**

Provider shall provide and confirm the following functioning interfaces: (1) the real-time voice recording systems, and (2) the CAD system for the purpose of passing ANI and ALI information, using the existing message format.

### **3. Documentation**

Provider will provide a draft of the step by step Event Plan, which outlines step by step the tasks required to complete the project, at least four (4) weeks prior to Go-Live for County review. At County's request, Provider will incorporate all of County's requested changes and implement the revised Event Plan upon County approval.

Provider will provide a draft of Provider's System Acceptance Test Plan for County review and approval at least four (4) weeks prior to Go-Live.

### **4. Site Survey**

If required, Provider will conduct a site survey at least 20 days prior to the intended start date to corroborate all assumptions related to the physical plant such as footprint and power, in addition to the identification of any additional miscellaneous equipment or services required to ensure smooth installation and operation of the quoted System.

### **5. Project Management**

Four (4) weeks before the implementation, Provider will assign a dedicated Project Manager who, for the duration of the project, shall:

- Ensure site survey is complete and then reviewed with the County to verify that site and system environment are ready for installation.
- Review system design.
- Ensure site and network diagram is completed as required.
- Ensure that all Material Subcontractors are approved by County.
- Ensure project kick-off meeting is scheduled with the County and held via conference call or optionally on site, at County's option.
- Perform comprehensive risk assessment and mitigation planning.
- Perform overall project coordination for all the activities assigned to West personnel and assist with the activities assigned to the County.
- Ensure weekly project status meetings are scheduled, led and documented. During these meetings, the Provider Project Manager will ensure that tasks are completed on time, risks are being mitigated and all project resources are aligned with the project's objectives.
- Ensure County configuration for equipment staging is collected and communicated to West personnel.
- Ensure that equipment staging is properly planned and completed on time.
- Ensure that equipment shipping is managed properly for on schedule arrival.
- Ensure proper coordination of on-site delivery.
- Ensure equipment receipt and validation of equipment inventory.
- Ensure Provider resources are scheduled and managed with project implementation and cut-over requirements.
- Maintain all project related communications and documentation.

- Complete site book for delivery to County upon Final Acceptance. The site book will contain a log of all the implementation tasks (e.g., installation, configuration and testing).
- Be present on site during Project Kickoff, Project Cutover, preliminary acceptance testing, and any other times outlined in this SOW or as mutually agreed by the parties.

### **3. Security/Access**

All Provider personnel performing project related activities in the PSAPs will be escorted by the Provider's authorized site support personnel when available. If Provider's authorized support personnel is not available, County staff will be responsible for escorting Provider personnel performing project related activities in the PSAPs.

### **4. Managerial Approach & Communication**

The County E911 Project Manager will coordinate all project activities alongside Provider's Key Personnel identified in Exhibit C.

### Communications Matrix

Provider shall be responsible for attending the following meetings and providing the following deliverables:

| <b>Event</b>              | <b>Objective</b>   | <b>Medium/<br/>Frequency</b>   | <b>Audience</b>         | <b>Owner</b>                         | <b>Deliverable</b>                         |
|---------------------------|--|--|-------------------------|--------------------------------------|--|
| Kickoff Meeting           | Introduce the project team, review project objectives and management approach.     | One time face to face or conference call, as determined by County              | Project Team, End Users | County's Project Manager             | Agenda; Meeting Minutes                    |
| Project Team Meetings     | Review status of the project with the team.  | Conference call- Weekly (unless determined otherwise by County)                | Project Team            | County's Project Manager             | Agenda, Meeting Minutes, Project schedule. |
| Technical Design Meetings | Discuss and develop technical design solutions for the project.                    | Face to face or conference call, frequency and format as determined by County. | Project Technical Staff | County's Subject Matter Expert (SME) | Agenda; Meeting Minutes                    |
| Project Status Reports    | Report the status of the project including activities, progress, costs and issues. | Weekly emails as deemed necessary by County.                                   | Project Team, End Users | County's Project Manager             | Project Status Report; Project schedule    |

#### 5. Final Acceptance Test Plan

A CJIS and VIPER certified Provider field technician will conduct the installation of the Provider system changes, Equipment, and Software associated with this Statement of Work. After system installation, configuration, and implementation, the Provider field technician will perform a standard Provider departure checklist.

The Final Acceptance testing detailed in this section will be performed by the County resource(s) alongside Provider test support personnel as per the criteria shown in the table below. All testing will be performed related to the configuration specifically defined in this SOW, including any modifications to the Final Acceptance Test Criteria approved in writing by both the County Contract Administrator and Provider's authorized representative.

| Test Item | Non-Regional VIPER Upgrade Test Criteria                            | County verifiable test criteria   |
|-----------|---|---|
| 1         | Verify that ANI/ALI is received on Power 911 and transferred to CAD | <ul style="list-style-type: none"> <li>• Place test 911 call to Coral Springs PSAP and verify that ANI/ALI is accurately received on Power 911 and transferred to CAD.</li> <li>• Place test 911 call to Plantation PSAP and verify that ANI/ALI is accurately received on Power 911 and transferred to CAD.</li> <li>• Place test 911 call to EOC PSAP and verify that ANI/ALI is accurately received on Power 911.</li> </ul> |
| 2         | Admin positions operation.  | <ul style="list-style-type: none"> <li>• Verify Coral Springs PSAP can make and receive admin calls.</li> <li>• Verify Plantation PSAP can make and receive admin calls.</li> <li>• Verify EOC PSAP can make and receive admin calls.</li> </ul>  |
| 3         | Test all Admin and Non-Emergency lines                              | Verify accurate call delivery and processing.   |
| 4         | Verify MIS Reporting  | Run individual PSAP reports before and after the change. The following sample report templates should be used: <ol style="list-style-type: none"> <li>1. CS 911 Call Volume</li> <li>2. PL 911 Call Volume</li> </ol> Confirm accuracy of reports.  |
| 5         | VOIP server/cluster failovers and POTS server/cluster failovers.    | Verify 911 calls are not lost during failovers.   |
| 6         | Verify Voice Calls Recording System remains operational             | Place test 911 calls to ensure proper recording in the Voice Calls Recording System.  |
| 7         | PSAP backup routes remained operational.                            | Busy out PSAP trunk circuits to test for successful re-routing of test calls to back-up PSAP.   |

| Test Item | SQL2012 Upgrade Test Criteria             | County verifiable test criteria   |
|-----------|---|---|
| 1         | Verify Power911/Object Servers Operation. | Place test calls to ensure accuracy of Object server call, incident and configuration data.   |
| 2         | Verify MIS Servers Operation              | <ol style="list-style-type: none"> <li>a. Run individual PSAP reports before and after the change.</li> <li>b. Run Regional PSAP report before and after the change.</li> </ol> |



| Test Item | SQL2012 Upgrade Test Criteria       | County verifiable test criteria   |
|-----------|-------------------------------------|---|
|           |                                     | <p>Verify call totals from the individual PSAP reports match those in the Regional report before and after the change. The following sample report templates should be used:</p> <ol style="list-style-type: none"> <li>1. CMR Regional Test Report Call Volume per [Period]</li> <li>2. CMR North Test Report Call Volume per [Period]</li> <li>3. CMR South Test Report Call Volume per [Period]</li> <li>4. CMR Central Test Report Call Volume per [Period]</li> <li>5. Undefined CMR Test Report Call Volume per [Period]</li> </ol> |
| 3         | Perform regression testing          | <ul style="list-style-type: none"> <li>• Confirm reporting templates are functional and available</li> <li>• Confirm that all reports for monthly metrics function as expected.</li> <li>• Confirm that report scheduling and distribution performs as expected.</li> </ul>   |
| 4         | Verify Central MIS data replication | <ul style="list-style-type: none"> <li>• Run the necessary tool to ensure table (s) contents in North MIS match the Central MIS table (s) contents.</li> <li>• Monitor multiple incremental data pushes to verify incremental files are pushed within the pre-determined refresh intervals.</li> <li>• Induce Replication failure to ensure the proper alarms are triggered on the Monitoring system.</li> </ul>  |
| 5         | Verify Sentry Servers Operation     | <ul style="list-style-type: none"> <li>• Induce multiple failures of monitored equipment to verify alarm event notifications via email and local alarm panel.</li> <li>• Simulate SMTP server failures and verify email alarm notifications are sent via the backup SMTP server.</li> <li>• Shut down the primary Sentry server and verify alarm monitoring functions are transferred automatically to the backup Sentry server.</li> </ul>   |

## 6. Optional Services:

### Additional Equipment, Software and Services:

Pursuant to an appropriate Work Authorization executed in accordance with the Agreement, County may acquire any other software, equipment, or services reasonably related to the System, which may include, without limitation, any of the following:

- a) VIPER System Enhancements
  - a. IP Voice Recording System Interface Upgrade
  - b. Enhanced Caller Location Technology
  - c. Call Routing Enhancements
  - d. Emergency Operations Center Buildout
  - e. Test Environment
  - f. Satellite PSAP Site configurations
  - g. VIPER Uninterruptible Power Supply Systems and Backup position batteries
  - h. Additional Training (i.e. PowerMIS, Maintenance)
  - i. Text to 9-1-1
  - j. Non-Regional PSAP configuration changes
  - k. Workforce Management interface
- b) Reporting System Updates
  - a. ECATS Reporting System with Power Metrics
  - b. Replicated Database Interface modifications with ECATS Reporting System
  - c. Interface development to CAD for Universal Caller Identification(UCID)
  - d. SQL Upgrade
- c) Network Enhancements
  - a. Custom VIPER and network configuration notification for alarm monitoring
  - b. Additional Trunking facilities for rerouting in Flee To scenarios
  - c. Transition from Metro Ethernet to ATT Switched Ethernet
- d) Next Generation 911 Assessment, Recommendations, and implementation
- e) Three Year Cycle VIPER Upgrades, Anti-Virus, and Reporting

### Transition & Disentanglement Services

The parties acknowledge and agree that upon the expiration or termination of this Agreement, the good faith efforts of Provider to facilitate the smooth, efficient, and secure transition of data and services to another Provider (or to County, to the extent applicable) without any unnecessary interruption or adverse impact on County operations ("Disentanglement") is a critical objective of the parties and a material obligation of Provider under this Agreement. All obligations of Provider under this Agreement shall be construed consistent with this objective.

At the request of County, and provided that County has paid all amounts due hereunder, Provider shall provide prompt, good faith, and reasonable assistance to County in disentangling County data, business, and operations from the Software and, to the extent applicable, transitioning to a new software, system, or provider.

**Exhibit A-1 – Software and Equipment for non-regional Public Safety Answering Point (PSAP)  
upgrade**

| Model                 | Description  | Qty      |     |
|-----------------------|--|----------|-----|
|                       |  | Replaced | New |
| <b>Coral Springs</b>  |  |          |     |
| <b>VIPER</b>          |  |          |     |
| 912802/2              | VIPER Primary Application Server                             | 1        |     |
| 912803/2              | VIPER Primary VoIP Soft Switch                               | 1        |     |
| 912822/2              | VIPER Secondary Application Server                           | 1        |     |
| 912823/2              | VIPER Secondary VoIP Soft Switch                             | 1        |     |
| 912890/BB             | Media Kit Prebuilt Building Block                            | 1        |     |
| 912800                | VIPER Gateway Shelf  | 4        |     |
| 912801/U              | CAMA Interface Module (CIM) Upgrade                          | 4        |     |
| 912811/U              | Application Server Position Access License Upgrade           | 15       |     |
| 912812/U              | PBX Access License Upgrade                                   | 12       |     |
| 912813                | 48V Power Supply and Shelf - VIPER System                    | 2        |     |
| 912814/U              | Admin Interface Module (AIM) Upgrade                         | 5        |     |
| 912817                | 7 Foot IT Cabinet  | 1        |     |
| P10008                | License to Connect Non-Intrado Recording Device              | 1        |     |
| 912820/48             | Cisco C3650-48-TS-S 48 port Switch (with stacking module)    | 2        |     |
| 912820/P              | Dual Power Supply Module for C3650                           | 2        |     |
| <b>Power Stations</b> |  |          |     |
| 911710-1              | A9C G3 Bundle - Dual Core                                    | 12       |     |
| 33150.00911753        | PWS : HDT (Headset I/F) Module                               | 12       |     |
| 911754                | PWS : MTI (Misc Tel I/F) Module                              | 12       |     |
| 911755                | PWS : TPR (Third-Party Radio I/F) Module                     | 5        |     |
| 911501                | A9C Desk Mounting Kit  | 12       |     |
| 911509                | A9-1-1 Call Handling Accessories                             | 12       |     |
| 914121/1              | IWS Workstation - Software and Configuration                 | 12       |     |
| <b>Power 911</b>      |  |          |     |
| 913100/U              | Power 911 Client Access License Upgrade                      | 12       |     |
| 913152/U              | Power 911 Add-On Recorder for Radio Upgrade                  | 5        |     |
| 913202/U              | Power 911 Server Access License Upgrade                      | 12       |     |
| 913152/CD             | ITRR Media Kit   | 1        |     |
| <b>Power MIS</b>      |  |          |     |
| 920100/CD             | Power MIS  | 1        |     |
| 920101/U              | Power MIS Concurrent Client Access License<br>(CCAL) Upgrade | 1        |     |
| 920102/U              | Power MIS Data Access License Upgrade                        | 12       |     |
| <b>ePrinter</b>       |  |          |     |

| Model                         | Description   | Qty      |     |
|-------------------------------|---|----------|-----|
|                               |   | Replaced | New |
| 917310/U                      | ePrinter Software Upgrade   | 1        |     |
| <b>Sentry</b>                 |   |          |     |
| 915100/CD                     | Sentry Software   |          | 1   |
| 915101                        | Sentry Server Console Kit   |          | 1   |
| <b>Power 911 Hardware</b>     |   |          |     |
| 914961                        | Server RACK Bundle - Type B   | 1        |     |
| <b>PowerMIS Hardware</b>      |   |          |     |
| 914961                        | IWS Server RACK Bundle - Type B   | 1        |     |
| 914422                        | Additional Backup Executive SQL Agent   | 1        |     |
| <b>ePrinter Hardware</b>      |   |          |     |
| 914102/EP                     | E-Printer Desktop   | 1        |     |
| <b>Object Server Hardware</b> |   |          |     |
| 914962                        | IWS Server RACK - Type A  | 2        |     |
| 914121/3                      | IWS Object Server - Underlying Software   | 2        |     |
| 914957                        | Rocket Port Express Quadcable DB9,PCIe Card   | 2        |     |
| <b>Sentry Hardware</b>        |   |          |     |
| 914960                        | IWS Server RACK Bundle – Type A   |          | 1   |
| <b>Common Hardware</b>        |   |          |     |
| 914956                        | 1U Keyboard/LCD/Trackball/8-Port KVM  | 1        |     |
| P10114/R                      | Backup Disk Solution for Windows Server   | 1        |     |
| <b>Network Equipment</b>      |   |          |     |
| 912810/E                      | Quad Ethernet Switch WIC  |          | 2   |
| <b>Third Party Solution</b>   |   |          |     |
| Q12953                        | Cisco 2921 Integrated Services Router-rack mountable<br>256MB CF - W/3XGE 4XEHWIC 1SM     |          | 2   |
| QD00911                       | SERVICE - Cisco SMARTnet extended service agreement<br>8X5XNBD CISCO2921 - Broward County |          | 2   |
| <b>EOC</b>                    |   |          |     |
| <b>VIPER</b>                  |   |          |     |
| 912802/2                      | VIPER Primary Application Server  | 1        |     |
| 912803/2                      | VIPER Primary VoIP Soft Switch  | 1        |     |
| 912822/2                      | VIPER Secondary Application Server  | 1        |     |
| 912823/2                      | VIPER Secondary VoIP Soft Switch  | 1        |     |
| 912890/BB                     | Media Kit Prebuilt Building Block   | 1        |     |
| 912800                        | VIPER Gateway Shelf   |          | 7   |
| 912801/U                      | CAMA Interface Module (CIM) Upgrade   | 11       |     |
| 912811                        | Application Server License  | 7        |     |
| 912811/U                      | Application Server Position Access License Upgrade  | 22       |     |

