



Section Purchase of Solacom System and Installation Service

This Agreement is entered into between Nassau County, a political subdivision of the State of Florida, (hereinafter called "County") and Kraus Associates Inc, d/b/a AK Associates, 326 Porta Rosa Circle, St Augustine, Florida 32092 (hereinafter called "Contractor").

It is agreed between the "County" and "Contractor" as follows:

Scope of Agreement to include: The "County" engages the "Contractor" for the purchase and installation services of the Solacom Guardian System, as approved by the Nassau County Board of County Commissioners, on June 23, 2014, as a single source procurement, with waiver of the purchasing policy to the extent required. The Contractor's response is attached as Exhibit D which is a breakdown of equipment costs as well as the associated quote and made a part hereof. A standard addendum to all contracts and agreements is attached as Exhibit C.

More specifically, the Contractor agrees to install a Geo-diverse Solacom 911 System with each side residing at a separate location to be determined by County Staff in conjunction with the Contractor.

The Contractor guarantees that upon completion the 911 System will be fully functional including but not limited to the following items:

- All 911 Circuits will be active and will fail-over properly. AK Associates will terminate the 911 circuits into the new Solacom controller. The Solacom controller must provide failover functionality if the intended PSAP is not available or other conditions such as ring time exceeds the agreed upon thresholds. AK and the County will design a call flow document that will then be approved by Solacom which will determine these failover safe-guard parameters to ensure that all fail-over features will performed as required by the county. AK and Solacom do not have control of the 911 circuit if it fails to deliver the call to the Solacom controller, this is the responsibility of telephone service providers.
- All Transfer buttons will work between all agencies. Transfers on the new controller shall be designed to function in a number of ways. AK will determine with the County what would be the most effective transfer function based upon the type of call and where the call is being transferred to. Calls that get transferred from PSAP to PSAP will be done within the controller itself which will not require the call to go back through the AT&T tandem. Calls can also be transferred utilizing the AT&T tandem to other PSAPs that are not part of Nassau County system.

- System will provide a NENA standard 911 feed to the Interact/New World CAD servers
- Solacom warrants that the features and functionality documented in the Guardian administrative and user manual will work as documented. These documents are provided to detail exactly how a Guardian operator position operate and function.
- System must be 100% functional and cut-over no later than January 31, 2015 as long as the County issues a PO by September 15, 2014 or unless otherwise agreed upon by the County, AK Associates and Solacom and the county has provided access to building, all electrical requirements and trunks and line are in place by the agreed upon schedule between the County, AK and Solacom.
- Solacom, as stated in Exhibit E, will provide to the county at no additional cost, the interface for SIP MSRP text-to-911 software, when the feature is made available provided the system maintains continuous manufacturer software support.

Note: Additional hardware, software and associated miscellaneous materials not included in the County issued bid is the financial responsibility of the County.

Term of Agreement: This agreement is effective from the date of execution by the second party hereto with 100% functional Solacom 911 system installation and cut-over to occur on or before January 31, 2015. This Agreement shall commence on the Effective Date and terminate five (5) years thereafter (the "Initial Term"), unless earlier terminated in accordance with the provisions of this Agreement. This Agreement shall automatically renew and continue in force on a year-to-year basis ("Extended Term") until terminated by either party upon sixty days (60) days written notice to the other party prior to the expiration of the Initial Term or any subsequent Extended Term and not to increase more than 3% in any initial term or an fixed rate can be agreed to between the Customer and the Contractor.

COUNTY RESPONSIBILITIES: County shall be responsible for timely site preparation including, but not limited to, adequate electrical power for computer operation, UPS, ALI circuits and direct telecommunications connections and usage charges. Contractor will assist County in this preparation. County shall facilitate the availability of qualified personnel to be trained by Contractor in the use, operation, and management of the Solacom Guardian 911 System.

TRAINING: Contractor shall provide training to the County 9-1-1 personnel at a mutually agreeable location(s) over a period of approximately two weeks and must be completed no later than one week prior to Cutover, unless another time frame is mutually agreed upon by both the County and Contractor.

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

Notwithstanding anything herein to the contrary, the parties acknowledge County is subject to the Public Records Act, Chapter 119, of the Florida Statutes. Therefore, this agreement shall not be deemed confidential, except to the extent it may contain certain information specifically exempted from public records disclosure in accordance with Chapter 119, Florida Statutes, or other applicable federal or state rules and regulations, including but not limited to, HIPAA laws.

TERMINATION: The County shall have the right to terminate the agreement prior to the expiration date set forth in this contract. The County shall provide sixty (60) written notification of termination by registered mail. In the event Contractor fails to perform or observe any covenant or obligation set forth in this Agreement regarding maintenance of the Hardware and Software, County has the option to terminate this Agreement provided County has given Contractor 30 days prior written notice and Contractor has failed to cure within said time or the failure is one which cannot be cured within that time and the Contractor has failed to take reasonable steps toward said cure within thirty (30) days of notice from the County. In the event the Contractor cannot cure the default, then the County may demand a refund any paid funds to be refunded at a prorated for service not performed.

