

AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **Word Systems LLC**, whose principal address is 9045 River Rd. Ste 125, Indianapolis, IN 46240 with a mailing address of 9985 W. Bay St., Seminole, FL 33776, possessing FEIN# 84-3694919 (hereinafter referred to as “FIRM”) under seal for the Communications Voice, Data and Logging Recorder System, (hereinafter referred to as the “Project”), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid #21P-136 - Communications Voice, Data and Logging Recorder System, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. This Agreement shall commence upon the date of the last signature below, herein, and will be effective through October 31, 2026 (the “Term”). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work, defined herein, will proceed in a timely manner without delays.

Section 4 – Scope of Services. FIRM shall complete the Work for Project 21P-136 – Communications Voice, Data and Logging Recorder System, more fully set forth on Exhibit A – Statement of Work, hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make a one-time payment of \$532,621 for the purchase of the system, and \$70,230.50 to be paid annually after the first year and for the remaining four (4) years (the “Agreement Price”), to FIRM under COUNTY’s established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

Section 6 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 10 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

Section 11 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes.

Section 12 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 13 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 15 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 17 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 18 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.09(1), F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for a least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 21 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 22 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.

3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
 4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 25 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 26 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties’ compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 27 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Statement of Work, Exhibit B – the Proposal, Exhibit C – Warranty Agreement.**

Section 28 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM’s and COUNTY’s representatives and addresses for notice purposes are:

FIRM: Word Systems LLC
 9985 W. Bay St., Seminole, FL 33776
 CONTACT PERSON: Jim Halsmer | Phone: 727-828-6069

COUNTY: Marion County 9-1-1 Communication
 c/o Marion County, a political subdivision of the State of Florida
 601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
 Marion County Procurement Services Department
 2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices

solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: jhalsmer@wsystems.com and mbarretto@wsystems.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM

AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

JEFF GOLD DATE
CHAIRMAN

BCC APPROVED: October 19, 2021
21P-136 | Communications Voice, Data and Logging Recorder System

WORD SYSTEMS LLC

BY: DATE

PRINTED:

ITS: (TITLE)

Exhibit A

Statement of Work

Word Systems' Responsibilities: Word Systems will provide the applicable and necessary labor, supervision, maintenance, consultation, materials, and/or tools to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Client under this SOW.

- Word Systems will help coordinate a preinstall with the site POC to help both sides better understand the location for the equipment and determine the cabling needs and pathways and review responsibilities of the client prior to installation, and a date for start and completion of project.
- Word Systems is only responsible for the part numbers listed on the quote
- Will train all personnel
- Make sure that the NICE NRX server placement is in a room that has proper ventilation and cooling, and is environmentally controlled with clean power.
- Will conduct a follow up call one week after installation
- Provide and mount *66 (or 110 where applicable) blocks for Audio Connection cable
- Connecting cable from above blocks to the recorder.
- Delivery and unboxing of the recording system.
- Rack Mount Servers in customer provided Racks
- Set-up and test the Recorder applications
- Load and test Client applications
- Audit and test all channels
- Set up Time Sync to customer source
- Install UPS to power source located in customer provided Rack.
- Use connections in place from their current recording system where possible

Word Systems' Limitations: Word Systems will not provide the following but will work with the customer to help with proper completion.

1. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
2. This engagement does not include:
 - a. Electrical or Customer Network related services

Client's Responsibilities: The estimated duration and associated fees presented in this SOW are based on the following Client Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Client is responsible for the following:

- Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Word Systems.
- Client will provide Word Systems the necessary access to internal experts, location(s), all critical systems, applications, workspace and equipment required at each field location to complete the project.
- Client will provide all necessary wiring and installation areas that are required outside of this SOW for the successful completion of the project prior to Word Systems's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
- Provide power receptacle within three feet of each NRX server. A minimum of two receptacles is required.
- Customer to provide hardware for client applications that meet or exceed specifications
- Have all personnel that will operate NICE, onsite when training occurs.
- Do not perform any alterations on the NICE systems without Word Systems approval.
- If connecting to the network, the customer must have IT personnel present during the installation.