| Model                         | Description   | Qty      |     |
|-------------------------------|---|----------|-----|
|                               |   | Replaced | New |
| 912812/U                      | PBX Access License Upgrade                                | 20       |     |
| 912812                        | PBX Access License  |          | 7   |
| 912813                        | 48V Power Supply and Shelf - VIPER System                 | 2        |     |
| 912814/U                      | Admin Interface Module (AIM) Upgrade                      | 7        |     |
| 912817                        | 7 Foot IT Cabinet   | 1        |     |
| 912820/48                     | Cisco C3650-48-TS-S 48 port Switch                        | 2        |     |
| 912820/P                      | Dual Power Supply Module for C3650                        | 2        |     |
| <b>Power Stations</b>         |   |          |     |
| 911710-1                      | A9C G3 Bundle - Dual Core                                 | 20       | 7   |
| 911753                        | PWS : HDT (Headset I/F) Module                            | 20       | 7   |
| 911754                        | PWS : MTI (Misc Tel I/F) Module                           | 20       | 7   |
| 911501                        | A9C Desk Mounting Kit                                     | 20       | 7   |
| 911509                        | A9-1-1 Call Handling Accessories                          | 20       | 7   |
| 914121/1                      | IWS Workstation - Software and Configuration              | 20       | 7   |
| <b>Power 911</b>              |   |          |     |
| 913100/BAK/U                  | Power 911 Backup License Upgrade                          | 20       |     |
| 913100/BAK                    | Power 911 Backup License                                  | 7        |     |
| 913202                        | Power 911 Server Access License                           | 7        |     |
| 913202/U                      | Power 911 Server Access License Upgrade                   | 20       |     |
| <b>Power MIS</b>              |   |          |     |
| 920100/CD                     | Power MIS   | 1        |     |
| 920100/U                      | Power MIS Software, Server Software License (SSL) Upgrade | 1        |     |
| 920101/U                      | Power MIS Concurrent Client Access License (CCAL) Upgrade | 1        |     |
| 920102                        | Power MIS Data Access License                             |          | 7   |
| 920102/U                      | Power MIS Data Access License Upgrade                     | 20       |     |
| <b>ePrinter</b>               |   |          |     |
| 917310/U                      | ePrinter Software Upgrade                                 | 1        |     |
| <b>Power MIS Hardware</b>     |   |          |     |
| 914961                        | IWS Server RACK Bundle - Type B                           | 1        |     |
| 914422                        | Additional Backup Executive SQL Agent                     | 1        |     |
| <b>ePrinter Hardware</b>      |   |          |     |
| 914102/EP                     | E-Printer Desktop   | 1        |     |
| <b>Object Server Hardware</b> |   |          |     |
| 914962                        | IWS Server RACK - Type A                                  | 1        |     |

| Model                       | Description  | Qty      |     |
|-----------------------------|--|----------|-----|
|                             |  | Replaced | New |
| 914121/3                    | IWS Object Server - Underlying Software  | 1        |     |
| 914957                      | Rocket Port Express Quadcable DB9, PCIe Card   | 1        |     |
| <b>Common Hardware</b>      |  |          |     |
| 914956                      | 1U Keyboard/LCD/Trackball/8-Port   | 1        |     |
| <b>Network Equipment</b>    |  |          |     |
| 912810/E                    | Quad Ethernet Switch WIC   |          | 2   |
| <b>Third Party Solution</b> |  |          |     |
| Q12953                      | Cisco 2921 Integrated Services Router rack mountable<br>256MB CF - W/3XGE 4XEHWIC 1SM  |          | 2   |
| QD00911                     | SERVICE - Cis8X5XNBD CISCO2921 - Broward County<br>SMARTnet extended service agreement |          | 2   |
| <b>Plantation</b>           |  |          |     |
| <b>VIPER</b>                |  |          |     |
| 912803/2                    | VIPER Primary VoIP Soft Switch   | 2        |     |
| 912890/BB                   | Media Kit Prebuilt Building Block  | 1        |     |
| 912800                      | VIPER Gateway Shelf  | 4        |     |
| 912801/U                    | CAMA Interface Module (CIM) Upgrade  | 4        |     |
| 912811/U                    | Application Server Position Access License Upgrade                                     | 14       |     |
| 912812/U                    | PBX Access License Upgrade   | 24       |     |
| 912813                      | 48V Power Supply and Shelf - VIPER System  | 2        |     |
| 912814/U                    | Admin Interface Module (AIM) Upgrade   | 5        |     |
| 912817                      | 7 Foot IT Cabinet  | 1        |     |
| 912820/48                   | Cisco C3650-48-TS-S 48 port Switch   | 2        |     |
| 912820/P                    | Dual Power Supply Module for C3650   | 2        |     |
| <b>Power Stations</b>       |  |          |     |
| 911710-1                    | A9C G3 Bundle - Dual Core  | 12       |     |
| 911753                      | PWS : HDT (Headset I/F) Module   | 12       |     |
| 911754                      | PWS : MTI (Misc Tel I/F) Module  | 12       |     |
| 911755                      | PWS : TPR (Third-Party Radio I/F)  | 6        |     |
| 911501                      | A9C Desk Mounting Kit  | 12       |     |
| 911509                      | A9-1-1 Call Handling Accessories   | 12       |     |
| 914121/1                    | IWS Workstation - Software and Configuration   | 12       |     |
| <b>Power 911</b>            |  |          |     |
| 913100/U                    | Power 911 Client Access License Upgrade  | 12       |     |
| 913152/U                    | Power 911 Add-On Recorder for Radio Upgrade  | 6        |     |
| 913202/U                    | Power 911 Server Access License Upgrade  | 12       |     |
| 913152/CD                   | ITRR Media Kit   | 1        |     |
| <b>Power MIS</b>            |  |          |     |
| 920100/CD                   | Power MIS  | 1        |     |



| Model                         | Description  | Qty      |     |
|-------------------------------|--|----------|-----|
|                               |  | Replaced | New |
| 920101/U                      | Power MIS Concurrent Client Access License (CCAL) Upgrade                              | 1        |     |
| 920102/U                      | Power MIS Data Access License Upgrade  | 12       |     |
| <b>ePrinter</b>               |  |          |     |
| 917310/U                      | ePrinter Software Upgrade  | 1        |     |
| <b>ePrinter Hardware</b>      |  |          |     |
| 914102/EP                     | E-Printer Desktop  | 1        |     |
| <b>Object Server Hardware</b> |  |          |     |
| 914962                        | IWS Server RACK - Type A   | 2        |     |
| 914121/3                      | IWS Object Server - Underlying Software  | 2        |     |
| 914957                        | Rocket Port Express Quadcable DB9, PCIe Card   | 2        |     |
| <b>Common Hardware</b>        |  |          |     |
| 914956                        | 1U Keyboard/LCD/Trackball/8-Port KVM   | 1        |     |
| <b>Network Equipment</b>      |  |          |     |
| 912810/E                      | Quad Ethernet Switch WIC   |          | 2   |
| <b>Third Party Solution</b>   |  |          |     |
| Q12953                        | Cisco 2921 Integrated Services Router rack mountable 256MB CF - W/3XGE 4XEHWIC 1SM     |          | 2   |
| QD00911                       | SERVICE - Cisco SMARTnet extended service agreement 8X5XNBD CISCO2921 - Broward County |          | 2   |
| <b>Sentry Non-Regional</b>    |  |          |     |
| E10830                        | LICENSE, ELM Enterprise Manager 6.7, Class I   |          | 8   |
| E10832                        | LICENSE, ELM Enterprise Manager 6.7, Class II  |          | 96  |
| E10832                        | LICENSE, ELM Enterprise Manager 6.7, Class I, UPGRADE                                  | 10       |     |
| E10833                        | LICENSE, ELM Enterprise Manager 6.7, Class II, UPGRADE                                 | 76       |     |
| <b>Sentry Regional</b>        |  |          |     |
| 915100/CD                     | Sentry Software  | 1        |     |
| E10832                        | LICENSE, ELM Enterprise Manager 6.7, Class I, UPGRADE                                  | 11       |     |
| E10833                        | LICENSE, ELM Enterprise Manager 6.7, Class II, UPGRADE                                 | 114      |     |

| Model  | Description  | Qty      |     |
|--------|--|----------|-----|
|        |  | Replaced | New |
| 914143 | Symantec EndPoint Protection Manager (EPM) Licenses (to be renewed yearly) |          | 165 |

Exhibit A-2 – Software and Equipment for SQL2012 upgrade in regional Public Safety  
Answering Points (Regional PSAPs)

| Model                     | Description   | Qty      |     |
|---------------------------|---|----------|-----|
|                           |   | Replaced | New |
| <b>Central</b>            |   |          |     |
| Power 911 Server Software |   |          |     |
| 924143/8                  | IWS Server - Underlying Software – Windows 2012 migration package |          | 1   |
| Reporting Server Software |   |          |     |
| 924143/8                  | IWS Server - Underlying Software – Windows 2012 migration package |          | 1   |
| Object Server Software    |   |          |     |
| 924143/10                 | Windows 2012 Migration package                                    |          | 2   |
| Sentry Server Software    |   |          |     |
| 924143/8                  | IWS Server - Underlying Software – Windows 2012 migration package |          | 1   |
| Symantec Backup P10094    | Symantec backup software  |          | 1   |
| <b>North</b>              |   |          |     |
| Reporting Server Software |   |          |     |
| 924143/8                  | IWS Server - Underlying Software – Windows 2012 migration package |          | 1   |
| Object Server Software    |   |          |     |
| 924143/10                 | Windows 2012 Migration package                                    |          | 2   |
| <b>South</b>              |   |          |     |
| Object Server Software    |   |          |     |
| 924143/10                 | Windows 2012 Migration package                                    |          | 2   |



**Exhibit B – Price Schedule**

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal term, unless the contrary is expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B. Provider shall invoice for the Services provided pursuant to Exhibit of this Agreement per the Payment Milestones listed below. Each Payment Milestone may only be invoiced upon County written preliminary acceptance of the applicable Payment Milestone, except for the final Payment Milestone (“Final Acceptance”) which may only be invoiced upon County written notice of Final Acceptance.

**Payment Milestones:**

| <b>Milestones</b>   | <b>Percentage</b> | <b>Invoice Amount</b> |
|---|-------------------|-----------------------|
| Completion of Project Kickoff Meeting                     | 20%               | \$158,320.74          |
| Receipt of Shipment                                       | 30%               | \$237,481.13          |
| System Cutover for Non-Regional PSAP project activities   | 15%               | \$118,740.56          |
| Final Acceptance for Non-Regional PSAP project activities | 10%               | \$79,160.38           |
| System Cutover for Regional PSAP project activities       | 15%               | \$118,740.56          |
| Final Acceptance for Regional PSAP project activities     | 10%               | \$79,160.37           |
|   | <b>100%</b>       | <b>\$791,603.75</b>   |

In addition to the above Payment Milestones, Provider shall invoice County for the actual freight costs for goods and Equipment provided per Exhibit A simultaneously with the invoice for Payment Milestone receipt of Shipment, subject to the following not-to-exceed amount:

| <b>Description</b>                               | <b>Fees</b>                |
|--|----------------------------|
| Freight (invoiced only for actual cost incurred) | \$7,593.00 (not-to-exceed) |

The Payment Milestones above are the total amounts due from County for the provision of all goods and services stated in Exhibit A. The following itemization of Equipment, Software, Configuration, Installation and Set-Up is provided for informational purposes only. Provider shall invoice County for Equipment, Software, and Services fees only according to the Payment Milestone chart above.

**Equipment/Software Fees, Configuration, Installation and Set-Up**

| Equipment/Software Description         | Fees                |
|--|---------------------|
| VIPER                                  | \$130,731.75        |
| Power Stations                         | \$239,249.25        |
| Sentry                                 | \$20,760.00         |
| IWS Hardware                           | \$89,387.30         |
| Network Equipment and Services         | \$38,850.00         |
| Power911 Software Perpetual Licenses   | \$15,718.50         |
| PowerMIS Software Perpetual Licenses   | \$4,446.75          |
| Symantec Anti-Virus Perpetual Licenses | \$24,516.00         |
| Professional Services                  | \$227,944.20        |
| <b>Total</b>                           | <b>\$791,603.75</b> |

\*For informational purposes only, the total amount for the project is \$4,405,571.75, subject to adjustments in the future. Provider shall invoice County for Equipment, Software, and Services fees only according to the Payment Milestone chart above.

**Maintenance and Support Services**

| Specific Maintenance and Support Services      | Unit or Term                          | Invoicing              | Annual Fee   |
|--|---------------------------------------|------------------------|--------------|
| Maintenance and Support Services Per Exhibit C | Effective Date until Final Acceptance | Quarterly in arrears * | \$676,530.00 |
| Maintenance and Support Services per Exhibit C | Year 1 after Final Acceptance         | Quarterly in arrears * | \$721,275.00 |
| Maintenance and Support Services per Exhibit C | Years 2-5 after Final Acceptance      | Quarterly in arrears   | \$721,275.00 |

\*Maintenance and Support shall be pro-rated for the quarter in which Final Acceptance occurs based upon the portions of the month and the rates stated above.

**Optional Services by Purchase Order in Accordance with Section 5.1, MAC Hours Not-To-Exceed Amount**

| Optional Service | Invoicing            | Rate          |
|------------------|----------------------|---------------|
| MAC Hours        | Quarterly in arrears | \$300.00/hour |

Any travel expenses or fees incurred by Provider under this Agreement shall be the sole responsibility of Provider, unless otherwise expressly stated in this Agreement (including in Exhibit B) or applicable Work Authorization.

**Optional Software, Equipment, and Services**

The Pricing Sheets attached hereto as Exhibit B-1 identifies Provider's current price for optional services County may elect to procure in the future at the listed selling price. If Provider's standard price list changes, it will provide a copy of the updated price list to County, and will extend to County equivalent discounts to those provided in Exhibit B-1. If County elects to purchase optional Software, Equipment and Services, County shall also be entitled to any applicable promotion or discount being made generally available by Provider to other customers at the time of County's purchase.

