

PURCHASE, INSTALLATION AND MAINTENANCE SERVICE CONTRACT

Elite Premier Purchase, Installation and Maintenance Service

This Agreement is entered into between Columbia County, 263 NW Lake City Avenue, Lake City, FL 32055, a political subdivision of the State of Florida, (hereinafter called "County") and Kraus Associates Inc., d/b/a AK Associates, 326 Porta Rosa Circle, St Augustine, FL 32092 (hereinafter called "Contractor"). It is agreed between "County" and "Contractor" as follows:

AK ELITE PREMIER INSTALLATION AND MAINTENANCE SERVICE

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

COSTS: AK Elite Premier Maintenance

AK Elite Premier Service (labor only) –

1 day per week with minimum 4 hours one day a week for preventive maintenance and scheduled subsequent installations for equipment adds, moves and changes.

AK Elite Premier Maintenance

▪ June 1, 2020-May 31, 2021	<u>\$ 29,730.00</u>
▪ June 1, 2021-May 31, 2022	<u>\$ 30,175.00</u>
▪ June 1, 2022-May 31, 2023	<u>\$ 30,175.00</u>
▪ June 1, 2023-May 31, 2024	<u>\$ 30,630.00</u>
▪ June 1, 2024-May 31, 2025	<u>\$ 30,630.00</u>

Note: The Contractor agrees to provide the County with a quote for Motorola Extended Warranty for subsequent years on a yearly basis.

AK ELITE PREMIER MAINTENANCE SERVICE:

AK Associates Elite Premier Maintenance service includes the following:

This service provides free installation and maintenance service for the Motorola 911 System purchased from the Contractor. 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 a weekly 1 day per week on-site preventive maintenance program, free Project Management (professional services) for system implementation support for all new technologies (such as wireless phases I and II and VoIP implementation), associated 9-1-1 equipment and CAD integration, etc. The Contractor shall provide 1st-tier labor to maintain such equipment at no additional cost, for the duration of the AK Elite Premier Maintenance Service

contract. Manufacturer's labor as well as any materials not covered under extended warranty are billable/chargeable.

AK Elite Premier Maintenance

- Provide 1st-tier labor support at the Columbia County 9-1-1 PSAPs. Maintenance (labor only) will be performed by the Contractor for all work performed on the 911 System and all associated components installed by the Contractor.
- Retraining may be done at various times at no additional cost upon request of the County throughout the life of the contract. The County is responsible for all training materials supplied by the equipment manufacturer after the initial training.
- Testing, identification and referral of wireless, wireline 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 to equipment installed by Contractor.
- Labor to install yearly scheduled upgrades. The County and/or manufacturer are responsible for all hardware, software, associated miscellaneous materials and upgrade costs from Manufacturer (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 the 9-1-1 equipment and 9-1-1 network.
- Free Project Management (professional services) for system implementation support for wireless phase II, VoIP, On-Star and Next Gen 911. Any labor required by the manufacturer is billable.
- Labor to install, relocate, or remove any existing equipment installed by the Contractor, including system upgrades, training, system reconfigurations, selective router programming, direct trunking and integration support. ALL LABOR ASSOCIATED WITH THE EQUIPMENT INSTALLED BY CONTRACTOR IS COVERED UNDER THIS AGREEMENT. Any cost for hardware, software or manufacturer's labor is the responsibility of customer.
- Free Consulting Services on all equipment provided by AK Associates.

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

On-site Technical Service Support – One day per week on-site preventive maintenance service provided by trained AK technicians to be scheduled weekly Monday through Friday except for approved County (State) Holidays.

Remote Technical Service Support – 24 hour service performed by a trained technician for all out of hours service problems. Response for major outages shall be within a maximum two hour time frame and for non-service affecting problems a four hour time frame. AK Associates shall provide the “County” with a current escalation list, including an 800 number for all service requests.

TERM OF MAINTENANCE AGREEMENT. This Agreement shall commence on June 1, 2020 and terminate five (5) years thereafter (the “Initial Term”), unless earlier terminated in accordance with the provisions of this Agreement. This Agreement shall be automatically renewed and continue in force on a year-to-year basis (“Extended Term”) until terminated by either party upon a ninety days (90) days written notice to the other party prior to the expiration of the Initial Term or any subsequent Extended Term.

RENEWAL OF MAINTENANCE CONTRACT: The agreement will be automatically renewed unless the “County” notifies the “Contractor” within 60 days of expiration. The annual rate shall not increase more than 3% per year for additional years or a new fixed rate may be established between the “County and the “Contractor”.

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

TERMINATION. The County shall have the right to terminate the agreement prior to the expiration date set forth in this contract as long as, the County provides ninety (90) days written notification of termination by registered mail in the event the Contractor fails to perform or observe any covenant or obligation set forth in this Agreement regarding the maintenance of the Hardware and Software and the County has given Contractor 90 days prior written notice and Contractor has failed to cure within said time or the failure is one which cannot be cured within that time and the Contractor has failed to take reasonable steps toward said cure within ninety (90) days of notice from the County.

PAYMENT. The Contractor shall provide the County with an invoice per year for AK Elite Premier Maintenance Service and Manufacturer’s extended warranty. The County shall pay the Contractor within thirty (30) days of invoice(s).

ATTEST:

By: P. Newitt Carr
(Signature)

Date: 2-13-2020

COUNTY SEAL:

(Columbia County, Florida)

By: Toby Witt
Toby Witt Chairman Board of County Commissioners

Date: FEBRUARY 06, 2020

ATTEST:

By: Reth Stankus
(Signature)

Date: 2/20/20

CORPORATE SEAL:

CONTRACTOR:

Kraus Associates Inc., d/b/a AK Associates

By: Julie Chase
President

Date: 2/20/20