- Make sure that the NRX server placement is in a room that has proper ventilation and cooling, and is environmentally controlled with clean power.
- Provide all Audio Connections (Radio and Telephone) *cabled to within 12' of recorder.
- Provide Network connection to within 12' of recorder.
- Provide Rack space with Shelf and or table top for recorder
- IP Address for recorders
- Provide Administrative permissions to desk top PC's that will have Nice applications
- Provide Temporary internet connection
- Provide a list of log in names
- Provide information regarding who gets Verify and Inform Reconstruction
- Provide information regarding who gets Administrative applications
- Provide a list of items that need to be recorded
- Provide Cable from 911 CPE CAD port for ANI/ALI Data. Transmit, Ground, and Receive on a DB9 connector to the Recorder location. (if used)
- Provide one pair of dry contact from each position to the 66 blocks provided for contact closure
- Provide Time Sync Source via NTP Address
- Provide power outlets for UPS

DRAFT

EXHIBIT B THE PROPOSAL



Qty		Description	Item #	Unit Price	Extended
Enterprise NICE Solution with Full Resiliency - Includes Telephony and IP Radio Capture					Quote Date: 9/30/2021
Prepared For: Marion County 911					
Prepared By: Mike Barretto 727-898-6069 mbarretto@wsystems.com					
NICE Inform Recorder Standard Features Include:					
1	Enhanced Security Features E-mail/SNMP based Alarms Custom Database Fields-CORE API Drivers NTP Support 256-Bit Encryption-Advanced Storage Compression		NIL		
	MD5 Fingerprinting Rules-based Archiving & Backup Network Based Archiving Support Personalized Views & Statistical Reporting Package				
Nice Boards					
2	Analog / Digital / Trunk short length PCI-E interface board (NO CABLE included)		RA-NPS-INF-ADT-SHORT		\$1,462.00
14	Analog / Digital / Trunk full length PCI-E interface board (NO CABLE included)		RA-NPS-INF-ADT-FULL		\$16,366.00
Nice SQL					
2	MS SQL 2016 64 bit Server Client Access License (Required for every server)(Includes 1 CAL-USR)		RA-NPS-SQL2017-64-CAL-SVR		\$800.00
20	MS SQL 2016 64 bit User Client Access License (Per Concurrent application user ie. Reconstruction and Verify)		RA-NPS-SQL2017-64-CAL-USR		\$8,000.00
6	MySQL Server license (Standard Edition) (Required for all new Inform installations)		RA-NPS-MYSQL-STD		\$2,640.00
Nice Inform Elite					
227	1 Primary Inform Elite Audio Recording channel license, including Inform Elite applications, GIS, CAD, CTD, telephony CDR, CTI integrations, ANI/ALI support and 1 Text Recording channel license. Per Primary Channel		RA-NPS-INF-ELITE-1CH		\$199,022.00
227	Resilient Inform Elite Audio Recording Channels		NPS-INF-ELITE-RES-1CH		\$26,536.00
38	Inform Professional/Elite Software Screen Recording channel license. Per Workstation		RA-NPS-INF-SCREEN-1CH		\$11,106.00
Nice Software Assurance					
	Public Safety Maintenance Agreement for NICE products for Business Partners, Enhanced package SLA 1 year. Includes software hot fixes, update packs and minor version upgrades. Excludes major version upgrades. (REQUIRED)		RA-PS-MAINT-NICE-IND-STD-PS		\$7,635.00
Additional Hardware / Software					
2	HP 5U Server (2xQC Xeon 2.4, 32GB, 600GB RAID5, Redundant PS, 4-Post Rack Rails, MS SVR STD 2016) Up to 192 channels of TDM or mix of channels not to exceed 200CH PSC QTY 2 - 1 For Primary NIR 1 for Resilient NIR		HP-ML350G10		\$19,990.00
1	HP Tower/4U Server (QC Xeon 2.4, 2x2TB RAID1 & 4X2TB RAID 5 for screen storage, 32GB RAM, Redundant PS, No Rack Hardware, MS SVR STD 2016) Up to 56 channels of TDM or mix of channels not to exceed 200CH PSC QTY 1 - For Inform Primary and Screen recording storage		HP-ML30G10		\$5,499.00
2	HP 2U Server (QC Xeon 2.4, 2x2TB RAID1, 32GB, Redundant PS, 4-Post Rack Rails, MS SVR STD 2016) Up to 32 channels of TDM. (1 full and 1 short max) or mix of channels not to exceed 200CH OPD QTY 2 - 1 for Primary NIR 1 for Resilient NIR		HP-DL380G10		\$18,390.00
1	HP Tower/4U Server (QC Xeon 2.4, 2x2TB RAID1 & 4X2TB RAID 5 for screen storage, 32GB RAM, Redundant PS, No Rack Hardware, MS SVR STD 2016) Up to 56 channels of TDM or mix of channels not to exceed 200CH OPD QTY 1 - For Inform Resiliency and Screen recording storage		HP-ML30G10		\$5,499.00
2	HP Tower/4U Server (QC Xeon 2.4, 2x2TB RAID1, 16GB, Redundant PS, No Rack Hardware, MS SVR STD 2016) Up to 56 channels of TDM or mix of channels not to exceed 200CH Backup Site QTY 2 - 1 for Primary NIR and 1 for Resilient NIR		HP-ML30G10		\$10,988.00
2	NICE MCC7500 IP Radio Loggers PSC (18 Talk Paths) & OPD (13 Talk Paths) QTY 2				\$165,178.00
Accessories					
4	1.5ft USB to DB9 Serial Adapter Cable		26886		\$100.00
9	External USB Systems Image Drive (Include one with each server)		WSI-SYSIMAGE		\$855.00
4	HP Tower to Rack Conv Tray Universal Kit (for HP-ML110/ML310/ML30/ML350G10) Does not fit threaded rack holes.		HP-874578-B21		\$1,580.00
				Sub-Total	\$501,646.00
Professional Services					
	On Site Installation		Inst-On-Site		\$30,000.00
1	Training Module 1: Admin and End User on Reconstruction and Verify (2.5 Hrs)		WSI-NiceTrainMod1		\$375.00
1	Training Module 2: Incident Management Organizer and Media Replay (1 Hour)		WSI-NiceTrainMod2		\$150.00