### Exhibit B-1 – Pricing Sheet

| Item Number    | Description  | UOM | List Price (USD) | Selling Price (USD) |
|----------------|--|-----|------------------|---------------------|
| 100P000088-001 | USB to Headset Adapter with in Line Volume and Mute Cont   | EA  | \$156.00         | \$156.00            |
| 207-990000-046 | Cable Cheat - 25PR, 25', MF                                | EA  | \$150.00         | \$150.00            |
| 230-990000-001 | MODULAR 66 Connecting Block, 2x25 Pair Male                | EA  | \$170.00         | \$170.00            |
| 244P000003-001 | Combined Source Audio Cable                                | EA  | \$100.00         | \$100.00            |
| 244P000065-001 | CAMA Shelf Cable assembly (Drawing)                        | EA  | \$40.00          | \$40.00             |
| 400278/1       | Handset BLK with 9 Foot Coildcord                          | EA  | \$72.00          | \$72.00             |
| 600150         | Punch Blocks   | EA  | \$150.00         | \$150.00            |
| 911501         | A9C Desk Mounting Kit                                      | EA  | \$195.00         | \$146.25            |
| 911504         | A9C Blank Face Plate                                       | EA  | \$11.65          | \$8.74              |
| 911508         | A9C Dual Screen kit  | EA  | \$295.00         | \$221.25            |
| 911509         | A9-1-1 Call Handling Accessories                           | EA  | \$530.00         | \$397.50            |
| 911553         | A9C HDT (Headset I/F) Module                               | EA  | \$530.00         | \$397.50            |
| 911554         | A9C MTI (Misc Tel I/F) Module                              | EA  | \$775.00         | \$581.25            |
| 911555         | A9C TPR (Third-Party Radio I/F) Module                     | EA  | \$875.00         | \$656.25            |
| 911590         | Call Control Interface (CCI) Client Access License (CAL)   | EA  | \$5,995.00       | \$4,496.25          |
| 911591         | CGI Convertible License                                    | EA  | \$7,995.00       | \$5,996.25          |
| 911595         | A9-1-1 Call Handling Accessories for CCI                   | EA  | \$495.00         | \$371.25            |
| 911596/BB      | CCI TS Front Room Equipment Building Block                 | EA  | Variable         | Variable            |
| 911597/BB      | CCI TS Back Room Equipment Building Block - RFAI           | EA  | Variable         | Variable            |
| 911708         | A9C G2 Dual Screen kit                                     | EA  | \$295.00         | \$221.25            |
| 911710-1       | A9C G2 Bundle - Dual Core                                  | EA  | \$3,500.00       | \$2,625.00          |
| 911753         | PWS : HDT (Headset I/F) Module                             | EA  | \$530.00         | \$397.50            |
| 911754         | PWS : MTI (Misc Tel I/F) Module                            | EA  | \$775.00         | \$581.25            |
| 911755         | PWS : TPR (Third-Party Radio I/F) Module                   | EA  | \$875.00         | \$656.25            |
| 911756         | A9C G2 : USB I/O module                                    | EA  | \$495.00         | \$371.25            |
| 911771         | C-Blade - VIPER Primary Application Server                 | EA  | \$3,650.00       | \$3,650.00          |
| 911772         | C-Blade - VIPER Secondary Application Server               | EA  | \$3,250.00       | \$3,250.00          |
| 911773         | C-Blade - VIPER Softswitch                                 | EA  | \$2,650.00       | \$2,650.00          |
| 911775         | C-Blade - Power 911 DB Server                              | EA  | \$5,415.00       | \$5,415.00          |
| 911780         | C-Blade image - VIPER                                      | EA  | \$100.00         | \$75.00             |
| 911781         | C-Blade image - Windows                                    | EA  | \$100.00         | \$75.00             |
| 911801         | A9C G3, Desk Mounting Kit                                  | EA  | \$195.00         | \$146.25            |
| 911808         | A9C G3, Second Screen Kit                                  | EA  | \$295.00         | \$221.25            |
| 911809         | A9C G3, Call Handling Accessories                          | EA  | \$530.00         | \$397.50            |
| 911810-1       | A9C G3 Bundle  | EA  | \$5,680.00       | \$4,260.00          |
| 91151P         | 9-1-1 Ingress via SIP - License per position               | EA  | \$495.00         | \$371.25            |
| 91151P/U       | 9-1-1 Ingress via SIP - License per position Upgrade       | EA  | \$247.50         | \$247.50            |
| 912645         | ACDR & Maintenance Printers                                | EA  | \$800.00         | \$800.00            |
| 912716/24      | Cisco C2960X-24TS-L 24 port switch (without stacking modul | EA  | \$2,200.00       | \$2,200.00          |
| 912716/48      | Cisco C2960X-48TS-L 48 port switch (with stacking module)  | EA  | \$4,950.00       | \$4,950.00          |
| 912716/5       | Cisco Stacking module for C2960-X                          | EA  | \$950.00         | \$950.00            |
| 912750         | V-VIPER Cabinet  | EA  | \$2,000.00       | \$2,000.00          |
| 912760/2       | V-VIPER Core Equipment Two Position Bundle                 | EA  | \$36,100.00      | \$27,075.00         |
| 912760/3       | V-VIPER Core Equipment Three Position Bundle               | EA  | \$39,400.00      | \$29,550.00         |
| 912760/4       | V-VIPER Core Equipment Four Position Bundle                | EA  | \$47,550.00      | \$35,662.50         |
| 912760/5       | V-VIPER Core Equipment Five Position Bundle                | EA  | \$50,800.00      | \$38,100.00         |
| 912761         | HP 2530 24 Port Switch                                     | EA  | \$520.00         | \$520.00            |
| 912800         | VIPER Gateway Shelf  | EA  | \$990.00         | \$742.50            |
| 912801         | CAMA Interface Module (CIM)                                | EA  | \$2,690.00       | \$2,017.50          |
| 912801/U       | CAMA Interface Module (CIM) Upgrade                        | EA  | \$1,345.00       | \$1,008.75          |
| 912802/1       | VIPER Primary Application Server                           | EA  | \$3,650.00       | \$3,650.00          |
| 912802/2       | VIPER Primary Application Server                           | EA  | \$3,650.00       | \$3,650.00          |
| 912802/N2      | VIPER Primary Application Server (NEBS)                    | EA  | \$14,995.00      | \$14,995.00         |
| 912802/U       | VIPER Primary Application Server Upgrade                   | EA  | \$1,845.00       | \$1,383.75          |
| 912803/1       | VIPER Primary VoIP Soft Switch                             | EA  | \$2,650.00       | \$2,650.00          |
| 912803/2       | VIPER Primary VoIP Soft Switch                             | EA  | \$2,650.00       | \$2,650.00          |
| 912803/N2      | VIPER Primary VoIP Softswitch (NEBS)                       | EA  | \$13,950.00      | \$13,950.00         |
| 912803/U       | VIPER Primary VoIP Soft Switch Upgrade                     | EA  | \$1,250.00       | \$937.50            |
| 912807         | 4 Foot IT Cabinet  | EA  | \$3,300.00       | \$3,300.00          |
| 912807/BB      | 4 foot Cabinet Prebuilt Building Block                     | EA  | \$18,638.00      | \$18,638.00         |
| 912810         | IP Phone - SNOM 320  | EA  | \$350.00         | \$350.00            |
| 912810/E       | Quad Ethernet Switch WIC                                   | EA  | \$600.00         | \$600.00            |

| Item Number  | Description   | UOM | List Price (USD) | Selling Price (USD) |
|--------------|---|-----|------------------|---------------------|
| 912810/R     | 1921 Integrated Services Router                           | EA  | \$1,100.00       | \$1,100.00          |
| 912810/T1HW  | Single T1 HWIC For 1921 Router                            | EA  | \$720.00         | \$720.00            |
| 912811       | Application Server License                                | EA  | \$995.00         | \$746.25            |
| 912811/U     | Application Server Position Access License Upgrade        | EA  | \$497.50         | \$373.13            |
| 912812       | PBX Access License  | EA  | \$645.00         | \$483.75            |
| 912812/U     | PBX Access License Upgrade                                | EA  | \$322.50         | \$241.88            |
| 912813       | 48V Power Supply and Shelf - VIPER System                 | EA  | \$995.00         | \$995.00            |
| 912813/M     | 48V Power Supply Module                                   | EA  | \$804.00         | \$804.00            |
| 912814       | Admin Interface Module (AIM)                              | EA  | \$1,400.00       | \$1,050.00          |
| 912814/U     | Admin Interface Module (AIM) Upgrade                      | EA  | \$700.00         | \$525.00            |
| 912816/24    | Cisco 2960S 24 port switch                                | EA  | \$2,200.00       | \$2,200.00          |
| 912816/48    | Cisco 2960S 48 port switch                                | EA  | \$4,950.00       | \$4,950.00          |
| 912817       | 7 Foot IT Cabinet   | EA  | \$5,910.00       | \$5,910.00          |
| 912817/BB    | 7 Foot Cabinet Prebuilt Building Block                    | EA  | \$20,100.00      | \$20,100.00         |
| 912819/CD    | Cisco IOS update CD                                       | EA  | \$100.00         | \$100.00            |
| 912820/24    | Cisco C3650-24-TS-S 24 port Switch (with stacking module) | EA  | \$5,500.00       | \$5,500.00          |
| 912820/48    | Cisco C3650-48-TS-S 48 port Switch (with stacking module) | EA  | \$8,500.00       | \$8,500.00          |
| 912820/P     | Dual Power Supply Module for C3650                        | EA  | \$580.00         | \$580.00            |
| 912822/1     | VIPER Secondary Application Server                        | EA  | \$3,250.00       | \$3,250.00          |
| 912822/2     | VIPER Secondary Application Server                        | EA  | \$3,250.00       | \$3,250.00          |
| 912822/N2    | VIPER Secondary Application Server (NEBS)                 | EA  | \$14,295.00      | \$14,295.00         |
| 912822/U     | VIPER Secondary Application Secondary Server Upgrade      | EA  | \$1,497.50       | \$1,123.13          |
| 912823/1     | VIPER Secondary VoIP Soft Switch                          | EA  | \$2,650.00       | \$2,650.00          |
| 912823/2     | VIPER Secondary VoIP Soft Switch                          | EA  | \$2,650.00       | \$2,650.00          |
| 912823/N2    | VIPER Secondary VoIP Softswitch (NEBS)                    | EA  | \$13,950.00      | \$13,950.00         |
| 912823/U     | VIPER Secondary VoIP Soft Switch Upgrade                  | EA  | \$1,250.00       | \$937.50            |
| 912827       | VIPER Backroom Mounting Kit                               | EA  | \$2,667.00       | \$2,667.00          |
| 912845       | IP Phone w/ALI  | EA  | \$750.00         | \$750.00            |
| 912846       | IP Phone  | EA  | \$750.00         | \$750.00            |
| 912847       | Expansion Module (snom Vision)                            | EA  | \$600.00         | \$600.00            |
| 912850       | VIPER Integrated ACD (Per Position)                       | EA  | \$2,995.00       | \$2,246.25          |
| 912850/U     | VIPER Integrated ACD (Per Position) Upgrade               | EA  | \$1,497.50       | \$1,123.13          |
| 912855       | VIPER Voice Mail License - per endpoint                   | EA  | \$295.00         | \$221.25            |
| 912870/1T1   | Mediant 1000 Spare Part Digital Voice Module Single Span  | EA  | \$2,470.00       | \$2,470.00          |
| 912870/2T1   | Mediant 1000 Spare Part Digital Voice Module Dual Span    | EA  | \$4,650.00       | \$4,650.00          |
| 912870/4T1   | Mediant 1000 Spare Part Digital Voice Module Quad Span    | EA  | \$9,530.00       | \$9,530.00          |
| 912870/CT1   | GW - Access License - CAMA over T1 (per chassis)          | EA  | \$16,000.00      | \$12,000.00         |
| 912870/LIC   | Mediant 1000 Access License (per Chassis)                 | EA  | \$9,375.00       | \$7,031.25          |
| 912870/LIC/U | Mediant 1000 Access License (per Chassis) Upgrade         | EA  | \$4,687.50       | \$4,687.50          |
| 912871/AC    | Mediant 1000B Spare AC Power Supply Module                | EA  | \$350.00         | \$350.00            |
| 912871/BB    | Mediant 1000B Prebuilt Building Block                     | EA  | \$2,020.00       | \$2,020.00          |
| 912871/CHA   | Mediant 1000B Chassis With AC Power- W/O Telephony inte   | EA  | \$1,670.00       | \$1,670.00          |
| 912875       | Inter-Host SIP Communication Host License                 | EA  | \$3,995.00       | \$2,996.25          |
| 912875/U     | Inter-Host SIP Communication Host License Upgrade         | EA  | \$1,997.50       | \$1,997.50          |
| 912890       | VIPER Software Media Set                                  | EA  | \$100.00         | \$75.00             |
| 912890/BB    | Media Kit Prebuilt Building Block                         | EA  | \$100.00         | \$75.00             |
| 912890/U     | UPGRADE - VIPER SW Media Set                              | EA  | \$50.00          | \$37.50             |
| 912920       | ECCP Workstation License                                  | EA  | \$995.00         | \$746.25            |
| 912920/U     | ECCP Workstation License Upgrade                          | EA  | \$497.50         | \$497.50            |
| 912925       | SIP I/F to 3rd Party PBX License - Per Position           | EA  | \$1,995.00       | \$1,496.25          |
| 912950       | Software Enhancement License Fee                          | EA  | \$2,837.00       | \$2,837.00          |
| 912990/S     | VaaS One Time Fee   | EA  | Variable         | Variable            |
| 912991/S     | VaaS Power 911  | EA  | Variable         | Variable            |
| 912993/S     | VaaS Power LVR  | EA  | Variable         | Variable            |
| 912VOW       | VIPER on Wheels   | EA  | \$74,000.00      | \$55,500.00         |
| 913100       | Power 911 Client Access License (CAL)                     | EA  | \$9,995.00       | \$7,496.25          |
| 913100/BAK   | Power 911 Backup License                                  | EA  | \$999.00         | \$749.25            |
| 913100/BAK/U | Power 911 Backup License Upgrade                          | EA  | \$499.50         | \$374.63            |
| 913100/CD    | Power 911 CD Media and Documentation                      | EA  | \$100.00         | \$75.00             |
| 913100/U     | Power 911 Client Access License Upgrade                   | EA  | \$4,997.50       | \$3,748.13          |
| 913125       | ALI Gateway (PAG)   | EA  | \$10,588.24      | \$7,941.18          |
| 913152       | Power 911 Add-On Recorder for Radio (ITRR)                | EA  | \$600.00         | \$450.00            |

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|-------------|---|-----|------------------|---------------------|
| 913152/CD   | ITRR Media Kit                                      | EA  | \$100.00         | \$75.00             |
| 913152/CD/U | ITRR Upgrade Media Kit                              | EA  | \$300.00         | \$225.00            |
| 913152/U    | Power 911 Add-On Recorder for Radio Upgrade         | EA  | \$300.00         | \$225.00            |
| 913202      | Power 911 Server Access License                     | EA  | \$1,995.00       | \$1,496.25          |
| 913202/U    | Power 911 Server Access License Upgrade             | EA  | \$997.50         | \$748.13            |
| 913228      | CAD Router Software                                 | EA  | \$5,000.00       | \$3,750.00          |
| 913590/M    | Sonic Documentation                                 | EA  | \$100.00         | \$75.00             |
| 913600/S    | Satellite Box with Volume Control                   | EA  | \$500.00         | \$375.00            |
| 913601      | Digital Backup Phone Switchbox                      | EA  | \$500.00         | \$375.00            |
| 913602      | Phone Line Switch Box                               | EA  | \$500.00         | \$375.00            |
| 913605      | CC Box with Straight Cable                          | EA  | \$750.00         | \$750.00            |
| 913606      | Custom Connection Box W/Y Cable                     | EA  | \$448.00         | \$448.00            |
| 913651      | ITRR Audio Junction Box                             | EA  | \$316.00         | \$237.00            |
| 913652      | Audio Junction cable (2 audio in 1 speaker out)     | EA  | \$85.00          | \$63.75             |
| 913850/S    | IWS Viper Enabling Kit (Sonic)                      | EA  | \$3,250.00       | \$2,437.50          |
| 913928/401  | Speech Analytics Essentials for Audiologist         | EA  | \$217.00         | \$162.75            |
| 914102      | IWS Workstation                                     | EA  | \$1,395.00       | \$1,395.00          |
| 914102/BB   | IWS Workstation Prebuilt Building Block             | EA  | \$1,668.00       | \$1,668.00          |
| 914102/EP   | E-Printer Desktop                                   | EA  | \$1,715.00       | \$1,715.00          |
| 914111      | Backpack for IWS Laptop                             | EA  | \$90.00          | \$90.00             |
| 914114/1    | IWS Laptop with backpack                            | EA  | \$2,475.00       | \$2,475.00          |
| 914114/ADD  | Portable 9-1-1 Position                             | EA  | \$24,000.00      | \$18,000.00         |
| 914114/BAK  | Portable 9-1-1 Position (Back-up)                   | EA  | \$12,000.00      | \$9,000.00          |
| 914121/1    | IWS Workstation - Software and Configuration        | EA  | \$273.00         | \$273.00            |
| 914121/2    | IWS Server - Underlying Software                    | EA  | \$2,627.00       | \$2,627.00          |
| 914121/3    | IWS Object Server - Underlying Software             | EA  | \$1,398.00       | \$1,398.00          |
| 914143      | Symantec EndPoint Protection Manager (EPM) - 1 year | EA  | \$63.00          | \$63.00             |
| 914143/DU   | Symantec Antivirus Definition Updates               | EA  | Variable         | Variable            |
| 914145      | Remotely Anywhere Workstation                       | EA  | \$61.00          | \$61.00             |
| 914146      | Remotely Anywhere Server Edition                    | EA  | \$106.00         | \$106.00            |
| 914147      | Call Handling Firewall                              | EA  | \$1,350.00       | \$1,350.00          |
| 914148      | West Firewall Appliance                             | EA  | \$1,350.00       | \$1,350.00          |
| 914148/CD   | Call Handling Firewall - Media Set                  | EA  | \$100.00         | \$100.00            |
| 914170/CD   | Multiplicity KVM                                    | EA  | \$100.00         | \$100.00            |
| 914407      | NiC Additional 1GB                                  | EA  | \$121.00         | \$121.00            |
| 914414      | G2 Rackmount UPS 1000VA                             | EA  | \$1,695.00       | \$1,695.00          |
| 914421      | Additional Backup Executive Server Agent            | EA  | \$317.50         | \$317.50            |
| 914422      | Additional Backup Executive SQL Agent               | EA  | \$861.15         | \$861.15            |
| 914434/R    | HP Backup System (internal) with Rack-Mount Kit     | EA  | \$900.00         | \$900.00            |
| 914513      | Laser Printer                                       | EA  | \$1,410.00       | \$1,410.00          |
| 914514      | Color Laser Printer                                 | EA  | \$1,062.79       | \$1,062.79          |
| 914600/3    | IWS External Programmable Keypad - 24 Buttons       | EA  | \$135.00         | \$135.00            |
| 914600/4    | IWS External Programmable Keypad - 48 Buttons       | EA  | \$299.00         | \$299.00            |
| 914603      | VGA Monitor Extension Cable                         | EA  | \$33.00          | \$33.00             |
| 914603/10   | Cable Extension VGA – Video M/F, 10 ft              | EA  | \$35.00          | \$35.00             |
| 914605      | USB Extension Cable 6'                              | EA  | \$6.00           | \$6.00              |
| 914606/12   | PC Speaker Extension Cable 12ft                     | EA  | \$14.00          | \$14.00             |
| 914641      | PLANTRONICS HEADSET KIT WITH M22 BASE AMPLIFIER     | EA  | \$271.00         | \$271.00            |
| 914650      | USB Headset Adapter                                 | EA  | \$160.00         | \$160.00            |
| 914706/G6   | Dual Position Arbitrator USB and PS/2               | EA  | \$415.00         | \$415.00            |
| 914707/G6   | Quad Position Arbitrator USB and PS/2               | EA  | \$595.00         | \$595.00            |
| 914711      | Four Post Rack                                      | EA  | \$1,490.00       | \$1,490.00          |
| 914724      | Amplified Speakers (2)                              | EA  | \$23.00          | \$23.00             |
| 914840/1    | Modem DSU/CSU (Digital)- 2 units                    | EA  | \$2,550.00       | \$2,550.00          |
| 914840/2    | Modem DSU/CSU (Digital)- 1 unit                     | EA  | \$1,200.00       | \$1,200.00          |
| 914940      | I/O Control - Per Position                          | EA  | \$137.50         | \$137.50            |
| 914956      | 1U Keyboard/LCD/Trackball/8-Port KVM                | EA  | \$1,800.00       | \$1,800.00          |
| 914957      | Rocket Port Express Quadcable DB9, PCIe Card        | EA  | \$365.00         | \$365.00            |
| 914958      | Rocket Port Express Octacable DB9, PCIe Card        | EA  | \$465.00         | \$348.75            |
| 914960      | IWS Server RACK Bundle - Type A                     | EA  | \$5,415.00       | \$5,415.00          |
| 914961      | IWS Server RACK Bundle - Type B                     | EA  | \$8,595.00       | \$8,595.00          |
| 914962      | IWS Server RACK - Type A                            | EA  | \$2,673.00       | \$2,673.00          |