PUBLIC RECORDS LAW: The CONTRACTOR acknowledges the COUNTY's obligation under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

The CONTRACTOR specifically acknowledges its obligation to comply with the state of FL Public Records Law, s. 119.0701, Florida Statutes, with regard to public records, specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement; (2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. Failure to comply with this Section shall be deemed a material breach of this Agreement, for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

GRANT OF LICENSE: Subject to the terms and conditions set forth in this Agreement, and effective upon installation, Contractor agrees to facilitate the delivery to the County and the registration of those licenses for the benefit of the County, and County hereby accepts nonexclusive, nontransferable licenses to use, as herein provided, a single executable copy of object code version of the Software and up to three printed copies of the Software manufacturer's current, standard user manuals and training materials ("Documentation"). Contractor shall provide County with a single, back-up copy of each type of Software.

TERMINATION—LICENSE: In the event of a termination of County's licenses to use any of the Software, this Agreement shall terminate immediately. If the Agreement is terminated due to any of the licenses being terminated, then Contractor shall return any unused portion of the maintenance fees (on a pro-rata basis) which have previously been paid by the County.

WARRANTY: The equipment manufacturer "Solacom" is responsible for the warranty the Guardian 911 system as specified in Exhibits A and B attached and made a part hereof.

IMPLEMENTATION SCHEDULE: Within ten business days of the date this Agreement is fully executed by both the Contractor and the County, both the Contractor and the County will meet to draw up the Implementation Schedule which must be completed and accepted by the County no later than ten business days following the date this Agreement is fully executed by both the Contractor and the County. The Implementation Schedule shall set forth the orderly progress for the installation of the Solacom guardian 911 system, including the training of Nassau County personnel.

REQUEST FOR PAYMENT: Contractor shall submit all invoices to the County upon completion of each task. The County shall forward a copy of the invoice to the Nassau County Sheriff, and the Sheriff, or his designee, shall certify that the goods and/or services invoiced have been received and accepted by the Sheriff. The County retains the right to decline paying the invoice due to a deficiency or if the goods or services fail to conform to the terms of this agreement. In such an event, the County shall provide the Contractor written notice of its reject within twenty (20) business days of the date of the receipt of the invoice. Acceptance of the goods or services and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets the specifications and conditions of the contract.

Charges and Payments

A. Compensation to Contractor:

For the Purchase and Upgrade of Nassau County's Solacom IQ 1500 Selective Router to add Solacom Guardian 9-1-1 work station:

Solacom Guardian System \$ 363,526.07

B. Equipment Payment Schedule

Task	Percentage Due	Amount Due
a. Contract Signing	30%	\$ 109,057.82
b. Equipment Shipped	30%	\$ 109,057.82
c. Equipment Inventory at PSAP	30%	\$ 109,057.82
d. System Cut-over	10%	<u>\$ 36,352.61</u>
Total Cost of 9-1-1 Equipment including Installation and Training		\$363,526.07

AK ELITE PREMIER INSTALLATION AND MAINTENANCE SERVICE

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

1. **COVERAGE.** The Hardware and Software eligible for maintenance and support is as listed in the Contract Documents, as the same may be updated with all current amendments, alterations, enhancements, improvements, which shall be furnished to County under warranty and this Agreement. The services under this Maintenance Agreement shall be rendered only to the currently supported version of Software running with the applicable operating system version supported by Contractor at any given time.

2. **COSTS:**

AK Elite Premier Maintenance and Solacom Extended Warranty Payment Schedule:

AK Elite Premier Maintenance

▪ Year 1	<u>\$28,000.00</u>
▪ Year 2	<u>\$28,500.00</u>
▪ Year 3	<u>\$29,000.00</u>
▪ Year 4	<u>\$29,500.00</u>
▪ Year 5	<u>\$30,000.00</u>

Note: AK Elite Premier Maintenance beginning May 1, 2014 thru April 30, 2015 in the amount of \$28,000.00 was paid by funds received in Rural County Grant 14-4-19 awarded through the Florida E911 Rural Grant Program. Year 1, will start May 1, 2015 thru April 30, 2016.

Solacom Extended Warranty

Note: AK Associates will provide the County with a quote to purchase Solacom Support on an annual basis. AK Associates agrees to provide Solacom Support to the County for years subsequent to the first years at cost with no additional markup.

Payment Schedule for Maintenance

The Contractor shall provide the County with annual invoice for AK Elite Maintenance Service.

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

Labor is included in yearly cost for all adds, moves, system changes and system upgrade, training, system reconfigurations, selective router programming, direct trunking and integration support (there would not be a labor charge to move your existing PSAP). ALL LABOR ASSOCIATED WITH THE SOLACOM EQUIPMENT IS COVERED UNDER

THIS AGREEMENT. Any cost for hardware OR software not purchased under this Agreement will be the responsibility of the County.

3. AK ELITE PREMIER MAINTENANCE SERVICE

AK Associates Elite Premier Maintenance service includes the following:

Labor only for all installation and maintenance service for the Solacom Guardian System. Response time for outages is within (2) hours for major and (4) hours for minor outages during normal business day and (4) hour response for nights, weekends and holidays. Telephone diagnostics will be done immediately upon receipt of service problem and if corrective action is needed it will be performed remotely or by an on-site visit. In addition this service provides weekly on-site preventive maintenance program, free Project Management (professional services) for system implementation support for all new technologies (like wireless phases I and II and VoIP), 9-1-1 equipment and CAD integration, etc.