1	Training Module 3: Evaluator Quality Applications; Templates, Evaluator and Reporter. (3.0 hours)	WSI-NiceTrainMod3		\$450.00
0	Pre-Paid Four Year Extended Warranty Coverage = Total of Five years warranty Annual Payments of \$70,230.50 - To begin post warranty - Year 2		\$280,922.00	\$0.00
	FREE Denise Amber Lee Foundation Training (With Qualified NICE Evaluator Purchase) One Day Webinar Training for QA feedback -Consult and train staff on providing feedback on call analysis -Provide calibration services to the agency to make sure all calls are being reviewed the same by multiple quality assurance evaluators -Provide Training classes on those areas needing improvement based on summary analysis and trend reports		\$1,500.00	
			Order Total	\$532,621.00
Terms and Conditions				
A	Please see Exhibit A (Separate Attached Doc) for sample Statement of Work -To be reviewed at Pre-installation meeting.			
B	Please see Exhibit C (Separate Attached Doc) for 1 Year Warranty and or Technical Services Agreement.			
C	DELIVERY: Please allow estimated 30-60 days from date of written purchase order (or date of first payment when applicable) for delivery.			
D	Warranty on the equipment will start after installation is complete, or 90 days after acknowledgement from customer to order equipment and/or licenses via 50% deposit or special request, whichever is earliest.			
E	Custom equipment orders may not be returned. Stock merchandise and accessories may be returned if in the original packaging provided a restocking fee of not less than twenty-five percent (25%) or such greater restocking fee as determined by WSI's supplier is paid by customer.			
F	This quote does not include State and Local taxes. Customer to provide tax exempt certificate or taxes will be added to the invoice.			
G	Payment terms; 50% with order, 50% upon system installation.			
H	This price list together with all of its Exhibit and license terms and conditions from the software manufacturer, which are hereby incorporated by reference, constitutes the entire agreement with respect to its subject matter. No inconsistent or additional terms submitted by Customer in any purchase order or similar document will be binding on WSI.			
I	Please mail purchase orders to Word Systems, 9045 River Road, Sute 125, Indianapolis, IN 46240 or FAX-317-544-2192			
J	QUOTATION IS VALID FOR 90 DAYS			
	Approved By	PO#		
	Title	Date		