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|------------------|---|-----|------------------|---------------------|
| 914963           | IWS Server RACK - Type B                                      | EA  | \$4,524.00       | \$4,524.00          |
| 915000           | GPS Command Center Package - Single Network                   | EA  | \$8,040.00       | \$8,040.00          |
| 915001           | GPS Command Center Package with 2 Display Clocks and Pre      | EA  | \$9,810.00       | \$9,810.00          |
| 915001/1         | GPS Command Center Package - up to 4 networks                 | EA  | \$9,745.00       | \$9,745.00          |
| 915001/11        | GPS Command Center Package with OCKO Oscillator and Pre       | EA  | \$11,840.00      | \$11,840.00         |
| 915100/CD        | Sentry Software   | EA  | \$75.00          | \$75.00             |
| 915100/CD/U      | Upgrade - Sentry Software                                     | EA  | \$37.50          | \$28.13             |
| 915101           | Sentry Server Console Kit                                     | EA  | \$3,000.00       | \$3,000.00          |
| 915102/CD        | VIPER Alarm Monitoring Media Set                              | EA  | \$100.00         | \$100.00            |
| 915107           | 16 Port Digital I/O Controller                                | EA  | \$550.00         | \$550.00            |
| 915109/P         | Alarm Panel (Includes Power Supply)                           | EA  | \$990.00         | \$990.00            |
| 915137           | Sentry Monitoring per Node per Year                           | EA  | \$120.00         | \$120.00            |
| 915137/1         | Set-Up Fee  | EA  | \$1,500.00       | \$1,500.00          |
| 915137/SL        | Per Power 911 position remote monitoring - VIPER alarms ar    | EA  | \$120.00         | \$120.00            |
| 917310           | ePrinter Software   | EA  | \$1,600.00       | \$1,200.00          |
| 917310/U         | ePrinter Software Upgrade                                     | EA  | \$800.00         | \$600.00            |
| 919110           | Power MAP Pictometry Interface                                | EA  | \$300.00         | \$225.00            |
| 919511           | Data Manipulation Service per Day                             | EA  | \$1,500.00       | \$1,500.00          |
| 924143/10        | Windows 2012 Migration package                                | EA  | \$1,350.00       | \$1,350.00          |
| 924143/8         | IWS Server - Underlying Software - Windows 2012 migration     | EA  | \$2,560.00       | \$2,560.00          |
| 924143/9         | MS SQL 2012 migration package                                 | EA  | \$1,860.00       | \$1,860.00          |
| 950100           | Project Survey (per Site)                                     | EA  | \$1,500.00       | \$1,500.00          |
| 950104           | Professional Services (per Day)                               | LDY | \$1,500.00       | \$1,500.00          |
| 950105           | Professional Services (per Hour)                              | HR  | \$200.00         | \$200.00            |
| 950106           | Professional Services (After Hours per Hour)                  | HR  | \$300.00         | \$300.00            |
| 950400           | Pre-cut Verification  | LDY | \$1,500.00       | \$1,500.00          |
| 950500           | Post-Cutover Services   | LDY | \$1,500.00       | \$1,500.00          |
| 950510           | Project Management Services                                   | EA  | Variable         | Variable            |
| 950515           | System Architecture Services (per Day)                        | LDY | \$1,500.00       | \$1,500.00          |
| 950516           | Network Provisioning Services per day                         | EA  | \$1,500.00       | \$1,500.00          |
| 950516/P         | Premium for Network Provisioning Services                     | EA  | \$2,500.00       | \$1,875.00          |
| 950517           | Class A Standard Certification - Position Equipment           | LDY | \$350.00         | \$350.00            |
| 950518           | Class A Standard Certification - Back Room Equipment          | LDY | \$1,750.00       | \$1,750.00          |
| 950520           | Engineering Professional Services                             | EA  | Variable         | Variable            |
| 950852           | Front Room Equipment Staging - Per Position                   | EA  | \$250.00         | \$250.00            |
| 950853           | Back Room Equipment Staging - Per Cabinet                     | EA  | \$1,750.00       | \$1,750.00          |
| 950858           | Backroom Staging - Additional work when no Cabinet            | EA  | \$1,250.00       | \$1,250.00          |
| 950999/CCISUB1   | Software Subscription Service - 1 Year/Position               | EA  | \$1,200.00       | \$1,200.00          |
| 950999/DEDOSM    | Dedicated On-Site Maintenance                                 | EA  | \$150,000.00     | \$150,000.00        |
| 950999/HPMN1     | Hardware Protection Multi-Node System - 1 Year/Position       | EA  | \$350.00         | \$350.00            |
| 950999/HPMN1-3   | Hardware Protection Multi-Node Sys Back Room - 1 Year per     | EA  | \$2,000.00       | \$2,000.00          |
| 950999/HPMN1-BRD | Hardware Protect Multi-Node System - 1 Year/Back Room D       | EA  | \$2,000.00       | \$2,000.00          |
| 950999/HPMN1-BU  | Hardware Protect Multi-Node System - 1 Year/Pos - Back Up     | EA  | \$35.00          | \$35.00             |
| 950999/HPMN1-S   | Hardware Protect Multi-Node System - 1 Year/Pos - Supplen     | EA  | \$175.00         | \$175.00            |
| 950999/HPSA1     | Hardware Protection Stand Alone System - 1 Year/Position      | EA  | \$400.00         | \$400.00            |
| 950999/HPSA1-BU  | Hardware Protect Stand Alone Sys - 1 Year/Pos - Back Up Pc    | EA  | \$40.00          | \$40.00             |
| 950999/HPSA1-S   | Hardware Protect Stand Alone Sys - 1 Year/Pos - Supplemen     | EA  | \$200.00         | \$200.00            |
| 950999/ONS1-1    | On-Site Maintenance (1 Year), (per position / per year for 1  | EA  | \$3,000.00       | \$3,000.00          |
| 950999/ONS1-1-BU | On-Site Maint - 1 Year/Pos - 1 to 10 pos sys - Back Up Posit  | EA  | \$300.00         | \$300.00            |
| 950999/ONS1-1-S  | On-Site Maint - 1 Year/Pos - 1 to 10 pos sys - Supplemental   | EA  | \$1,500.00       | \$1,500.00          |
| 950999/ONS1-2    | On-Site Maintenance (1 Year), (per position / per year for 11 | EA  | \$2,750.00       | \$2,750.00          |
| 950999/ONS1-2-BU | On-Site Maint - 1 Year/Pos - 11 to 20 pos sys - Back Up Posit | EA  | \$275.00         | \$275.00            |
| 950999/ONS1-2-S  | On-Site Maint - 1 Year/Pos - 11 to 20 pos sys - Supplemental  | EA  | \$1,375.00       | \$1,375.00          |
| 950999/ONS1-3    | On-Site Maintenance (1 Year), (per position / per year for 21 | EA  | \$2,500.00       | \$2,500.00          |
| 950999/ONS1-3-BU | On-Site Maint - 1 Year/Pos - 21+ pos sys - Back Up Position   | EA  | \$250.00         | \$250.00            |
| 950999/ONS1-3-S  | On-Site Maint - 1 Year/Pos - 21+ pos sys - Supplemental Pos   | EA  | \$1,250.00       | \$1,250.00          |
| 950999/OSU       | Operating System Update Service - Per System Back Room        | LDY | \$495.00         | \$495.00            |
| 950999/PRO1      | Software Protection and Remote Technical Support - 1 Year     | EA  | \$600.00         | \$600.00            |
| 950999/PRO1-BU   | Soft Protect and Remote Tech Support - 1 Year/Pos - Back U    | EA  | \$60.00          | \$60.00             |
| 950999/PRO1-S    | Soft Protect and Remote Tech Support - 1 Year/Pos - Supple    | EA  | \$300.00         | \$300.00            |
| 950999/SUB1      | Software Subscription Service - 1 Year/Position               | EA  | \$1,500.00       | \$1,500.00          |
| 950999/SUB1-BU   | Software Sub Service - 1 Year/Position - Back Up Position     | EA  | \$150.00         | \$150.00            |

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|---------------|---|-----|------------------|---------------------|
| 950999/SUB1-5 | Software Sub Service - 1 Year/Position – Supplemental Posit     | EA  | \$750.00         | \$750.00            |
| 950999/VU     | Antivirus Signature Update Service                              | LDY | \$495.00         | \$495.00            |
| 960101        | CAT 5 CABLE   | EA  | \$225.00         | \$225.00            |
| 960102        | Cabling   | EA  | Variable         | Variable            |
| 960103        | Network Cabling   | EA  | \$250.00         | \$250.00            |
| 960108/1      | One (1) Hour of eLearning                                       | EA  | \$200.00         | \$200.00            |
| 960108/2      | Two (2) Hours of eLearning                                      | EA  | \$295.00         | \$295.00            |
| 960108/3      | Three (3) Hours of eLearning                                    | EA  | \$395.00         | \$395.00            |
| 960108/4      | Additional Connection   | EA  | \$40.00          | \$40.00             |
| 960575        | Living Expense per Day per Person                               | EA  | \$200.00         | \$200.00            |
| 960580        | Travel Fee per Person   | EA  | \$1,250.00       | \$1,250.00          |
| 960780        | Power 911 Administrator Training                                | EA  | \$1,500.00       | \$1,500.00          |
| 960800        | END USER TRAINING   | EA  | \$1,500.00       | \$1,500.00          |
| 960801        | Power 911 User Training   | LDY | \$1,500.00       | \$1,500.00          |
| 960802        | Technical Training Services (Full Class of 4 Students, Max 8hr) | LDY | \$2,000.00       | \$2,000.00          |
| 960831/1      | M201 Training per student, multi-node                           | EA  | \$2,500.00       | \$2,500.00          |
| 960833        | M400 Training per student                                       | EA  | \$2,500.00       | \$2,500.00          |
| 960835        | Guest Access Roaming  | EA  | \$1,500.00       | \$1,500.00          |
| 960836        | Windows Based Network Roaming                                   | EA  | \$1,500.00       | \$1,500.00          |
| 960837        | Windows Based Local Roaming                                     | EA  | \$1,500.00       | \$1,500.00          |
| 960838        | Position Based Roaming  | EA  | \$1,500.00       | \$1,500.00          |
| 960840        | Self Maintenance Training (on Site)                             | EA  | \$10,000.00      | \$10,000.00         |
| AS11ARF1      | TXT29-1-1 AS11 Annual Recurring Fee per PSAP (1-4 seats)        | EA  | \$750.00         | \$750.00            |
| AS11ARF2      | TXT29-1-1 AS11 Annual Recurring Fee per PSAP (5-10 seats)       | EA  | \$1,950.00       | \$1,950.00          |
| AS11ARF3      | TXT29-1-1 AS11 Annual Recurring Fee per PSAP (11+ seats)        | EA  | \$5,700.00       | \$5,700.00          |
| AS11OTF       | TXT29-1-1 AS11 One-time-fee per PSAP (all sizes)                | EA  | \$1,250.00       | \$1,250.00          |
| ARCGIS-AV     | SOFTWARE, ArcGIS Desktop Basic (Single), MapSAG                 | EA  | \$1,500.00       | \$1,250.00          |
| ARCGIS-ST     | ArcGIS Desktop Standard (Single) Software                       | EA  | \$7,000.00       | \$5,250.00          |
| ARCGIS-SVRSE  | ArcGIS, Server, Workgroup Standard, Up to 4 cores Software      | EA  | \$10,000.00      | \$7,500.00          |
| ARCGIS-SVRSW  | ArcGIS, Server, Enterprise, Standard, Up to 4 cores Software    | EA  | \$20,000.00      | \$15,000.00         |
| ARCGISSE-SUP  | ArcGIS Server Standard Enterprise Annual Maintenance            | EA  | \$2,360.00       | \$1,770.00          |
| ATXTARF1      | TXT29-1-1 AirBus Integrated Annual recurring fee per PSAP-      | EA  | \$1,500.00       | \$1,500.00          |
| ATXTARF2      | TXT29-1-1 AirBus Integrated Annual Recurring Fee per PSAP       | EA  | \$3,900.00       | \$3,900.00          |
| ATXTARF3      | TXT29-1-1 AirBus integrated Annual Recurring Fee per PSAP       | EA  | \$11,400.00      | \$11,400.00         |
| ATXTOTF1      | TXT29-1-1 integrated One-time-fee per PSAP- (1-4 seats)         | EA  | \$1,250.00       | \$1,250.00          |
| ATXTOTF2      | TXT29-1-1 integrated One-time-fee per PSAP- (5-10 seats)        | EA  | \$3,250.00       | \$3,250.00          |
| ATXTOTF3      | TXT29-1-1 integrated One-time-fee per PSAP- (11+ seats)         | EA  | \$9,500.00       | \$9,500.00          |
| BEWAREARF1    | Beware Annual Recurring Fee (1-9 Users) – Per User              | EA  | \$13,140.00      | \$13,140.00         |
| BEWAREARF2    | Beware Annual Recurring Fee (10-24 Users) – Per User            | EA  | \$20,075.00      | \$20,075.00         |
| BEWAREARF3    | Beware Annual Recurring Fee (25-49 Users) – Per User            | EA  | \$42,075.00      | \$42,075.00         |
| BEWAREARF4    | Beware Annual Recurring Fee (50-99 Users) – Per User            | EA  | \$74,460.00      | \$74,460.00         |
| BEWAREARF5    | Beware Annual Recurring Fee (100-249 Users) – Per User          | EA  | \$129,027.00     | \$129,027.00        |
| BEWAREARF6    | Beware Annual Recurring Fee (250-499 Users) – Per User          | EA  | \$274,845.00     | \$274,845.00        |
| BEWAREARF7    | Beware Annual Recurring Fee (500-999 Users) – Per User          | EA  | \$331,912.00     | \$331,912.00        |
| BEWAREARF8    | Beware Annual Recurring Fee (1000+ Users) – Per User            | EA  | \$730,730.00     | \$730,730.00        |
| BEWARECRD     | Beware Credentialing Fee Per User                               | EA  | \$10.00          | \$10.00             |
| C10036        | Power Cord Cable with A/C twist lock connector                  | EA  | \$150.00         | \$150.00            |
| CADTXT1       | TXT29-1-1 integrated with CAD - Monthly Recurring Fee - PS      | EA  | \$125.00         | \$125.00            |
| CADTXT2       | TXT29-1-1 integrated with CAD - Monthly Recurring Fee - PS      | EA  | \$325.00         | \$325.00            |
| CADTXT3       | TXT29-1-1 integrated with CAD - Monthly Recurring Fee - PS      | EA  | \$950.00         | \$950.00            |
| CCITSMRF      | Text to CAD Interface - Monthly Recurring Fee                   | EA  | \$35.00          | \$35.00             |
| CCITSMRF2     | Set-Up and Position Configuration - Monthly Recurring Fee       | EA  | \$160.00         | \$160.00            |
| CCITSO TF     | Text to CAD Interface - One Time Fee - Set-up and Position C    | EA  | \$9,500.00       | \$9,500.00          |
| E10022        | Loud Ringer With a Special Custom Software Ringing Pattern      | EA  | \$200.00         | \$200.00            |
| E10153        | ELM Class 1 System license (Server agent)                       | EA  | \$690.00         | \$690.00            |
| E10154        | ELM Class 2 System license (Workstation and IP agent)           | EA  | \$120.00         | \$120.00            |
| E10168        | ELM Class 1 System License (Server Agent) Upgrade               | EA  | \$280.00         | \$280.00            |
| E10169        | ELM Class 2 System License (Workstation & IP Agent) Upgrade     | EA  | \$50.00          | \$50.00             |
| E10219        | KEYBOARD 105 Keys English, MOUSE Optical, USB WIRED, M          | EA  | \$60.00          | \$60.00             |
| E10222        | ALARM BOX,LIGHT TOWER,4 COLOR LED,W STOP BUTTON                 | EA  | \$605.00         | \$605.00            |
| E10593        | Quad Video Card   | EA  | \$800.00         | \$800.00            |
| E10640        | LICENSE, ArcGIS, Server, Workgroup Basic, 10.1, Max 4 cores     | EA  | \$3,500.00       | \$2,625.00          |