AK Elite Premier Maintenance

- Solacom Guardian System and all associated components - provide all first tier labor support at the Nassau County 9-1-1 PSAP. Maintenance (labor only) will be performed by the Contractor for all work performed on the Guardian System and all associated components located within Nassau County.
- Training may be done at various times at no additional costs upon request of the County throughout the life of the contract. The County is responsible for all training materials supplied by Solacom after the initial training.
- Testing, identification and referral of wireless, wire-line and VoIP 9-1-1 troubles to the proper telephone service provider(s) and/or other vendors associated with 9-1-1 service.
- Response time for major outages is within two hours during the normal business day and four hours on evenings, weekends and holidays. Telephone diagnostics will be done immediately upon receipt of service problem.
- Labor to install all minor non-scheduled upgrades of Solacom equipment installed by AK Associates.
- Labor to install yearly scheduled upgrades of Solacom. The County is responsible for all hardware, software, associated miscellaneous materials and upgrade costs from Solacom (if any).
- Includes daily remote preventive maintenance. If a problem is discovered during remote maintenance it will be resolved either remotely or by a site visit. The telephone line used for Remote diagnostics is the responsibility of the County.
- Weekly on-site preventive maintenance for Solacom equipment.
- Free Project Management (professional services) for system implementation support for wireless phase II, VoIP, On-Star and Next Gen 911.
- Labor to install, relocate, or remove any new or existing Solacom equipment installed by AK Associates, including system upgrades, training, system reconfigurations, selective router programming, direct trunking and integration support (there would not be a labor charge to move your existing PSAP). **ALL LABOR ASSOCIATED WITH THE EQUIPMENT INSTALLED BY AK ASSOCIATES IS COVERED UNDER THIS AGREEMENT.** Any cost for hardware or software is the responsibility of County.
- Free Consulting Services.

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

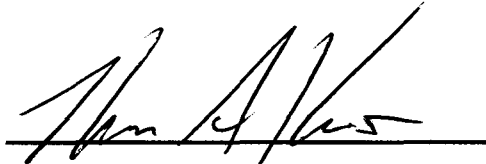
On-site Technical Service Support – On-site preventive maintenance service to be scheduled for a day Monday through Friday except for approved County (State) Holidays for preventive maintenance service of the Guardian System.

Remote Technical Service Support – 24 hour service performed by an AK Associate trained technician for all out of hour service problems. Response shall be within a two hour time frame normal business day and four hours outside normal business day. AK Associates shall provide the "County" with a current escalation list, including an 800 number for all service requests.

KRAUS ASSOCIATES INC., d/b/a AK ASSOCIATES

[SEAL]

BY:



Thomas A. Kraus, VP of Operations

Print Name:

Thomas A Kraus

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**


BARRY V. HOLLOWAY

Its: Chairman

9-8-14

**ATTEST AS TO CHAIRMAN'S
SIGNATURE:**


JOHN A. CRAWFORD

Its: Ex-Officio Clerk

**Approved as to form by the
Nassau County Attorney**


DAVID A. HALLMAN

MES
09-09-14

EXHIBIT A



Solacom Maintenance and Support Policy

Software Support – LEVEL 2

Solacom's description of its Level 2 software support obligations is outlined below.

A. Definitions

"FPR" is defined as a Field Problem Report

"Business Hours" are defined from Monday through Friday, 8h30-17h00 EST excluding Canadian Statutory Holidays.

"Customer" is defined as Solacom's Value-Added Reseller or "VAR"

B. Customer Obligations as Level 1 Technical Support

During the term or any renewal of the software maintenance and support contract, the Customer shall have the following maintenance and support obligations to enable Solacom to properly provide support activities identified below in Section C. Any information provided by the Customer hereunder will be required in order to support the activity of an active/open FPR and/or during maintenance in which Solacom has been invited to provide and not as an ongoing view into the regular day-to-day operation of said systems:

- n) The Customer shall provide Solacom with a complete network topology, including access points, log in information, trouble logs and reports and contact information, user ID/passwords for Solacom VPN access, firewall access or other related access information as required in order to facilitate troubleshooting and fault identification, diagnosis and/or correction. This may also include but not limited to the Customer service and maintenance logs, service schedules and/or third party activities, maintenance logs and/or modifications, etc.
- b) The Customer shall provide first level support and have personnel on hand certified by Solacom to assist Solacom's second level support team to gather the required information to qualify and verify that an actual fault exists, or capture the details of the non-performance to be performed and attempt to reproduce the fault in order to characterize and isolate the failure mechanism if such a fault is being reported, and where possible to perform the required preventive and/or corrective activity to bring the system up and online;
- c) The Customer shall provide Solacom with information and assistance reasonably required by Solacom to detect, verify, replicate and validate a fault to the system and/or a failure mechanism;
- d) The Customer shall have on hand, the equipment/tools required to reasonably assist in data collection and fault isolation relative to the system installed at that site;
- e) The Customer shall provide access to people and equipment to isolate third party equipment from the fault being investigated. If the fault is traced to equipment not part of the Solacom system as defined in this agreement, this activity will be treated as outlined in Section C;
- f) The Customer is responsible for all related on-site support activities related to item n) to e) above, to support upgrade activities that may require on-site support, and to meet any on-site response SLA that may be specified and required by the End-Customer.

