



## BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

## AGREEMENT SUMMARY

## EXHIBIT 1

## 1. Other Contracting Party:

REPLAY SYSTEMS, INC.

## 2. Proposed Action:

☒ New Contract    ☐ Amendment, Number    ☐ Renewal    ☐ Extension

## 3. Document Type (select one):

Systems and Services Agreement

## 4. Purpose/Description:

Implements a Quality Assurance (QA)/Quality Improvement (QI) program offered by Replay Systems, Inc. within the County's Public Safety Answering Points (PSAP). Agreement also upgrades the County's existing Voice Recording System (VRS) servers (currently provided by Replay) to replace end-of-life hardware and software.

## 5. Special Provisions (select if applicable):

<input type="checkbox"/> Living Wage Program	<input type="checkbox"/> SBE Sheltered Market Program
<input type="checkbox"/> Workforce Investment Pilot Program	<input type="checkbox"/> M/WBE Program
<input type="checkbox"/> Federal DBE/ACDBE program	<input type="checkbox"/> In-Kind Match Required: \$ _____ or _____ %
<input type="checkbox"/> CBE Program	<input type="checkbox"/> Cash Match Required: \$ _____ or _____ %

## 6.a. Effective Dates (for new agreements only):

Start : Upon Full ExecutionEnd: October 31, 2020

## 6.b. Effective Dates (amendments only):

☐ No Change  
☐ End date has changed from \_\_\_\_\_ to \_\_\_\_\_.  
☐ Term has from \_\_\_\_\_ to \_\_\_\_\_.

## 7. Contract Administrator:

Name: Brett BayagPhone: 954-357-8565

## 8. Contract Type:

☐ Cost reimbursement    ☒ Open-end  
☐ Firm fixed price    ☐ Time and materials  
☐ Performance-based    ☐ Other \_\_\_\_\_

## 9.a. Contract Value (new contracts)

☐ Actual    ☒ Estimated

Equipment, Software, System, and Services	\$515,000.00
QA Evaluations	\$1,296,000.00
QA Evaluation Renewals	\$1,944,000.00
\$648,000 (three one-year renewal terms total)	
Support and Maintenance Services	\$465,000.00
Support and Maintenance Services Renewals	\$1,155,000.00
\$385,000 (three one-year renewal term total)	
Optional Services	\$1,200,000.00
Moves, Adds, or Changes (MAC) hours	\$250,000.00
<i>Total contract value</i>	<i>\$6,825,000.00</i>

## 9.b. Contract Value (amendments only)

☐ No change    ☐ Actual    ☐ Estimated

Original approved contract value	
Approved previous adjustments	
Value of this action	
Amended total contract value	

## 10. Payment Method

☐ Lump Sum Payment  
☐ Milestone or Progress-Based  
☐ Scheduled or Time-Based  
☐ Other

## 11. Payment Terms

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).

## 12. Cost Adjustment

<input type="checkbox"/> Not Applicable	<input type="checkbox"/> Fixed Percentage - ____%	<input type="checkbox"/> Actual Cost
<input type="checkbox"/> CPI or other Index	<input type="checkbox"/> Fixed Amount - \$ _____	<input type="checkbox"/> Other:

## 13. Equity Program Participation Summary

- a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: 0%
- b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: 0%
- c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: 0%

<p><b>14. Renewal or Extension Terms:</b></p> <p><b>RENEWAL:</b></p> <p>COUNTY SHALL HAVE THE OPTION TO RENEW THIS AGREEMENT FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS BY SENDING NOTICE OF RENEWAL TO PROVIDER AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM. THE PURCHASING DIRECTOR IS AUTHORIZED TO EXERCISE THIS RENEWAL OPTION.</p> <p><b>EXTENSIONS:</b></p> <p>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 SIX (6) MONTHS IN THE AGGREGATE PROVIDED THAT ANY SUCH EXTENSION IS WITHIN THE AUTHORITY OF THE PURCHASING DIRECTOR OR OTHERWISE AUTHORIZED BY THE BOARD.</p>	<p><b>15. Termination and Cancellation Provisions</b></p> <p>For Cause: Article 13 This Agreement may be terminated for cause based on any breach that is not cured within twenty (20) days after written notice from the aggrieved party identifying the breach.</p> <p>For Convenience: Article 13 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.</p>
<p><b>16. Deliverables, milestones or scope of this action:</b></p>	<p>Provider shall invoice for the Services provided pursuant to Exhibit A of this Agreement only per the Payment Milestones listed in Exhibit B, and each Payment Milestone may only be invoiced upon County written notice of 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.</p>
<p><b>17. List terms, considerations or deviations from standard county form.</b></p>	<p>Disclosure Items for Systems and Services Agreement are found In Exhibit 1, Page 3.</p>

**DISCLOSURE ITEMS FOR REPLAY SYSTEMS, INC. SYSTEM SERVICES AGREEMENT**

ISSUE	CONTRACT LANGUAGE	COUNTY COMMENTS/RESPONSE
<b>Limitation of Liability</b>	<ul style="list-style-type: none"><li>• Limitation on liability capped at \$5,000,000.00 (\$ 10.2). This amount is lower than the standard County provisions of twice the total not-to-exceed amount of the contract.</li></ul>	This provision was negotiated. The vendor is a long-standing value added reseller and provider of Voice Recording Services to ORCAT, and ORCAT believes that this deviation does not pose a major risk to the County.