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| E10642          | PowerOps Client Access License                               | EA  | \$7,500.00       | \$5,625.00          |
| E10643          | PowerOps Maintenance   | EA  | Variable         | Variable            |
| E10648          | PowerOps Renewal Year 3rd Party                              | EA  | Variable         | Variable            |
| E10823          | PowerOps Client Access License - UPGRADE from Power Mc       | EA  | \$1.00           | \$1.00              |
| E10827          | ENTRUST IdentityGuard, Platinum Partner Support              | EA  | \$15.00          | \$15.00             |
| E10830          | LICENSE, ELM Enterprise Manager 6.7, Class I                 | EA  | \$690.00         | \$690.00            |
| E10831          | LICENSE, ELM Enterprise Manager 6.7, Class II                | EA  | \$120.00         | \$120.00            |
| E10832          | LICENSE, ELM Enterprise Manager 6.7, Class I, UPGRADE        | EA  | \$280.00         | \$280.00            |
| E10833          | LICENSE, ELM Enterprise Manager 6.7, Class II, UPGRADE       | EA  | \$50.00          | \$50.00             |
| E10837          | CABINET, 7', TRIPP-LITE, 42U, SMARTRACK PREMIUM, SEISM       | EA  | \$3,187.00       | \$3,187.00          |
| E10851          | LICENSE, ELM Enterprise Manager 6.7, Class I, with Hot Star  | EA  | \$800.00         | \$800.00            |
| E10852          | LICENSE, ELM Enterprise Manager 6.7, Class II, with Hot Star | EA  | \$150.00         | \$150.00            |
| E10853          | LICENSE, ELM Enterprise Manager 6.7, Class I, Upgrade with   | EA  | \$380.00         | \$380.00            |
| E10854          | LICENSE, ELM Enterprise Manager 6.7, Class II, Upgrade with  | EA  | \$70.00          | \$70.00             |
| E10871          | LICENSE - Multiplicity KVM                                   | EA  | \$120.00         | \$120.00            |
| ETXTARF1        | TXT29-1-1 ECW Annual Recurring Fee for PSAPs with 1-4 po     | EA  | \$1,500.00       | \$1,500.00          |
| ETXTARF2        | TXT29-1-1 ECW Annual Recurring Fee for PSAPs with 5-10 p     | EA  | \$3,900.00       | \$3,900.00          |
| ETXTARF3        | TXT29-1-1 ECW Annual Recurring Fee for PSAPs with 11+ p      | EA  | \$11,400.00      | \$11,400.00         |
| ETXTOTF1        | TXT29-1-1 ECW One Time Fee for PSAPs with 1-4 positions      | EA  | \$1,250.00       | \$1,250.00          |
| ETXTOTF2        | TXT29-1-1 ECW One Time Fee for PSAPs with 5-10 positions     | EA  | \$3,250.00       | \$3,250.00          |
| ETXTOTF3        | TXT29-1-1 ECW One Time Fee for PSAPs with 11+ positions      | EA  | \$9,500.00       | \$9,500.00          |
| FREIGHT CHARGES | Freight Charges  | EA  | Variable         | Variable            |
| GIS-ADM-TRN     | GIS Administrative Training for MapFlex 9-1-1                | LDY | \$6,500.00       | \$6,500.00          |
| GIS-GEO-MAINT   | GIS - Geofile Maintenance Service                            | EA  | Variable         | Variable            |
| GIS-MA          | GIS Data Analysis and Reports                                | LDY | \$2,500.00       | \$2,500.00          |
| GIS-MA-NG       | NG9-1-1 GIS Data Readiness - Assessment, Analysis, and Rev   | EA  | \$5,000.00       | \$5,000.00          |
| GIS-SER         | GIS Services   | LDY | Variable         | Variable            |
| GIS-SER-UPDT    | MapFlex Data Update Service                                  | LDY | \$1,000.00       | \$1,000.00          |
| GIS-VAL         | GIS Data Validation  | LDY | \$1,500.00       | \$1,500.00          |
| ITXTARF1        | TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (    | EA  | \$1,500.00       | \$1,500.00          |
| ITXTARF2        | TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (    | EA  | \$3,900.00       | \$3,900.00          |
| ITXTARF3        | TXT29-1-1 P911 Integrated Annual Recurring Fee per PSAP (    | EA  | \$11,400.00      | \$11,400.00         |
| ITXTOTF2        | TXT29-1-1 P911 Integrated One-time-fee per PSAP (1-4 seats   | EA  | \$1,250.00       | \$1,250.00          |
| ITXTOTF4        | TXT29-1-1 P911 Integrated One-time-fee per PSAP (5-10 sea    | EA  | \$3,250.00       | \$3,250.00          |
| ITXTOTF6        | TXT29-1-1 P911 Integrated One-time-fee per PSAP (11+ seat    | EA  | \$9,500.00       | \$9,500.00          |
| MB-INS          | 911 MapBook Installation, Configuration and Training         | LDY | \$595.00         | \$595.00            |
| MB-SUP          | 911 MapBook Annual Support and Maintenance (Per Year, 2      | EA  | \$595.00         | \$595.00            |
| MF-AAS          | MapFlex 9-1-1 as a Service (Monthly)                         | EA  | \$850.00         | \$850.00            |
| MF-DMS          | MapFlex 9-1-1 Client License                                 | EA  | \$4,395.00       | \$3,296.25          |
| MF-DMS-SUP      | MapFlex 911 Annual Support and Maintenance                   | EA  | \$699.00         | \$699.00            |
| MF-DMS/C        | MapFlex 9-1-1 Client License - Conversion                    | EA  | \$4,395.00       | \$3,296.25          |
| MF-DMS/U        | MapFlex 9-1-1 Client Upgrade                                 | EA  | \$2,197.50       | \$1,648.13          |
| MF-DMSBU        | MapFlex 9-1-1 Client License (Backup)                        | EA  | \$439.50         | \$329.63            |
| MF-DMSBU/U      | MapFlex 9-1-1 Client License Upgrade (Backup)                | EA  | \$439.50         | \$329.63            |
| MF-DP-NEW       | MapFlex GIS Data Prep - New System or Major Version Upgr     | EA  | \$2,500.00       | \$2,500.00          |
| MF-DP-UPG       | MapFlex GIS Data Prep - Minor Version Upgrade                | EA  | \$1,500.00       | \$1,500.00          |
| MF-GDM-TRN      | MapFlex GIS Data Management Training                         | LDY | \$9,500.00       | \$9,500.00          |
| MF-GSE-SUP      | MapFlex GSE Updates, Annual Support and Maintenance (Pr      | EA  | \$3,995.00       | \$2,996.25          |
| MF-HW           | MapFlex Server Hardware                                      | EA  | \$6,500.00       | \$6,500.00          |
| MF-HWBU         | MapFlex Backup Server Hardware                               | EA  | \$4,500.00       | \$4,500.00          |
| MF-PIC          | MapFlex 9-1-1 Fee for Pictometry Interface Service           | EA  | \$1,000.00       | \$1,000.00          |
| MF-SRV          | MapFlex Server License                                       | EA  | \$9,995.00       | \$9,995.00          |
| MF-SRV-INS      | MapFlex Server Staging                                       | LDY | \$2,700.00       | \$2,700.00          |
| MF-SRV-SUP      | MapFlex Server Support and Maintenance                       | EA  | \$2,569.00       | \$2,569.00          |
| MF-SRV/C        | MapFlex Server License - Conversion                          | EA  | \$6,995.00       | \$6,995.00          |
| MF-SRV/U        | MapFlex Server Upgrade                                       | EA  | \$4,997.50       | \$4,997.50          |
| MS-CL           | MapSAG Concurrent Client License                             | EA  | \$2,500.00       | \$2,500.00          |
| MS-ENT          | MapSAG Data Management System                                | EA  | \$11,950.00      | \$11,950.00         |
| MS-FLT          | MapSAG Concurrent License                                    | EA  | \$11,950.00      | \$11,950.00         |
| MS-ICT          | MapSAG Individual Class Training (Per Person, Per Day)       | LDY | \$495.00         | \$371.25            |
| MS-INS          | MapSAG Installation, Configuration and Training              | LDY | \$5,600.00       | \$5,600.00          |
| MS-MB           | 911 MapBook  | EA  | \$3,950.00       | \$3,950.00          |

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| MS-SC       | SimpleCell Wireless Mapping                                     | EA  | \$3,450.00       | \$3,450.00          |
| MS-SUP      | MapSAG Annual Support and Maintenance (Per Year, 2-5)           | EA  | \$1,950.00       | \$1,950.00          |
| MS-TRN-RMT  | MapSAG Remote Installation, Configuration and Training          | LDY | \$2,500.00       | \$2,500.00          |
| MSF-SUP     | MapSAG Concurrent License Annual Support and Maintenance        | EA  | \$2,350.00       | \$2,350.00          |
| P10005      | Graphical Representation of an Installed System with Service    | EA  | \$1,400.00       | \$1,400.00          |
| P10008      | License to Connect Non-Intrado Recording Device                 | EA  | \$1,995.00       | \$1,496.25          |
| P10010      | Tap Port set  | EA  | \$10,500.00      | \$10,500.00         |
| P10011      | Mounting Kit for Server Replacement                             | EA  | \$66.00          | \$66.00             |
| P10017      | Cable Kit Audio Interface for A9C TPR audio port: A9C/CCI to EA | EA  | \$50.00          | \$37.50             |
| P10017/1    | Cable Kit Audio Interface for A9C Recorder Out: A9C/CCI to EA   | EA  | \$50.00          | \$37.50             |
| P10022      | Optional SMS Per Position Annual Recurring Fee                  | EA  | Variable         | Variable            |
| P10023      | Smart 911 Installation One Time Fee (OTF) per PSAP              | EA  | \$5,000.00       | \$5,000.00          |
| P10024      | LICENSE - Smart911 Per Position Annual Recurring Fee            | EA  | \$3,500.00       | \$3,500.00          |
| P10025      | Smart 911 License (51 to 99 positions) Annual Recurring Fee     | EA  | \$5,500.00       | \$4,125.00          |
| P10026      | Smart 911 License (100+ positions) Annual Recurring Fee (AF EA  | EA  | \$4,000.00       | \$3,000.00          |
| P10027      | ClearStats - License and software BOM                           | EA  | \$2,030.00       | \$1,522.50          |
| P10028      | ClearStats Server Software License (SSL)                        | EA  | \$1,030.00       | \$772.50            |
| P10028/CD   | ClearStats Software Media                                       | EA  | \$100.00         | \$75.00             |
| P10029      | ClearStats Concurrent Client Access License (CCAL)              | EA  | \$900.00         | \$675.00            |
| P10032      | Upgrade Continuity Service (VOW Loaner)                         | EA  | \$3,600.00       | \$3,600.00          |
| P10035      | PowerOps Software Media   | EA  | \$100.00         | \$75.00             |
| P10035/U    | PowerOps Software Media Upgrade                                 | EA  | \$50.00          | \$37.50             |
| P10037      | ENTRUST IdentityGuard, Token & License                          | EA  | \$15.00          | \$15.00             |
| P10040      | Span Port Set   | EA  | \$995.00         | \$995.00            |
| P10061      | KCS Server Hardware Bundle                                      | EA  | \$9,635.00       | \$9,635.00          |
| P10062      | ITS Service (Annual)  | EA  | \$1,800.00       | \$1,800.00          |
| P10063      | ITS Equipment   | EA  | \$1,875.00       | \$1,875.00          |
| P10064      | ITS Service (Monthly)   | EA  | \$150.00         | \$150.00            |
| P10065      | Training Manual - M100 On-Line trainingClass delivered in a     | EA  | \$1,250.00       | \$1,250.00          |
| P10066      | ePrinter Server Cable Kit                                       | EA  | \$16.00          | \$16.00             |
| P10084      | 22" Touchscreen Monitor   | EA  | \$1,570.00       | \$1,570.00          |
| P10087      | CCS Training  | LDY | \$1,500.00       | \$1,500.00          |
| P10088      | ACD CCS Training  | LDY | \$1,500.00       | \$1,500.00          |
| P10089      | MapFlex 9-1-1 Call Taker Training                               | LDY | \$1,500.00       | \$1,500.00          |
| P10090      | MapFlex 9-1-1 Administrator Training                            | LDY | \$1,500.00       | \$1,500.00          |
| P10092      | HP RDX removable disk backup system (internal)                  | EA  | \$250.00         | \$250.00            |
| P10093      | 2 TB removable disk cartridge                                   | EA  | \$500.00         | \$500.00            |
| P10094      | Symantec backup software  | EA  | \$2,000.00       | \$2,000.00          |
| P10096      | 20" LED Backlit Monitor   | EA  | \$271.00         | \$271.00            |
| P10097      | 23" LED Backlit Monitor   | EA  | \$420.00         | \$420.00            |
| P10109      | Power Reports MIS   | EA  | Variable         | Variable            |
| P10110      | Power Reports ACD Customer Bundle                               | EA  | \$1,500.00       | \$1,500.00          |
| P10114/D    | Backup Disk Solution for Windows Server (Desktop)               | EA  | \$2,750.00       | \$2,750.00          |
| P10114/R    | Backup Disk Solution for Windows Server (Rack-Mount)            | EA  | \$3,400.00       | \$3,400.00          |
| P10121      | Remote MapFlex Configuration                                    | LDY | \$1,500.00       | \$1,500.00          |
| P10148      | TXT29-1-1 All Router Monitoring                                 | EA  | \$85.00          | \$85.00             |
| P10149      | Power Locate Annual Recurring Fee for PSAPs with 1-4 posit      | EA  | \$1,500.00       | \$1,500.00          |
| P10150      | Power Locate Annual Recurring Fee for PSAPs with 5-10 posit     | EA  | \$3,900.00       | \$3,900.00          |
| P10151      | Power Locate Annual Recurring Fee for PSAPs with 11+ posit      | EA  | \$11,400.00      | \$11,400.00         |
| P10152      | POWER LOCATE - (17+ Seats) Annual Fee                           | EA  | \$12,200.00      | \$12,200.00         |
| P10166      | BEWARE - Small - Population <25k - All of Beware - Annual F     | EA  | \$9,360.00       | \$9,360.00          |
| P10167      | BEWARE - Medium - Population 26k-100k - All of Beware - A       | EA  | \$10,560.00      | \$10,560.00         |
| P10168      | BEWARE - Large - Population 101k-250k - All of Beware - Anr     | EA  | \$11,040.00      | \$11,040.00         |
| P10169      | BEWARE - Ex-Large - Population <251k - All of Beware - Ann      | EA  | \$12,480.00      | \$12,480.00         |
| P10170      | LICENCE - Smart911 License Per Backup Position Annual Rec       | EA  | \$350.00         | \$350.00            |
| P10179      | Call Handling Installation and Configuration Certification      | LDY | \$6,500.00       | \$6,500.00          |
| P10190      | Power Metrics SQL License                                       | EA  | \$1,000.00       | \$1,000.00          |
| P10192      | Power Metrics Advanced - Service set-up: No RDDM                | EA  | \$2,250.00       | \$2,250.00          |
| P10193      | Power Metrics Advanced - Service set-up: single RDDM            | EA  | \$4,000.00       | \$4,000.00          |
| P10195      | Power Metrics Advanced - Service set-up: single RDDM-Sen        | EA  | \$7,000.00       | \$7,000.00          |
| P10196      | Power Metrics Advanced - Extra RDDM                             | EA  | \$3,100.00       | \$3,100.00          |
| P10197      | Power Metrics Advanced - Extra RDDM-Server Class                | EA  | \$5,800.00       | \$5,800.00          |