C. Solacom's Obligations to provide Support Services for Software as Level 2

1. General

1.1 Technical Service Center ("TSC") Support Services

Solacom is responsible for providing support services to the Customer via phone or e-mail on a 24-hour per day, 7 day a week basis as Level 2 support. Solacom support personnel shall verify and confirm performance failures and isolate causes after initial troubleshooting has been performed by the Customer technician. Customer personnel must be trained and certified to perform such activities on the system. Level 2 support is triggered by the Customer according to the prevailing escalation process when Level 1 support (provided by the Customer) fails to pinpoint the failure. The associated incident data is then analyzed to prescribe, validate and implement problem resolution. Level 2 Support may also include service disruption interim recovery activities to allow the development of permanent solutions.



1.2 Incident Management and Escalation

1-888-Solacom (1-888-766-2266) or 1-613-893-0641*

*Note: Please follow voice prompts to relevant technical support (Press 1).

An alternate number can be used to reach Solacom Answering Service: 613-239-4681

Once the incident has been captured, an FPR reference number will be provided to the Customer for future reference when calling the TSO.

1.3 Exclusions

Please note that the following services are not included in the current agreement and are considered chargeable services.

1.3.1 Systems/Professional Services for software/hardware re-configuration, new feature implementation, consultation on features and/or functions, relocation of equipment or;

1.3.2 Assistance in the solution of faults that resides in third party equipment or involves inter-operability with third party equipment that is not provided by or typically supported by Solacom. This service is not a normally supported activity, and must therefore be explicitly requested by Customer prior to execution.

1.3.3 Hardware Repair and maintenance. Solacom offers a maintenance and support program for hardware that can be purchased separately.

1.3.4 Managed Services for all server and workstation hardware that include Active remote monitoring from the Solacom Network Operation Center (NOC), OS Patch Management, Virus Protection and/or Disaster Recovery Services.

2. Software Support

Software support provides for software and firmware updates and upgrade for the new releases on product manufactured by Solacom if and when available. Although all software fixes may not apply to a specific Customer, release notes will be made available on the Solacom Web Portal at www.solacom.com. Software fixes and upgrade will be made available to customer upon availability. These fixes and upgrades must be requested during the term of the software support agreement of the Customer.

2.1 Software Features

New software releases can include new features. It is important to note that some of the new software features can have an activation fee and/or a licensing fee.

2.2 Third Party Software

Third party software such as the Operating System or any other Third Party applications not developed by Solacom are not covered by Solacom software maintenance and support program; Solacom transfers the Third Party Warranties and will offer an additional support program, if available and permitted by the Third Party Software vendor.

This exclusion provision does not apply to the Highground MIS and Instant Recall Recorder Software or the Marathon Software (if applicable) which are included as part of this agreement and are covered by Software Support and Maintenance.

To implement new software releases developed by Solacom, Third Party Software may also be required to be purchased or updated; this is the responsibility of the Customer. As required, a quote for this new software will be provided by Solacom.

2.3 Hardware Required for New Software Release

To implement a new software release with additional functionality desired by the Customer, new hardware may also be required; this is the responsibility of the Customer. As required, a quote for this new hardware will be provided.

2.4 Installation of New Software

Installation of new software will be done remotely. If necessary, the Customer may be requested to have a technician on-site to assist with the upgrade. If deemed by the Customer, Solacom can be on-site to perform the upgrade; this additional service can be provided by Solacom upon request. A quote will be provided.



3. Service Level

The agreed service level offered by Solacom to the Customer shall be subject to the following provisions:

3.1 Fault

Shall mean any reproducible defect or direct failure of the system or system components to perform in accordance with the design specifications.

3.2 Urgency Levels and Speed of Response

The situations targeted for these definitions are various operating circumstances where the Customer needs assistance beyond the normal provision of operating manual and initial operator and system administrator training.

Often such a situation will require Solacom to engage its resources to support the Customer in identifying a fault, assisting in correcting that fault in the Customer configuration, isolating a failed software component and providing a quick resolution and a reasonably complete solution to a given incident.

The following table summarizes the detailed information that follows:

Level - Classification	Impact	Initial Response	Corrective Measure
1 - Critical	Entire system or entire subsystem is unusable. Prevents use of capability. No work-around. Immediate safety and/or significant financial impact. Affects both primary and the redundant back-up of a system.	Under 30 min	Problem will be addressed 24 hours/day until the system is restored to a functional and mutually agreeable state pending a permanent fix. Resolution in 24 hours or less via code correction, or work-around created.
2 - Severe	Restricts use of a capability. No work-around. Operation can be recovered by a manual intervention. High risk of recurrence. No immediate safety and/or financial impact. A redundant component failure has occurred. System is still operational.	Under 1 hour	Problem will be addressed 24 hours/day until the system is restored to a functional and mutually agreeable state pending a permanent fix. Resolution in 72 hours or less via code correction, or work-around created.
3 - High	Restricts use of a capability. Acceptable work-around exists. Non-critical function affected or critical function affected, a work-around is identified. System is still operating.	Next Business Day	Problem will be addressed during business hours until resolution.
4 - Low	Prevents or restricts use of a non-essential capability. Minor nuisance.	Next Business Day	Problem will be addressed during business hours until resolution.