EXHIBIT C
WARRANTY AGREEMENT



WORD SYSTEMS, LLC
Est. 1977

Warranty Agreement

This is an agreement (hereafter referred to as the "**Agreement**") between Word Systems, Inc. (hereafter referred to as "**WSI**") and the Customer _____ (hereafter referred to as "**Customer**").

The term of this Agreement shall be from the **Start Date** referenced below, and remain in effect for the duration noted on this agreement, not to exceed one full calendar year.

This Agreement is for the sale of items listed on the WSI "**Sales Invoice**" and becomes effective upon completion of installation and full payment therein, (hereinafter such items collectively referred to as the "**Equipment**" and "**Software**" or the "**System**") and covers the service, support, parts, and labor for the System during the Term of this Agreement.

Start Date: UPON COMPLETION OF INSTALLATION

Warranty Duration: _____

ARTICLE I

WARRANTY SERVICES

A. SERVICES WSI will provide to Customer support as follows:

- 1) Support for Software and Equipment purchased hereunder. WSI will provide error correction on software by means of a "temporary fix," in which case it will continue to use reasonable efforts to pursue a permanent solution.
- 2) Repairs will be performed and replacement parts will be furnished, if available, at no charge. The returned defective and/or worn parts WSI replaces become the property of WSI. WSI reserves the right to replace or exchange any defective piece of Equipment with another if WSI determines there is a need to do so, regardless of age or serial number.
- 3) Installation of Equipment, or any Software revisions to basic Equipment, that is required by the manufacturer to correct a problem. It must be determined to be essential and be needed to keep the Equipment running. This would be considered a 'minor' or 'patch' software upgrade. This does not include a 'major' software upgrade that includes extra features and enhancements that are sold to increase performance or functionality unless Software Assurance has been purchased and outlined.
- 4) Training will be performed remotely between 8 am and 5 pm, Monday through Friday, EST, excluding holidays, unless other arrangements have been agreed upon in writing prior to the Start Date.
- 5) Services are to be performed Monday – Friday 8AM – 5PM EST, unless the service is deemed to be for a 'down' system or a high severity call that greatly effects the site.
- 6) In the event of replacement parts or equipment during the course of this agreement, the new items will have a 90 day warranty, or will be covered for the duration of the Warranty, whichever is longer in duration.
- 7) Warranty includes 90 days onsite service, and remote support in accordance with the Warranty duration listed above. Any TSA/RTSA purchased by customer will supersede this agreement.
- 8) Access to available knowledge resources i.e., technical documents, bulletins, webinars, user guides and User Group contact information.