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| P10198      | Power Metrics - Service set-up: No RDDM                     | EA  | \$3,000.00       | \$3,000.00          |
| P10199      | Power Metrics - Service set-up: single RDDM                 | EA  | \$4,700.00       | \$4,700.00          |
| P10200      | Power Metrics - Service set-up: single RDDM: MIS Enabled    | EA  | \$4,700.00       | \$4,700.00          |
| P10201      | Power Metrics - Service set-up: single RDDM-Server Class    | EA  | \$8,750.00       | \$8,750.00          |
| P10202      | Power Metrics - Extra RDDM                                  | EA  | \$3,100.00       | \$3,100.00          |
| P10203      | Power Metrics - Extra RDDM-Server Class                     | EA  | \$5,800.00       | \$5,800.00          |
| P10205      | Power Metrics Advanced - 1-2 pos. annual service per PSAP   | EA  | \$1,904.00       | \$1,904.00          |
| P10206      | Power Metrics Advanced - 3-4 pos. annual service per PSAP   | EA  | \$2,124.00       | \$2,124.00          |
| P10207      | Power Metrics Advanced - 5-9 pos. annual service per PSAP   | EA  | \$2,610.00       | \$2,610.00          |
| P10208      | Power Metrics Advanced - 10-19 pos. annual service per PSAP | EA  | \$3,095.00       | \$3,095.00          |
| P10209      | Power Metrics Advanced - 20-39 pos. annual service per PSAP | EA  | \$3,580.00       | \$3,580.00          |
| P10210      | Power Metrics Advanced - 40-75 pos. annual service per PSAP | EA  | \$4,066.00       | \$4,066.00          |
| P10211      | Power Metrics Advanced - 76+ pos. annual service per PSAP   | EA  | \$12,133.00      | \$12,133.00         |
| P10219      | Power Metrics Suite - Annual access contract per PSAP       | EA  | \$960.00         | \$960.00            |
| P10221      | Power Metrics - 1-4 pos. annual service per PSAP            | EA  | \$1,650.00       | \$1,650.00          |
| P10222      | Power Metrics - 5-9 pos. annual service per PSAP            | EA  | \$2,300.00       | \$2,300.00          |
| P10226      | MODULE, TRANSCEIVER, SFP, Gigabit Ethernet, Single-mode     | EA  | \$600.00         | \$600.00            |
| P10227      | MODULE, TRANSCEIVER, SFP, Gigabit Ethernet, Multimode F     | EA  | \$300.00         | \$300.00            |
| P10228      | TX129-1-1 Charlotte Mecklenburg Service Connectivity (Mor   | EA  | \$1,040.00       | \$1,040.00          |
| P10301      | Power Metrics Suite - Agent Statistics Module               | EA  | \$1,250.00       | \$1,250.00          |
| P10302      | Power Metrics Suite - Ad-Hoc and Raw Data Activity Audit M  | EA  | \$1,250.00       | \$1,250.00          |
| P10303      | Power Metrics Suite - Friendly Trunk Line Name Manager M    | EA  | \$1,250.00       | \$1,250.00          |
| P10304      | Power Metrics Suite - Abandoned Call Workstation Summar     | EA  | \$450.00         | \$450.00            |
| P10305      | Power Metrics Suite - Called Back Summary Report            | EA  | \$450.00         | \$450.00            |
| P10306      | Power Metrics Suite - Class of Service All Change Summary   | EA  | \$450.00         | \$450.00            |
| P10307      | Power Metrics Suite - Daily Invalid All Report              | EA  | \$450.00         | \$450.00            |
| P10308      | Power Metrics Suite - Dynamic Class of Service Report       | EA  | \$450.00         | \$450.00            |
| P10309      | Power Metrics Suite - Top 20 Busiest Hours Graphing Break   | EA  | \$450.00         | \$450.00            |
| P10311      | Power Metrics Suite - Real-Time Dashboard One Time Fee      | EA  | \$1,300.00       | \$1,300.00          |
| P10312      | Power Metrics Suite - Real-Time Dashboard Annual Recurrin   | EA  | \$1,560.00       | \$1,560.00          |
| Q914410     | IWS Workstation Tower UPS - 1000VA                          | EA  | \$740.00         | \$740.00            |
| SALES TAXES | Sales Taxes   | EA  | Variable         | Variable            |
| SC-INS      | SimpleCell Installation, Configuration and Training         | LDY | \$595.00         | \$595.00            |
| SC-SUP      | SimpleCell Annual Support and Maintenance (Per Year, 2-5)   | EA  | \$595.00         | \$595.00            |
| SFT-DEV     | Software Development Services (Per Hour)                    | LDY | \$157.50         | \$118.13            |
| SUP-HR      | Support Costs - Non-contracted or non-covered (Per Hour)    | LDY | \$157.50         | \$118.13            |
| TCCOTF1     | TCC Status Change Provisioning One-Time-Fee per PSAP (1-4   | EA  | \$1,250.00       | \$1,250.00          |
| TCCOTF2     | TCC Status Change Provisioning One-Time-Fee per PSAP (5-1   | EA  | \$3,250.00       | \$3,250.00          |
| TCCOTF3     | TCC Status Change Provisioning One-Time-Fee per PSAP (11+   | EA  | \$9,500.00       | \$9,500.00          |
| TX129-1-1   | TriTech Integrated Annual Recurring Fee per PSAP            | EA  | \$1,500.00       | \$1,500.00          |
| TX129-1-1   | TriTech Integrated Annual Recurring Fee per PSAP            | EA  | \$3,900.00       | \$3,900.00          |
| TX129-1-1   | TriTech Integrated Annual Recurring Fee per PSAP            | EA  | \$11,400.00      | \$11,400.00         |
| TX129-1-1   | TriTech Integrated One-time-fee per PSAP (1-4 Se            | EA  | \$1,000.00       | \$1,000.00          |
| TX129-1-1   | TriTech Integrated One-time-fee per PSAP (5-10 S            | EA  | \$1,250.00       | \$1,250.00          |
| TX129-1-1   | TriTech Integrated One-time-fee per PSAP (11+ S             | EA  | \$2,500.00       | \$2,500.00          |
| TX129-1-1   | Web Annual Recurring Fee per PSAP (1-4 seats)               | EA  | \$1,500.00       | \$1,500.00          |
| TX129-1-1   | Web Annual Recurring Fee per PSAP (5-10 seats)              | EA  | \$3,900.00       | \$3,900.00          |
| TX129-1-1   | Web Annual Recurring Fee per PSAP (11+ seats)               | EA  | \$11,400.00      | \$11,400.00         |
| TX129-1-1   | Web Initiation Feature Annual Recurring Fee per             | EA  | \$750.00         | \$750.00            |
| TX129-1-1   | Web Initiation Feature Annual Recurring Fee per             | EA  | \$2,345.00       | \$2,345.00          |
| TX129-1-1   | Web Initiation Feature Annual Recurring Fee per             | EA  | \$6,560.00       | \$6,560.00          |
| TX129-1-1   | Web One Time Fee per PSAP (1-4 seats)                       | EA  | \$1,250.00       | \$1,250.00          |
| TX129-1-1   | Web One Time Fee per PSAP (5-10 seats)                      | EA  | \$3,250.00       | \$3,250.00          |
| TX129-1-1   | Web One Time Fee per PSAP (11+ seats)                       | EA  | \$9,500.00       | \$9,500.00          |

## **Exhibit C - Maintenance and Support Services**

County's Office of Regional Communications and Technology ("ORCAT") currently uses Provider's E911 VIPER Phone System ("VIPER"), Power911 client workstations, PowerOPS (real time call activity monitor), and PowerMIS Reporting System which provide the County with the ability to accept 911 calls from the public, and deliver these calls to call takers at the three (3) regional Public Safety Answering Points (PSAPs) and three (3) non-regional PSAPs for 911 call processing. All components listed above provided by Provider comprise the System as referenced herein.

Provider shall provide maintenance, core support services, and on-site support services as set forth in this Exhibit C for all Software currently supported and Software listed in Exhibit A-1, Exhibit A-2, and Schedule 1, and all Equipment currently supported and Equipment listed in Exhibit A-1, Exhibit A-2, and Schedule 2.

### **1. System Maintenance and Support Services Generally**

Provider shall provide County with Maintenance and Support Services so as to ensure and maintain optimal performance of the System consistent with the Statement of Work and the Documentation, which service shall include the following:

- Timely response and resolution of any errors, defects, malfunctions or other issues affecting the use or performance of the System (collectively, "Events") in keeping with the Required Response Times stated below;
- Providing and facilitating the installation of updates, upgrades and releases as they are made available to Provider's other clients;
- Notification of patches and updates affecting security, and applying, testing, and validating the appropriate patches and updates and/or workarounds on a test version of the application before distribution;
- On-call availability via telephone and e-mail during normal business hours to receive and respond to inquiries or questions from County regarding use, operation, or functionality of the System;
- Emergency availability via telephone and e-mail after hours to receive and respond to specific technical problems and questions relating to the operation or functionality of the System;
- Use of ongoing best efforts to maintain the optimal functioning of the Software, to correct programming and coding errors, and to provide solutions to known errors affecting the operation of the System;
- Routine notification to County as it becomes available of new or updated information pertaining to the System and the Documentation; and
- Monitoring of System alarms via email notifications to the Provider Help Desk, and the Help Desk will contact Provider's dedicated on-site technicians (the "Local Technicians") and County.

**Maintenance, Core Support Services, and Onsite Support Services**

Provider shall provide maintenance, core support services, and onsite support services for all Equipment, Software and interfaces which are currently in place and for those which may be provided to County by Provider in the future at the following PSAPs (the location and number of PSAPs may be modified by County Contract Administrator on written notice to Provider):

- |              |   |
|--------------|---|
| Regional     | 1) South PSAP - Pembroke Pines, Florida<br>2) Central PSAP - Sunrise, Florida<br>3) North PSAP - Coconut Creek, Florida                                       |
| Non-Regional | 1) Plantation PSAP - Plantation, Florida<br>2) Coral Springs PSAP - Coral Springs, Florida<br>3) Emergency Operations Center (EOC) PSAP - Plantation, Florida |

The Equipment and Software (including interfaces) currently in place and which are supported by Provider under this Agreement are set forth on Schedule 1 (Software and interfaces) and Schedule 2 (Equipment). To the extent the Equipment and Software identified in Exhibits A-1 and A-2 pass Final Acceptance Testing, such Equipment and Software is automatically included in Schedules 1 and 2 as applicable. Provider and County Contract Administrator shall periodically review and amend Schedule 1 and Schedule 2 in writing, which amended versions shall automatically update and replace the applicable Schedule attached hereto.

**2. Service Descriptions and Service Requirements**

Provider shall be responsible for the following Services and requirements:

a. **Equipment Protection**

Provider shall provide the following Services to ensure Equipment protection which provides replacement of non-functioning or defective Equipment components provided by Provider at no additional cost to County:

- Provider shall maintain an adequate inventory of critical spare parts to service the maintenance and support needs of the all Equipment and Software provided by Provider or its third-party vendors.
- Provider shall provide replacement or refurbished parts for any critical non-functional Equipment provided by Provider within two hours of root cause identification utilizing spare parts inventory for critical parts (i.e., parts associated with Severity 1 or Severity 2 Service Levels below) at no additional cost to the County as part of County's On-site & Hardware Protection service coverage (see Exhibit B-1).
- Provider shall provide replacement or refurbished parts for all non-functional Equipment provided by Provider within forty-eight (48) business hours of notice of Equipment failure utilizing a remote inventory for all other non-critical parts at no additional cost to the County as part of County's Hardware Protection service coverage.

b. Inventory

Provider shall ensure an inventory of critical spare parts are available within a Provider supplied storage facility within County and Provider shall provide County a list of critical spare parts in the storage facility within thirty (30) days after execution of this Agreement and on an annual basis thereafter, unless otherwise agreed by the parties. Critical parts are deemed as Provider provided components necessary to meet the Service Level Matrix response time and resolution time goals. Critical parts include third party Provider-provided network switches and server components. Provider shall ensure the inventory and availability of critical Equipment parts required for the Public Safety Answering Point (PSAP) to process calls.

c. Onsite Support Services

Provider shall provide the following on-site support services:

- Provider shall provide Local Technicians onsite at the PSAPs to respond and resolve ticket requests within the service levels listed in the Service Level Matrix. By mutual agreement, the parties may increase or decrease the number of on-site technicians and will agree to the timeline for implementation of the applicable decrease or increase.
- The Local Technicians will provide Services as needed among the six (6) PSAP locations, and shall also develop and implement Change Management Requests (CMRs), work with other third-party vendors of County to triage, troubleshoot, address problems where interfaces/integration is within scope, plan and implement patch upgrades, and participate in bi-weekly meetings to provide status on issues and requests, root cause analysis of issues reported, and System enhancements. Root cause shall be the factor identified through troubleshooting that caused the issue or problem and shall be eliminated with a permanent solution.
- Local Technicians shall meet or exceed the response times outlined in the Service Level Matrix below twenty-four (24) hours a day, seven (7) days per week and 365 days per year.
- Local Technicians shall be capable of resolving Equipment, Software, and Internet Protocol (IP) network related problems.
- At least one of the Local Technicians shall be trained and proficient in MIS system reporting for timely resolution of problems with report scripts, data discrepancy, data loading from Power911 to PowerMIS, and the PowerMIS Extract for Replication.
- Provider's Local Technicians shall, at the request by County, provide any moves, adds, or changes (MAC) as requested and approved by the County and the local West Safety Services Supervisor, provided such work does not exceed the dedicated full-time services of the assigned Local Technicians. Provider shall utilize regular technician hours for any MAC requests if feasible. Provider may, per the rates set forth in Exhibit B, invoice County for any overtime charges incurred for technicians working on MAC changes, outside of Business Hours and change windows (defined as 3 a.m. to 7 a.m.,

Monday-Friday), subject to the limitations set forth in the Agreement and pre-approval from County Contract Administrator.

- Mutually agreed to Move, Add, or Changes to the client configuration may be included in lieu of regular maintenance activities at no extra charge.
- Provider shall perform preventive maintenance on a monthly basis at each of the PSAPs. The final reports of the preventive maintenance outcome shall be provided on a monthly basis to the County. Preventive Maintenance shall include, but not be limited to maintenance to verify and perform backups on all systems, verify Cama Interface Module registration, verify server status, available storage capacity on positions and servers, server memory and CPU utilization, hard drive checks, error log checks, alarm log checks, check error lights, firmware checks, and any other preventive maintenance activities mutually agreed upon between the County and the Provider on a monthly basis to avoid unexpected failures of the System or components of the System (e.g. Power OPS, PowerMIS).
- Provider shall provide and maintain an updated backup schedule of all backups associated with the VIPER System and its associated components and ensure that Provider generates the backup process as an automatic process which runs successfully as scheduled on a weekly and monthly basis.
- Provider shall develop a step-by-step Method of Procedure (MOP) that comprehensively accounts for all potential impacts to the operation for all Change Management Requests and proper notification to the stakeholders.
- Provider shall complete all System Acceptance Testing as outlined in the Change Management Request (CMR) for E911 VIPER System changes. Provider shall send an email to key stakeholders after each CMR has been successfully tested and completed by Provider.
- Provider's Help Desk shall proactively address problems reported or detected by an alarm condition and ensure that a ticket is open, the problem is assigned and resolved in a timely manner.
- All tickets opened and closed by Provider will include automatic email notification to County's Contract Administrator.

d. Remote Monitoring

Provider shall provide remote monitoring as follows:

- Provider shall provide real time system monitoring at Provider's Network Operations Center (NOC) for all County VIPER Systems at all PSAP locations.
- Monitoring and automatic dispatch by the Provider NOC shall be provided on problems impacting County's ability to receive and/or process calls. Dispatch shall be based on the agreed upon service levels outlined under the Service Level Matrix.
- According to the alarm definitions defined by the County and agreed upon by

Provider, Provider shall ensure that the Sentry Alarm configuration and notification process shall be set up to provide notification electronically via email as each alarm occurs to Provider and the County.

- Provider shall proactively monitor and notify electronically via email the County Contract Administrator (and any other email addresses as requested in writing by the County Contract Administrator) of issue detection, tracking, and resolution.
- Provider shall dispatch Local Technicians onsite as specified in the Service Level Matrix for all alarm events that impact a call taking position on the floor or major / critical components of the System that shall inhibit the County's ability to process calls.

e. Remote Technical Support

Provider shall provide remote technical support as follows:

Provider shall serve as the initial level of support via a toll-free telephone number to the Provider's Help Desk to respond to any alarm conditions and resolve any system problems detected by the System monitoring process. Provider shall notify the County via phone call and/or email regarding any critical, major alarm conditions discovered through the alarm monitoring process. Provider's Help Desk shall engage other Provider resources and notify the County via phone call and/or email should onsite dispatch be required.

f. Service Coverage

Provider shall ensure the following service coverage is provided:

- Coverage shall be 24 hours a day, seven (7) days per week, 365 days per year with full time dedicated onsite technicians and Help Desk support.
- PSAP coverage schedule for the Local Technicians shall be from the hours of 7:00am – 6:00pm, with the exception of schedule changes associated with CMR implementations.
- During an emergency event activation (e.g., storm, PSAP evacuations, etc.) technicians may be required to be dispatched on-site for eight (8) to twelve (12) hour shifts, which may include twenty-four (24) hours coverage as needed by County under safe and reasonable conditions. County will inform Provider of emergency coverage at least seventy two (72) hours prior to emergency activation when possible. In the event seventy two (72) hour prior notification is not possible, the County should make best efforts to notify Provider of Provider technician coverage for emergency event notification.