3.3 Urgency Level 1 (Critical)

Definition: The entire system, or an entire subsystem, is unusable (prevents use of capability). There is no work-around, and the fault has an immediate adverse impact on the commercial operation of a system. There are immediate safety and/or significant financial impacts. A single point of failure has occurred in the software or there is a fault that affects both the proper performance of both the primary and the redundant back-up of a system.

Response Time: Initial response is under 1/2 hour (any time of day). Problem will be addressed 24 hours/day until the system is restored to a functional and mutually agreeable state pending a permanent fix. This may include the isolation and identification of a failed hardware component, in which case, the Customer will be responsible for providing a replacement from their spare pool of equipment. If a catastrophic (hardware or software) fault is found with the equipment/system, this correction will be addressed immediately. Solacom will provide a correction for software or hardware (Replacement, Replace, or Recall) as required restoring the system to operation as per section B) 2.0 and B) 3.0.

3.4 Urgency Level 2 (Severe)

Definition: A failure resulting in an unacceptable workload or safety impact (restricts use of a capability), and there is no currently known work-around. This category of failure or defect causes or may cause occasional service interruptions. The system operation can be recovered by a manual intervention. There is a high risk of recurrence but no immediate safety and/or financial impact. Major system features or functions are affected. A redundant



component failure has occurred in the software or the related hardware and a significant portion of the system is affected but the system is still operational.

Response Time: Initial response under one hour (any time of day). Problem will be addressed 24 hours/day until the system is restored to a functional and mutually agreeable state pending a permanent fix. This may include the isolation and identification of a failed hardware component. The Customer will be responsible for providing a replacement from their spare pool of equipment.

3.5 Urgency Level 3 (High)

Definition: The failure restricts use of a capability and there is an acceptable workaround (acceptable means that the workaround comprises a reasonable set of actions to be taken where the restriction of the capability no longer results in an unacceptable workload or safety impact). Non-critical function affected, or critical function is affected but a workaround is identified. A redundant part of the hardware or software has failed and the system is still operating completely, however, without backup.

Response Time: This level of severity will be addressed during business hours. A maintenance software release may result, or a hardware bulletin to address this issue. Any new features the Customer may request will be addressed individually outside of this agreement.

3.6 Urgency Level 4 (Low)

Definition: The failure results in an acceptable workload or safety impact (prevents or restricts use of a non-essential capability and can be handled procedurally). The problem results in a minor nuisance. This level may also include new functionality or product enhancement, but is not service affecting or have any safety or financial impact.

Response Time: This level of severity will be addressed during business hours. A technical bulletin may result. Any activity on this issue will be addressed at Solacom's discretion. Any new features the Customer may request will be addressed individually outside of this agreement.

4. Customer Caused Damage (Failure/omission/incident)

In the event that the Customer calls Solacom for an agreed service level element and the root cause is determined to be (1) a modification or other alteration, (2) improper storage, installation, usage, maintenance or repair or (3) equipment that has been subjected to any kind of misuse or detrimental exposure or has been involved in an accident the item is not covered under this agreement.

5. Obsolescence

So long as Customer remains current with annual maintenance and support services, Solacom will make current software releases available to Customer during the Term. However, if Customer fails to make payment for annual maintenance and support then any activity related to a software component of a Customer owned system that becomes outdated, obsolete and/or is no longer supported by Solacom will be chargeable at the rates outlined in this Agreement or at Solacom's standard rates at the time of the incident. In some instances, the product may no longer be repairable due to lack of setup and/or product knowledge. In such instances, the product will be deemed non-repairable. Solacom will make every attempt to provide technical assistance for a product life cycle of at least 10 years following delivery. Solacom will advise its Customer in advance of any pending end of life of any system.

6. Travel & Living

In any event that Solacom is requested and/or required on-site, all travel and living expenses will be charged to Customer including travel time. During the troubleshooting of an Urgency Level 1 or 2 issue which requires travel to site and the fault is proven to be Solacom, the Travel & Living fees will be waived.

B. Solacom Labour Rate

For services provided outside the boundaries of this agreement, the following rates will apply. Prices are in US Currency:

Service Technician during regular business hours	\$176/hr, minimum 2 hours
Service Technician outside regular business hours	\$260/hr, minimum 2 hours
Software and Professional Engineer	\$380/hr, minimum 2 hours
In Factory Repair Service Rates	\$176/hr, minimum 2 hours

EXHIBIT B

Solacom Technologies Inc.

Maintenance and Support Policy
Hardware Support-- Level 2

Solacom's description of its Level 2 hardware support obligations is outlined below.

A. Definitions

"FPR" is defined as a Field Problem Report

"LRU" is defined as a Line Replaceable Unit which is a module or component of the Solacom system that the Customer is authorized to remove and insert.

"RMA" is defined as a Repair Material Authorization which is provided by Solacom to the customer when a LRU needs to be repaired or returned to Solacom.

"Business Hours" are defined from Monday through Friday, 0830-1700 ET excluding Canadian Statutory Holidays

"Customer" is defined as Solacom's Value-Added Reseller or "VAR".

"TSC" is defined as Solacom's Technical Service Center.