B. ADDITIONAL CHARGES Additional Charges, if any, will be assessed per this Agreement as shown below:

- 1) WSI will charge for time and materials for performing any services connected with relocation of equipment and expansions of equipment (30 days prior approval required). WSI will charge time and materials rates for all repairs and software support needed to repair computer virus contamination of the WSI supplied computer system. WSI will charge for installation of any system expansions. The Customer agrees not to load any software on the WSI supplied computer without the prior written permission from WSI. WSI will charge for any installation of system expansions, software enhancements, software and related modifications or additional attachments and accessories that the Customer requests but would not normally be essential to keeping the equipment operational with its then current functionality.
- 2) Additional onsite training, beyond initial training provided with purchase, will be invoiced at WSI standard hourly rate.
- 3) WSI will charge for any parts or equipment that must be replaced due to cause other than normal wear and tear. Damages caused by accident, abuse, acts of god, operator errors, etc. are chargeable
- 4) WSI shall not have any obligations with respect to problems due to any modification of the Equipment or Software by anyone other than WSI, the improper combination of Equipment or Software with other products not provided by WSI, or the use of the Software or Equipment in an unreasonable manner. Any services that WSI agrees to perform due to the foregoing shall be charged at WSI's then current rates.
- 5) WSI shall not have any obligations with respect to problems due to Customer's failure to install standard software updates or comply with the manufacturers' recommended operating environment or specifications, or due to changes in Customer's own network or hardware. Any services that WSI agrees to perform due to the foregoing shall be charged at WSI's then current rates.
- 6) WSI shall use commercially reasonable efforts to provide the agreed upon technical services. If an identical part or Equipment is not commercially reasonably available when there is a need for replacement, then WSI may use a compatible, alternate part or equipment. However, should WSI determine that a part or certain equipment of Customer is not commercially reasonably available for repair or replacement of an identical or compatible, alternate part or equipment, due to its age, technology advances in conjunction with Customer's other equipment, services, or compatibility with Customer's systems, then Customer shall be required to purchase a replacement part or equipment in order for WSI to complete the technical services pursuant to this Agreement.

C. EXCLUSIONS WSI does not provide:

- 1) Electrical work, cabling, drilling or carpentry;
- 2) Technical support of equipment not provided by WSI;
- 3) Loaner equipment. Consult account manager for spare/redundant systems;
- 4) Additional equipment or upgrades to existing equipment or operating systems, software or other tools or utilities or networks or components that may be required in connection with a manufacturer's 'major' software upgrade, unless Software Assurance has been purchased and outlined.
- 5) Support in resolving network, workstation, database, environmental or other errors not directly related to the Software and Equipment listed in this Agreement;
- 6) Technical support of systems that have non-standard configurations that have not been certified by 3rd party providers are specifically

excluded from the Agreement unless otherwise agreed in writing by WSI and included in this Agreement;

- 7) Any hardware, software or systems supplied to the Customer by a third party, unless specifically included in this Agreement.
- 8) Management of anti-virus or other security applications (see WSI for approved 3rd party applications).

Warranty Exclusion: WSI is providing technical services in lieu of any warranties from manufacturer. To the fullest extent permitted by law, the services herein and the Software and Equipment are provided on an "as is" basis. WSI does not warrant that the Equipment and Software will operate uninterrupted or error free or that all defects will be corrected or that they will meet customer's requirements or will operate in combinations with other equipment, software, or data not provided by WSI. **WSI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, EQUIPMENT, AND SYSTEM. WSI DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORTS, NON-INFRINGEMENT OR WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. In lieu of such warranties, WSI shall provide all of the services stated herein throughout the term.**

ARTICLE II

GENERAL TERMS AND CONDITIONS

A. WSI RESERVES the right to modify or delete any term or condition of this Agreement by giving a 30-day prior notice to Customer, in which case Customer may terminate this Agreement by giving WSI written notice of its intent to terminate within 30 days of its receipt of notice from WSI regarding the change, in which case WSI will provide a pro-rata refund of pre-paid Technical Services Fees for the remainder of the Term.