**3. Software and Equipment Upgrades**

Provider shall inform County of all Software and Equipment end of sale and end of support dates at least one (1) year in advance to allow ample time to secure any required funding and complete the upgrades to the latest supported releases.



Provider shall provide Software updates and patches at no additional costs to County. Provider shall install all Software upgrades, new releases, updates, and patches using the Broward County Change Management Request Process. Provider shall coordinate with County to review new Software releases as they are released by Provider’s product management.

Provider shall schedule the implementation of all updates, upgrades, patches and new Software releases with the prior written approval of County. Provider shall develop and obtain approval beforehand from the County for a step-by-step event plan and method of procedure which lists every activity, duration of the activity, and scheduled time for the activity during an upgrade.

Provider shall ensure that Equipment and Software are kept up to date with all lifecycle updates to maintain ongoing support. Lifecycle updates for the System and all component subsystems (including without limitation VIPER System, Power OPS, Power MIS, and Power911 Stations, Operating System, and Databases), and other software updates shall be provided by Provider.

**4. Response Times and Severity Levels**

Maintenance and Support Services shall be provided via telephone, electronic communication, on-site, or as otherwise appropriate to address the issue. Any update, upgrades, releases, or other modifications to the Software shall be provided via electronic communication and for download via the Internet, if practicable. To the extent necessary to resolve an Event or other support request, Provider shall provide support on-site at any office or location of a Broward County agency. Provider agrees that its personnel shall be suitably trained in the operation, Maintenance and Support of the Software and System. If in the reasonable opinion of County, the personnel provided are not acceptable, Provider agrees to provide suitable replacements.

Required Response Times. Upon notice by County of an Event, Provider shall address and resolve the Event consistent with the following priority, response and resolution levels:

***Service Level Matrix***

| <b>Severity Level</b>                        | <b>Definition</b>   | <b>Remote Response Time After Notice</b> | <b>Onsite Response Time After Notice</b> | <b>Resolution Time After Notice</b>   |
|--|---|--|--|---|
| 1<br>(Critical)<br>(Emergency Service Times) | Severity Level 1 problems involve a System failure and a major loss of functionality that renders either the Regional or Non Regional PSAPs inoperable. | 15 Minutes                               | 2 Hours                                  | Provider to dedicate available resources and work 24/7 until resolved or reduced to Severity Level 3 or below |

| Severity Level   | Definition  | Remote Response Time After Notice | Onsite Response Time After Notice | Resolution Time After Notice  |
|--|---|-----------------------------------|-----------------------------------|---|
| <p>2<br/>(Severe)<br/>(Emergency Service Times)</p>      | <p>Severity Level 2 problems involve the failure or loss of functionality of non-critical functional components or features, while the System itself remains operable.<br/>Severity Level 2 involves a major impact such as a loss of 10% of call taking capacity overall for either Regional or Non-Regional PSAPs, or 50% at any individual PSAP or a loss of all of dispatch or the loss of a major functionality (e.g. major or critical Sentry alarm conditions, total loss of Text delivery, no delivery of either ANI or ALI).</p> | <p>15 minutes</p>                 | <p>2 Hours</p>                    | <p>Provider to work until resolved or reduced to Severity Level 3 or below</p>  |
| <p>3<br/>(Non-Critical)<br/>(Regular Response Times)</p> | <p>This class of problem requires action from the Help Desk within a short time.<br/>Severity Level 3 problems may cause performance degradation or system components (e.g. PowerMIS, PowerOPS) to malfunction or fail.<br/>Severity Level 3 may involve one position non- functioning. Also included is the Replicated Database, Reporting System database corruption, and data discrepancies.</p>   | <p>2 Hours</p>                    | <p>8 hours*</p>                   | <p>West to work until resolved, which may include a program code correction in a future maintenance release.</p>                              |
| <p>4<br/>(Minor)<br/>(Regular Response Times)</p>        | <p>Issues under this severity are non-service affecting. This severity also includes enhancement requests.</p>  | <p>Next Business Day</p>          | <p>Next Business Day</p>          | <p>Based on estimate of effort to complete the request which will be prioritized and scheduled as agreed upon between West and the County</p> |

| Severity Level   | Definition | Remote Response Time After Notice | Onsite Response Time After Notice | Resolution Time After Notice   |
|------------------|------------|-----------------------------------|-----------------------------------|--|
| 5<br>(Inquiries) | Inquiries  | 2 Business Days                   | May not apply                     | Based on estimate of effort to complete the request which will be prioritized and scheduled as agreed upon between West and the County |

\*On-site response times for Severity Level 3 issues will be based on the Service Level Matrix above or as agreed otherwise by the parties.

Notwithstanding the above-stated schedule, Provider shall use best efforts to correct any Events as expeditiously as it can and to provide a suitable workaround for Severity Level 1, 2 and 3 Events. The parties shall mutually agree on the initial Severity Level of an Event based on the contractual Severity level definitions. The Contract Administrator may escalate an Event by notifying Provider and Provider will make best efforts to respond to County accordingly.

Failure to Meet Required Response Times. If Provider fails to meet the Required On-Site Response Times, County shall be entitled to a \$200.00 credit on its next invoice for each hour that Provider’s average response time in the preceding month exceeds the Required Response Times, which the Parties agree is a fair and reasonable approximation of County’s negative financial impact caused by the delay in Provider’s response.

Service Levels and Credits.

If Provider fails to provide County with a temporary workaround or program correction for a Severity 1 or 2 issue within the timeframes stated below, then for each such failure Provider will issue a credit to the County in the following amounts:

| Severity Level | Resolution / Temporary Workaround Goal  | Service Credit                           |
|----------------|---|--|
| Severity 1     | 2 hours after root cause identification | 5% of monthly on-site maintenance fees   |
| Severity 2     | 4 hours after root cause identification | 2.5% of monthly on-site maintenance fees |

The following conditions apply for County to obtain a credit:

1. County must request each credit by providing notice to Provider within 30 days after the date of the incident.
2. Credits will be applied only to the next invoice for on-site maintenance fees.
3. Credits constitute County's sole remedy for failure to meet the defined Service Levels.
4. Credits will not accrue, and any accrued Credits will expire automatically, if County is not current on all payment obligations.
5. Under no circumstances will total credits in any month exceed 10% of monthly on-site maintenance fees, or in any year exceed 10% of yearly on-site maintenance fees.
6. SLAs and credits will no longer apply if County chooses to reduce the number of West Dedicated On-Site technicians below three.

Any failure to meet the above service level will be excused to the extent caused by any of the following, the effects of which will be excluded from the calculation of the service level:

1. Delay attributable to County or a third party under County's control.
2. Force majeure events
3. County's or its third-party vendor's acts or omissions
4. Scheduled downtime maintenance, to be provided to County with sufficient notice, unless an Event is caused by such maintenance.
5. Third-party acts or omissions  
Delay attributable to any onsite personnel then assigned to Move/Add/Change, unless the Move/Add/Change procedure causes the Event

#### **5. Managerial Approach & Communication**

Provider shall ensure that the persons responsible for Provider's performance of the Services under this Agreement or any Work Authorization (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement.

To the extent Provider seeks or is required to make any change to the composition of the Key Personnel, Provider shall provide County with thirty (30) days' advance notice (or as much advance notice as is possible if thirty (30) days' notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Provider's Key Personnel.

Provider is responsible for all local Provider technician activity including, but not limited to MAC approvals, resource assignments, SLA adherence, and communication with technicians. The County at the request of its stakeholders – has the ability to prioritize ticket response and work efforts; to be approved through the local Provider Technician Supervisor.

Provider's Key Personnel are as follows:

- **Rafael Diego – Technician Supervisor**
- **Ken Atkinson – Help Desk Manager**
- **Tom Nudo – Service Account Manager**

- **Bill Toth – Sr. Director Technical Operations**
- **Robert Sergi – VP Delivery Operations**

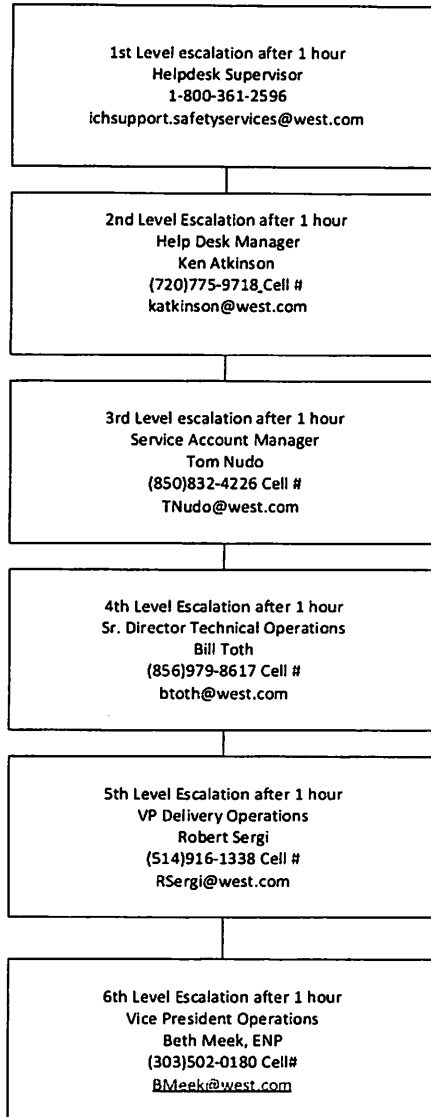
**Management Meetings**

Provider shall ensure the following communication procedures are followed:

- i. On a bi-weekly basis, local supervisor(s) from Provider shall conduct maintenance services meetings onsite to review status and progress updates on current issues reported, chronic System problems, enhancement requests, escalated requests, monthly metrics, ticket priorities, incident management opportunities and root cause resolution on all issues reported.
- ii. Provider shall conduct executive meetings with the County designated personnel on a semi-annual basis to provide organizational updates, product roadmap updates, and other agenda items that shall be developed between Provider and the County.

**Escalation**

Provider shall ensure the following escalation procedures are followed:



County may initiate the escalation process on all Severity One issues after reporting the problem to the Provider Help Desk. Provider executive management (i.e., Director level or higher) shall engage and provide updates on all Severity One and Severity Two trouble tickets reported.

County may initiate the escalation process for issues of any severity level if there is no significant progress with problem resolution or there are chronic system problems impacting the operation. Chronic system problems include System issues that recur more than three (3) times without root cause resolution.

Problem Resolution and Notification

Provider shall ensure the following problem resolution and notification process is followed to resolve a trouble ticket and notify stakeholders:

- iii. Root Cause Analysis on Severity 1 – 3 tickets should be provided by the Local Technicians in the Ticket Report Summary. Final resolution shall be posted in the Incident Resolution Section of the Ticket Report Summary prior to ticket closure captured on the weekly reports and the monthly reports.
- iv. All tickets must only be closed after the requestor has confirmed that the problem has been resolved or someone from the E911 Office has approved the ticket to be closed.
- v. Provider Help Desk shall provide automated email notifications to designated staff at Broward when tickets are opened and closed with the resolution noted in the ticket.

**6. Reporting**

Provider shall maintain records of its Maintenance and Support Services, and provide County with online access to an Event ticketing system, which shall include at least the following:

- a) Date, time, and name of contact for each Event;
- b) Date and time of response by Provider;
- c) Description of Event and analysis of error, defect, or other issue causing Event;
- d) All steps and actions taken to resolve the Event;
- e) Date and time of resolution and name of County representative notified of resolution;
- f) Root Cause Analysis

At the request of County, Provider shall provide monthly reports of the foregoing records as well as statistics of Provider's average monthly compliance with the required Response Times.

Ticket Report Summary

Provider shall provide a weekly Ticket Summary report. The report shall include the date reported for each trouble ticket, problem description, date stamp with the current status, resolution/root cause, location, and technician assigned. Provider shall send these reports electronically via email on a weekly basis to the designated County contact. The sample template for this report is shown below.

| <b>Ticket Summary - Open Tickets As Of &lt;Meeting Date&gt;</b> |              |                 |               |             |                    |                     |                    |             |              |
|---|--------------|-----------------|---------------|-------------|--------------------|---------------------|--------------------|-------------|--------------|
| <b>Incident #</b>   | <b>Notes</b> | <b>Severity</b> | <b>Status</b> | <b>Site</b> | <b>Description</b> | <b>Action Taken</b> | <b>Assigned To</b> | <b>Open</b> | <b>Group</b> |
|   |              |                 |               |             |                    |                     |                    |             |              |
|   |              |                 |               |             |                    |                     |                    |             |              |

Provider shall provide remote access for the County to the Provider ticket system. This will provide real-time status of each ticket as needed.

Monthly Ticket Summary

Provider shall provide a monthly summary of all problems reported which includes the date reported, problem description, resolution date, fault origin Root cause and resolution, location, dispatch request time and technician assigned. Provider will also make best efforts to include Dispatch Arrival time as part of the monthly report. Provider shall send these reports electronically via email on a monthly basis to the designated County contact. The sample template for this report is as follows:

| Incident # | Department | Call Type ID | Product Group ID | Severity | First Name | Last Name | Incident Description | Note | Incident Resolution | Last Name Closed By | Fault Origin ID | Status ID: | Group Name | Dispatch Request Time | Open Date & Time | Time of Dispatch Request | Close Date & Time |
|------------|------------|--------------|------------------|----------|------------|-----------|----------------------|------|---------------------|---------------------|-----------------|------------|------------|-----------------------|------------------|--------------------------|-------------------|
|------------|------------|--------------|------------------|----------|------------|-----------|----------------------|------|---------------------|---------------------|-----------------|------------|------------|-----------------------|------------------|--------------------------|-------------------|

**7. Responsibilities**

Provider Responsibilities

- Provide 24 X 7 X 365 coverage
- Provide skilled and proficient onsite support personnel
- Provide monthly and weekly reports to County of all tickets open, closed, with resolution
- Address all service requests based on severity levels and prioritization provided by the County
- Escalate issues when required to ensure timely resolution and notification to the County
- Provide bulletins and notifications of software updates via email to designated County contact
- Plan, schedule, and load Software updates
- Provide weekly updates, progress, and resolution reports on all open issues and escalated issues via email to County Contract Administrator and any other designated County contact(s)
- Work Moves, Adds, and Change (MAC) requests in order of priority by the County and approved by West
- Address VIPER, Power OPS, Power911, and PowerMIS reporting issues based on the response and resolution time specified in the Service Level Matrix.
- Perform the creation and submittal of Change Management Requests surrounding the VIPER system and its associated components as needed



- Provide around the clock support at the County's designated PSAPs during a declared emergency event as needed before, during, and after the event under safe conditions
- Maintain and provide access of accurate documentation of all inventory, equipment connections, and configurations to the County within 24 hours of the request. This includes data and network cabling, power cabling and cabinet layouts.
- Label all equipment and cabling maintained by Provider using labeling conventions as provided by County.