B. Customer's Obligations

During the term or any renewal of this Agreement, the Customer shall have the following maintenance and support obligations to enable Solacom to properly provide support activities identified. Any information provided by the Customer hereunder will be required in order to support the activity of an active/open FPR or RMA and/or during maintenance:

- a) The Customer shall provide Solacom with a complete network topology, including access points, log in information, trouble logs and reports and contact information, user ID/passwords for Solacom VPN access, firewall access or other related access information as required in order to facilitate troubleshooting and fault identification, diagnosis and/or correction. This may also include but not limited to the Customer service and maintenance logs, service schedules and/or third party activities, maintenance logs and/or modifications, etc.
- b) The Customer shall provide Level 1 support and have personnel on hand certified by Solacom to assist Solacom's second level support team to gather the required information to qualify and verify that an actual fault exists, or capture the details of the non-performance to be performed and attempt to reproduce the fault in order to characterize and isolate the failure mechanism if such a fault is being reported, and where possible to perform the required preventive and/or corrective activity to bring the system up and online. Customer is the initial contact point from end user and will perform initial triage and respond to all End User requests.
- c) The Customer shall maintain an inventory of recommended spare parts.
- d) The Customer shall provide Solacom with information and assistance reasonably required by Solacom to detect, verify, replicate and validate a fault to the system and/or a failure mechanism.
- e) The Customer shall have on hand, the equipment/tools required to reasonably assist in data collection and fault isolation relative to the system installed at that site.
- f) The Customer shall provide access to people and equipment to isolate third party equipment from the fault being investigated. If the fault is traced to equipment not part of the Solacom system as defined in this agreement, this activity will be treated as outlined in Section C.
- g) With regard to repairs, the Customer is responsible for the costs of shipping the faulty LRU to Solacom. Solacom will pay for the cost of shipping of the repaired or replacement unit back to the Customer's site except if no fault is found or if it is beyond economical repair; Therefore, the cost of shipment shall be borne by the Customer.

C. Solacom's Obligations to Provide Support Services for Hardware

1. General:

- 1.1 The Hardware Support program covers Solacom-manufactured and supplied hardware such as VOIP, T1, SS7 Gateway, Chassis, Lantronix, Demotech and Gateways.



1.2 Repair - In Factory

Solacom provides the service to repair a system or system component returned to the factory. This service comprises of the diagnostic testing and troubleshooting and repair labour to return this unit to full working condition, or identify it as beyond economical repair (BER) as appropriate.

2. Module Repair Service

2.1 Defective hardware components can be repaired through Solacom Repair service department. A Return Material Authorization (RMA) number will be opened to ensure proper tracking of module to repair. To obtain a RMA number, please communicate with Solacom Technical Service Center (TSC). A clear description of the problem with the module will be expected before a RMA will be issued.

2.2 The Customer must contact Solacom's TSC to authorize all returned materials prior to shipment. An RMA number will be issued to this specific item for tracking purposes. TSC can be contacted at

1-888-Solacom or 1-613-693-0841

Please follow voice prompt to relevant technical support (Press 1).

2.3 Repaired components are warranted for the remaining of the warranty or ninety (90) days from the date of return of the component to the customer, whichever ever occurs first. Solacom may decide to replace any components or modules if this is the best course to repair the defective module.

2.4 RMA Turn-around-time is 20 days. This shall mean the duration of time allotted for the servicing of equipment at factory. This time is measured from the date the equipment arrives at the factory and the date of equipment is shipped from the factory.

2.5 Any modules returned to Solacom where no fault is found will be charged an analysis fee of 350\$. A purchase order for the analysis fee will be required from the Customer before the module can be shipped back.

3. Exclusions

3.1 The hardware support program excludes Computers, Servers, LCD Touch or regular LCD Screen, Monitors, Keyboard, mouse, headset, handset and any consumable items unless covered under optionally purchased manufacturer support programs sourced through Solacom. Consumable items are items that generally have an expected life of less than one year.

3.2 Hardware support excludes any act of god, Products that are not properly stored, installed, used, maintained or repaired, or Products that have been subject to misuse, unauthorized modification, detrimental exposure or involved in an accident. A repair fee will be invoiced to the customer.

3.3 To implement a new software release with additional functionality desired by the Customer, new hardware may also be required; this is the responsibility of the Customer. As required, a quote for this new hardware will be provided.

4. Shipping

4.1 Unless otherwise specified in the Agreement or by a specific service agreement between Solacom and the Customer, shipping fees to Solacom from the Customer location is the responsibility of the Customer and shipping fees from Solacom to the Customer location is the responsibility of Solacom. Note that Solacom uses standard delivery shipping services.

4.2 If for any reason, the customer would like a more rapid repair services, additional charges may apply.

5. Advance Hardware Replacement

5.1 The Hardware Support program does not include advance replacement. The only time that Solacom will ship an advance replacement module is for any hardware that is found to be an out-of-box failure. The module will be shipped within 2 business days. The defective module must be returned to Solacom within 30 days. An invoice for the amount due will accompany the replacement module and if the module is not returned within the 30 days, the amount will be payable within 60 days of the date of the invoice.

5.2 Modules sent for repair may be replaced if judged appropriate by Solacom. Customer will be informed of this decision.