B. LIABILITY DISCLAIMERS WSI shall not be liable or held responsible for any delay in or failure or defect of performance under this Agreement, or be liable for any other consequence, damage, injury, or loss, caused by or resulting from any act, event, occurrence, or cause beyond the reasonable control of WSI, including (without limitation) acts of God, war, fires, hurricanes, explosions, floods, strikes, major mechanical breakdown, system malfunctions, interruption of utility services, acts of any unit of government or agency thereof, work stoppage, breakdown, virus contamination, theft, loss of data, lack of available parts from the manufacturer, loss caused by power failures, loss caused by lack of Customer equipment or software backups, or work done due to lack of proper training of Customer's personnel. Customer is expected to insure the Equipment, Software, and System and to backup all data, voice and video files and to protect the computer from incoming virus damage. Service calls that are caused by any of the foregoing exclusions shall be invoiced at the currently published time and materials rates.

To the fullest extent permitted by law:

- 1) WSI and its officers, directors, employees, shareholders, agents and representatives shall not be liable to customer or any other party for incidental, special, exemplary or consequential damages (including, without limitation, loss of anticipated profits, loss of data, and loss of goodwill) arising out of or related to this Agreement or the goods and services provided, even if advised in advance of the possibility.
- 2) Except with respect to damages caused by WSI's willful misconduct, WSI's liability (including attorneys' fees) to customer or any third party arising out of or related to this Agreement and the goods and services provided shall, for any and all causes and claims, regardless of the form of action, whether based on contract, tort, negligence, strict liability, indemnification or otherwise, in the aggregate not exceed the price paid by Customer for the particular goods or services involved prior to such claim's accrual under which such damages arose.

C. CUSTOMER RESPONSIBILITY It is the responsibility of the Customer to have trained personnel operating the Equipment who have basic PC knowledge. Additional training is available from WSI for an additional charge as new people are hired to run the Equipment. The Customer shall make the Equipment available to the service department representative as soon as a

representative arrives on-site and agrees to allow the WSI technical services representative access to the Equipment, immediately upon arrival. Any delays will be charged for at our regularly published service rates. Access will be given to him/her for as long as it takes to repair and adequately test the Equipment.

D. FORCE MAJEURE If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of inclement weather, strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this section shall at no time operate to excuse Customer from any obligations for payment when due, and all amounts shall be paid by Customer to WSI when due.

E. GOVERNING LAW; VENUE This Agreement and any matters and disputes related thereto shall be governed by and construed in accordance with the laws of the State of Indiana without regard to the choice of law principles thereof. Any cause of action arising hereunder may only be brought in a federal or state court located in Marion County, Indiana. Each party expressly agrees that Marion County shall be deemed to be a county of preferred venue and each such party waives any entitlement each might otherwise have to a transfer of venue out of Marion County under any preferred venue requirements of Indiana Trial Rule 75 or any other venue rules or laws which may be applicable. The parties hereby submit to the exclusive jurisdiction of the Indiana courts.

F. SEVERABILITY In the event that any of the provisions of this Agreement is held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions had not been included in this Agreement, and this Agreement shall be construed by adding a valid provision which effectuates the intent of the invalid provision as nearly as lawfully possible.

G. EXECUTION AND DELIVERY Each of the persons who has signed this Agreement represents and warrants that he or she has been duly authorized to sign this Agreement by all necessary action on the part of the entity on whose behalf he or she has signed this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and part of one and the same Agreement. Delivery of an executed copy of this Agreement by facsimile transmission or email shall constitute effective and binding execution and delivery thereof and the signatures thereon shall be deemed to be original signatures for all purposes.

H. Software Release Language A release is the distribution of the final version of an application. A **software release** may be either public or private and generally constitutes the initial generation of a new or upgraded application. A **release** is preceded by the distribution of alpha and then beta versions of the software. **Major Release** means a new **release of Software** supported by Supplier that adds features and functionality improving overall Product performance, efficiency and/or usability, and designated by Supplier as a replacement for a Product. **Minor Release**, or point release, or dot release, is an update to existing software. A minor release is normally intended to fix bugs or so small changes or cleanups to software. **Patch releases** are intended for very small changes or bug fixes that do not disrupt the actual software functionality. Version schematic is as follows X.Y.Z (5.4.3) relates to major.minor.patch.