#### County Responsibilities

- Log all issues into the Provider Help Desk
- Provide information to Provider which may be needed to resolve System issues
- Provide assistance to Provider with testing changes, enhancements, and patches
- Assist with creating any Change Management Requests
- Assist Provider in prioritizing work requests and problems reported

#### **8. Training**

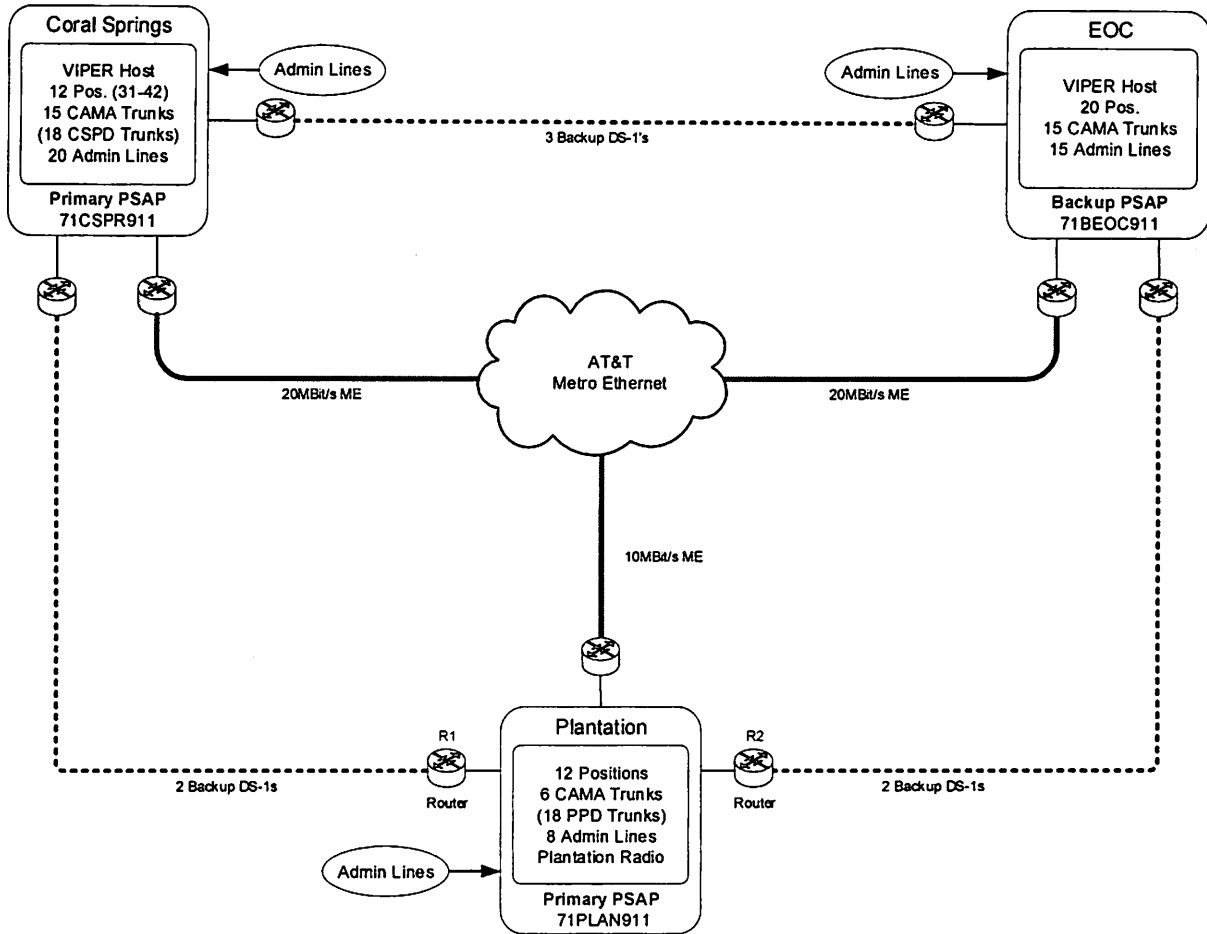
Provider shall provide ongoing training for Maintenance and Support Services, including Dedicated On-Site Support Services to ensure that the onsite technicians are proficient in legacy and Next Generation 911 technology.

Provider shall provide user group conference information, including but not limited to meeting dates, agendas, on an as available basis to County.

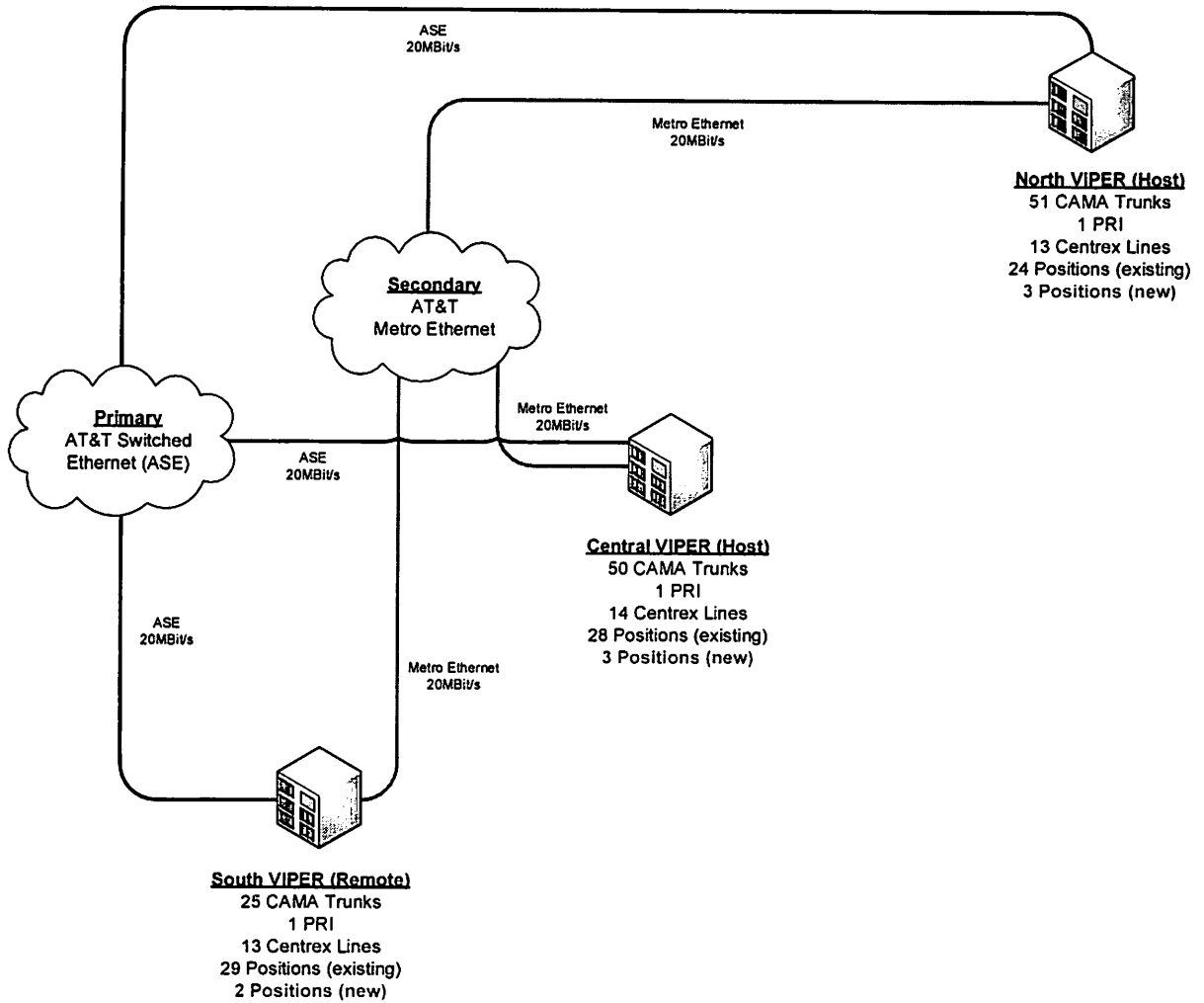
#### **9. Technical Network Architecture**

Provider shall ensure the following maintenance and support services are established and follow the architecture setup(s) as illustrated below and as may be modified based on System upgrades:

### Non-Regional Network Architecture Diagram



### Regional Network Architecture Diagram



**Schedule 1 – Existing Software**

| <b>Software</b>                | <b>Licenses or Workstations</b> |
|--------------------------------|---------------------------------|
| Software - MIS 4.6             | 4                               |
| Software - ePrinter 1.2        | 6                               |
| Software - Power 911 5.5       | 141                             |
| Software - VIPER 4.1           | 8                               |
| Software - Windows 7 Pro       | 134                             |
| Software - MS SQL Server 2008  | 8                               |
| Software - Windows Server 2008 | 8                               |
| Software – Windows XP          | 47                              |

**Schedule 2 – Existing Equipment**

| Equipment             | Manufacturer | Part Number         | In Use | Not In Use | Total |
|-----------------------|--------------|---------------------|--------|------------|-------|
| AIM                   | West         |                     | 32     | 24         | 56    |
| AIM Shelf             | West         |                     | 10     | 10         | 20    |
| Alarm Panel           | TSI          |                     | 4      | 3          | 7     |
| ALI Modem             | ICOMM        |                     | 2      | 2          | 4     |
|                       | Verilink     |                     | 6      | 5          | 11    |
| Backup Device         | HP           | StorageWorks DAT 72 | 1      |            | 1     |
|                       | HP           |                     | 3      |            | 3     |
| Cabinet               |              |                     | 9      | 11         | 20    |
| CIM                   | West         |                     | 66     | 32         | 98    |
| CIM Shelf             | West         |                     | 25     | 17         | 42    |
| Computer              | HP           | DC7600              |        | 1          | 1     |
|                       |              |                     | 2      | 6          | 8     |
| Dialup Modem          | USRobotics   |                     | 4      | 6          | 10    |
| Dot Matrix Printer    | Okidata      |                     |        | 9          | 9     |
| ePrinter              | HP           | DC7900              |        | 1          | 1     |
|                       | HP           |                     | 6      | 4          | 10    |
| Firewall              | West         |                     | 2      |            | 2     |
| I/O Device            | SEALEVEL     |                     | 1      |            | 1     |
|                       |              |                     | 2      | 14         | 16    |
| IAP Plus Console      | Positron     |                     |        | 1          | 1     |
| KVM                   | ATEN         |                     | 3      |            | 3     |
|                       |              |                     | 3      | 6          | 9     |
| Laser Printer         | HP           | LaserJet 3600n      | 1      |            | 1     |
|                       | HP           |                     | 3      | 2          | 5     |
| P911 Workstation      | HP           | XW4600              |        | 1          | 1     |
|                       | HP           |                     | 43     | 86         | 129   |
|                       | West         |                     | 81     |            | 81    |
| Power Supply Module   | Newmar       |                     | 28     | 7          | 35    |
| Power Supply Shelf    | Newmar       |                     | 18     | 18         | 36    |
| PowerOps              | HP           |                     | 4      |            | 4     |
| PowerOps Wall Display | NEC          |                     | 4      |            | 4     |
| PRI Gateway           | AudioCodes   |                     | 3      | 2          | 5     |
| Router                | Cisco        | 1841                | 3      | 23         | 26    |
|                       | Cisco        | 1921                | 3      | 3          | 6     |
|                       | Cisco        | 2921                | 6      | 1          | 7     |
|                       | Cisco        |                     | 2      | 3          | 5     |
|                       | Cisco        | 1921                |        | 1          | 1     |
| RPS                   | Cisco        |                     | 3      | 4          | 7     |
| Server                | HP           | DL160 G5            | 1      |            | 1     |
|                       | HP           | DL160 G6            |        | 2          | 2     |
|                       | HP           | DL160 G8            | 9      |            | 9     |

|                           |       |                     |    |    |    |
|---------------------------|-------|---------------------|----|----|----|
|                           | HP    | ML350 G5            |    | 2  | 2  |
|                           | HP    | Proliant DL140 G3   | 9  | 3  | 12 |
|                           | HP    | Proliant DL160 G5   | 1  | 10 | 11 |
|                           | HP    | Proliant DL160 G6   | 4  | 12 | 16 |
|                           | HP    | Proliant DL160 G8   | 13 |    | 13 |
|                           | HP    | Proliant DL160SE G6 |    | 3  | 3  |
|                           | HP    | Proliant DL380 G6   | 2  |    | 2  |
|                           | HP    | Proliant ML350      |    | 2  | 2  |
|                           | HP    | Proliant ML350 G5   | 5  |    | 5  |
|                           | HP    |                     | 3  | 1  | 4  |
| <b>Switch</b>             | Cisco | 3750 v2             |    | 1  | 1  |
|                           | Cisco | Catalyst 3720 v2    | 2  |    | 2  |
|                           | Cisco | Catalyst 3750       | 4  | 4  | 8  |
|                           | Cisco | Catalyst 3750 v2    | 7  | 7  | 14 |
|                           | HP    | Catalyst 3750 v2    | 2  |    | 2  |
|                           | HP    | ProCurve 2610-24    |    | 13 | 13 |
|                           | HP    | ProCurve 2610-48    | 1  | 1  | 2  |
|                           | HP    | ProCurve 2626       |    | 2  | 2  |
|                           | HP    | ProCurve 2910al-48G |    | 2  | 2  |
| <b>UPS (Rack Mount)</b>   | Eaton |                     | 4  | 3  | 7  |
|                           |       |                     | 2  |    | 2  |
| <b>UPS (Standalone)</b>   |       |                     | 11 | 27 | 38 |
| <b>UPS Battery Module</b> | Eaton |                     | 4  | 3  | 7  |
|                           |       |                     | 2  | 1  | 3  |

### Exhibit D - Insurance Coverages

#### Insurance Requirements

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

| TYPE OF INSURANCE  | Limits on Liability                        |                 |             |
|--|--|-----------------|-------------|
|  |  | Each Occurrence | Aggregate   |
| <b>COMMERCIAL GENERAL LIABILITY</b><br><b>Broad form</b><br><i>With no exclusions or limitations for:</i><br><input checked="" type="checkbox"/> Premises--Operations<br><input type="checkbox"/> XCU Explosion/Collapse/Underground<br><input checked="" type="checkbox"/> Products/Completed Operations Hazard<br><input checked="" type="checkbox"/> Contractual Insurance<br><input checked="" type="checkbox"/> Independent Contractors<br><input checked="" type="checkbox"/> Personal Injury<br><input type="checkbox"/> Other: | Bodily Injury                              |                 |             |
|  | Property Damage                            |                 |             |
|  | Bodily Injury and Property Damage Combined | \$3,000,000     | \$5,000,000 |
|  | Personal Injury                            |                 |             |
|  |  |                 |             |
| <b>AUTO LIABILITY *</b><br><input checked="" type="checkbox"/> Comprehensive Form<br><input checked="" type="checkbox"/> Owned<br><input checked="" type="checkbox"/> Hired<br><input checked="" type="checkbox"/> Non-owned<br><input checked="" type="checkbox"/> Any Auto If applicable<br>*Can we waived if no driving will be done in performance of services   | Bodily Injury (each person)                |                 |             |
|  | Bodily Injury (each accident)              |                 |             |
|  | Property Damage                            |                 |             |
|  | Bodily Injury and Property Damage Combined | \$1,000,000     |             |
| <b>EXCESS LIABILITY</b><br><input type="checkbox"/> Umbrella Form<br><input type="checkbox"/> Other than Umbrella Form   | Bodily Injury and Property Damage Combined | \$              |             |
| <input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b>   | (each accident)                            | STATUTORY       |             |
| <input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>  |  | \$1,000,000     |             |
| <input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY</b>  | Each Claim                                 | \$3,000,000     |             |
|  | Extended Reporting Period                  | 3 years         |             |
| <input checked="" type="checkbox"/> <b>CYBER LIABILITY</b>   | Each Claim                                 | \$5,000,000     |             |
|  | Extended Reporting Period                  | 3 years         |             |
| <input type="checkbox"/> <b>CRIME AND FIDELITY</b>   | Extended reporting                         |                 | \$          |
| Description: Broward County is listed as an additional insured on the general liability and automobile liability policies. Waiver of subrogation in favor of Certificate Holder applies to general liability, automobile liability, and workers' compensation. REF: E911 Repsonse System – Maintenance and Support Services  |  |                 |             |

**CANCELLATION:** Thirty (30) days written notice of cancellation is required to the Certificate Holder:

Certificate Holder:  
**Broward County**  
 115 S Andrews Ave  
 Fort Lauderdale, FL 33301

*Journal*  
Digitally signed by COLLEEN A. BROWARD, CN=Broward County, OU=Government Services, OU=Risk Management, email=COLLEEN.A.BROWARD@BROWARD.COUNTY.FL.GOV

Risk Management Division

**Exhibit E – Work Authorization Form**  
**WORK AUTHORIZATION FOR AGREEMENT \_\_\_\_\_**

Contract Number: \_\_\_\_\_

Work Authorization No. \_\_\_\_\_

This Work Authorization is between Broward County and \_\_\_\_\_ (“Provider”) pursuant to the Agreement, executed on \_\_\_\_\_. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

**Services to be provided: [DESCRIBE IN DETAIL]**

Agreement at issue is \_\_ Lump Sum/ \_\_ Not-to-Exceed for amount: \$ \_\_\_\_\_

The time period for this Work Authorization will be from the date of complete execution until \_\_\_\_ (\_\_\_\_) days after County’s Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

**Fee Determination:** Payment for services under this Work Authorization is as follows:

|                                       |          |
|---------------------------------------|----------|
| Professional Services                 | \$ _____ |
| General Services                      | \$ _____ |
| Goods/Equipment                       | \$ _____ |
| Total Cost of this Work Authorization | \$ _____ |

The foregoing amounts shall be invoiced by Provider upon written acceptance by County of all goods and services provided under this Work Authorization.

**County**

|       |                        |       |      |
|-------|------------------------|-------|------|
| _____ | Contract Administrator | _____ | Date |
| _____ | Project Manager        | _____ | Date |
| _____ | Board and/or Designee  | _____ | Date |

**Provider**

|       |        |       |            |
|-------|--------|-------|------------|
| _____ | Signed | _____ | Date       |
| _____ | Attest | _____ | Typed Name |
|       |        | _____ | Title      |