6. Third Party Hardware

- 6.1 Third Party Hardware not manufactured but supplied by Solacom will follow the same RMA process as outlined in section C-2 of this program. However, the RMA Turn-around-time will not apply as Third Party Manufacturers are involved and have different processes. Solacom transfers the Third Party warranties and will offer additional support programs if available and permitted by the Third Party Hardware manufacturer. Typically, extended warranty on Third Party Hardware can be obtained at the time of purchase of the Third Party Hardware.
- 6.2 This agreement does not cover repairs or replacement by Solacom of Customer-supplied Third Party Hardware.
- 6.3 Extended warranties purchased on Third Party Hardware such as Computer and Servers are covered by the Third Party support agreements.

7. Customer Caused Damage/failure/failure/accident

In the event that the Customer calls Solacom for an agreed service level element and the root cause is determined to be (1) a modification or other alteration, (2) normal consumption, (3) improper storage, installation, usage, maintenance or repair or (4) equipment that has been subjected to any kind of misuse or detrimental exposure or has been involved in an accident the item is not covered under this agreement.

8. Obsolescence

Any activity related to a hardware component of a Customer owned system that becomes outdated, obsolete and/or is no longer supported by Solacom will be chargeable at the rates outlined in this Agreement or at Solacom's standard rates at the time of the incident. In some instances, the product may no longer be repairable due to setup and/or product knowledge. In such instances, the product will be deemed non-repairable. Solacom will make every attempt to provide technical assistance for a product life cycle of at least 10 years following delivery. Solacom will advise its Customer in advance of any pending end of life of any system.

9. Solacom Labour Rate

For services provided outside the boundaries of this agreement, the following rates will apply. Prices are in US Currency:

Service Technician during regular business hours	\$175/hr, minimum 2 hours
Service Technician outside regular business hours	\$260/hr, minimum 2 hours
Software and Professional Engineer	\$350/hr, minimum 2 hours
In Factory Repair Service Rates	\$175/hr, minimum 2 hours

EXHIBIT C

STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect equal or superior dignity, as applicable, with the provisions thereof; provided, that if the cost to the County than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Nassau County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the contract or agreement identifying such entity.)

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the contract or agreement (the Work) shall be made by the County in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request the County shall have the number of days provided in the Act in which to make payment.

2. Any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. In the event the contract or agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's office or other points of dispatch of its subcontractors, employees, officers or agents with the services being rendered.

4. The county shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. The County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor for his, her or its reasonable expense incurred thereby provided prior to approval of the County Manager of the County or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the contractor under the contract or agreement, unless specifically provided otherwise therein, complete sets of such drawings

and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the contract or agreement, any such indemnification shall be subject to and within the limitations set forth in section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales tax, the County shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the contract or agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the contract or agreement. Any other provisions of the contract or agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make the contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

[SEAL]

KRAUS ASSOCIATES INC., dba

AK ASSOCIATES

BY: _____

Elaine M. Kraus, President

Attest: _____

Print Name: _____

BOARD OF COUNTY COMMISSIONERS

NASSAU COUNTY, FLORIDA

BARRY V. HOLLOWAY

Its: Chairman

ATTEST AS TO CHAIRMAN'S

SIGNATURE:

JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form by the

Nassau County Attorney

DAVID A. HALLMAN

EXHIBIT D

911 SOLACOM SYSTEM
(As provided by the MIS Department)

Description of Project:

To replace the current Cassidian\Solacom based 911 system with a Geo-diverse Solacom system including Solacom selective router. The system will be housed at the Nassau County Sheriff's PSAP. The complete system will include the following main components: Solacom Guardian at location and geo-diverse, 12 positions, all server hardware and software licenses, MIS package and applicable server. In addition, the county will consider purchasing all desktops as part of this bid. The county wishes to reuse existing licenses and hardware where feasible.

Project Details:

The county wishes to purchase a complete 911 Solacom system that utilizes our current Solacom selective router and gateway.

Section 1 – Servers\Back End\Licenses

Qty	Item	Description	Item Cost	Total Cost
1	MT-HSGUARD-01	Annual Guardian Hardware Support Year 1	\$0.00	\$0.00
12	MT-SSGUARD-01	Guardian Position SW License continu Y1	\$1,300.00	\$15,600.00
2	P-CABINET-42U	42U Cabinet Kit	\$3,019.24	\$6,038.48
12	P-DP HANDSET_6W NC	2 Prong Handset 6 wires noise cancelling	\$109.78	\$1,317.36
1	P-ENH ADMIN-5YS	Enhance ADMIN server w/5yrs w/in 4 hr supp	\$2,482.55	\$2,482.55
2	P-ENH APP-5YS	Enhance APP server w/5yrs w/in 4 hr supp	\$4,167.84	\$8,335.68
1	P-ENH MIS-5YS	Enhance MIS server w/5yrs w/in 4 hr supp	\$2,963.63	\$2,963.63
2	P-IP_SERIAL-8P	8-Ports serial to 100 Converter	\$995.89	\$1,991.78
2	P-IQ1000	IQ1000 Chassis Kit	\$4,933.50	\$9,867.00
2	P-KVM 4 PORT	KVM switch 4 port kit	\$1,191.05	\$2,382.10
12	P-IRR	Recording software license – dual cap	\$505.85	\$6,070.20
12	P-PAC 11	Position Audio Controller Base kit	\$1,643.08	\$19,716.96
12	SL-GUARDPOS LIC	Guardian Operator Position License (Concurrent)	\$6,829.06	\$81,948.72
12	P-SUP POS-5YS	Superior Position PC	\$1,993.93	\$23,927.16
12	P-KYPADU6	Programmable 24 keys Keypad USB 6'	\$144.10	\$1,729.14
1	P-IP_SERIAL-4P	4-Ports serial to 100 Converter	\$457.33	\$457.33
12	SL-MIS G/C_POS_GEO	MIS Position Lic Guardian Geo Div	\$147.32	\$1,767.78

12	P-HDSET_RA	Handset Adaptor for Recording	\$77.28	\$927.36
12	P-MONITOR 24in	Standard monitor 23.5 inches	\$315.56	\$3,786.72
1	SL-GUARDSOFTLIC-GEO	Guardian Ctrl License (Geo-Diverse)	\$9,977.76	\$9,977.76
4	P-PWR_BAR_20A	Nema 5-20P 20A vert, pwr bar	\$103.97	\$415.88
2	P-HDVOIP	High Density VoIP Card	\$14,170.36	\$28,340.72
1	SL-GUARDSOFTLIC-GEO-B	Guardian Ctrl License (Geo-Diverse) Site B	\$15,350.40	\$15,350.40
2	P-T1	T1 16 Span Card	\$12,047.46	\$24,094.92
2	P-ALI-DPLX	Duplex Ali modem kit	\$2,315.67	\$4,631.34
1	SL-MIS G/C_SVR_GEO	MIS base for Guardian/Combo-Geo Div	\$3,764.01	\$3,764.01
4	P-EGN400-KIT	Emergency Gateway to legacy SR (4FXS)	\$725.31	\$2,901.22
4	P-MGN400-KIT	Gateway to legacy POTS Line (4 FXO)	\$667.35	\$2,669.38
2	P-ENH_FWALL_SPLX	Enhanced simplex Firewall package	\$916.33	\$1,832.66
6	P-ES_CS1G24	Cisco Cat 2960G 24TC-L switch (3 Side A)(3 Side B)	\$3,138.35	\$18,830.10
1	SL-MIS G/C_SVR_GEO_RP	MIS base + Replicator for G/C - Geo Div	\$4,298.54	\$4,298.54
1	SHIPPING FEE	Shipping and handling fees	\$3,816.54	\$3,816.54
1	AKMAT	Installation Materials		\$3,000.00

The following items should be quoted as spares to be left at Nassau County but not installed as part of the system

1	P-EGN400-KIT	Emergency Gateway to legacy SR (4FXS)	\$725.31	\$725.31
1	P-MGN400-KIT	Gateway to legacy POTS Line (4 FXO)	\$667.35	\$667.35

SECTION 1 TOTAL: \$316,626.07

Section 2 – Installation and Training

The winning bidder shall be responsible for installation of the complete system. They will work in conjunction with our current maintenance provider to provide a complete system. Our current maintenance provider will facilitate the moving of all circuits. However, it will be the responsibility of the installer to ensure functionality.

The quote for installation and training should be all inclusive including but not limited to travel, lodging, meals, and other related travel expenses. The quote for installation should provide for a fully functional system and not quoted on a day by day basis.

Description	Cost
Installation as described above	\$37,000.00
Customer Training (Call taker, Admin, MIS, Cut-over coaching)	\$9,900.00

SECTION 2 TOTAL: \$46,900.00

911 Solacom System Price Sheet

Section	Price
Section 1 – Server\Hardware\Licenses	\$316,626.07
Section 2 – Installation\Training	\$46,900.00

Total of Section 1 and 2 above: \$363,526.07

Total Bid Written in Words: Three hundred and sixty three thousand five hundred twenty six and seven cents.

CORPORATE DETAILS:

COMPANY NAME: Kraus Associates, Inc. d/b/a AK Associates
ADDRESS: 325 Porta Rosa Circle, St Augustine, FL 32093
TELEPHONE: (603) 432-5755 x. 2
FAX: (603) 432-0900
E-MAIL: jkraus@akassociates911.com



June 19, 2014

EXHIBIT E

Ray Eslinger
911 Coordinator
Nassau County Florida
76001 Bobby Moore Circle
Yulee, FL 32097

Dear Mr. Eslinger:

Please accept this email as Solacom's confirmation regarding Nassau County Florida and the question regarding future software for text to 911 purposes. Provided the system maintains continuous software support from Solacom, the interface for SIP MSRP text-to-911 software will be provided to the county at no additional charge when this feature is made available by Solacom.

If there is any required hardware, provisioning and implementation charges they would still apply. Any charges from a TCC-text control Center for connectivity or for network connection equipment or network access into the system would be the counties responsibility.

Regarding the maintenance of the system software and hardware components, Solacom covers system software under a software support fee based on the number of positions. That amount is \$1300 per position per year, the detail of future years is in the chart below. Hardware falls into two categories, first category is the computer hardware which is Dell servers and PCs. The most recent quotation had the three-year Dell support included, the cost to increase this to five years for all the equipment as quoted is also in the table below. This must be ordered at the time of the original purchase from Dell in order to secure this pricing from them. The second hardware category is for all of the other hardware supplied by Solacom, it is covered on an annual basis as detailed in the table below. The first year for both hardware and software are included in the initial purchase. These prices are based upon the number of positions and amount of hardware purchased. Provided no other software or hardware is added to the system, we will guarantee these tier 1 prices to AK Associates and the County for the initial five years.