

PURCHASE, INSTALLATION AND MAINTENANCE SERVICE CONTRACT

Elite Premier Purchase, Installation and Maintenance Service

This Agreement is entered into between Lexington Fayette Urban County Government (LFUCG), 115 Cisco Road, Lexington a political subdivision of the Commonwealth of Kentucky, (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 and licensed to the County.

COSTS AND SERVICE SUMMARY:

AK Elite Premier Service (labor only) –

AK Elite Premier Maintenance: One dedicated onsite technician five days per week with minimum 6 hours per day for preventive maintenance and scheduled subsequent installations for equipment adds, moves and changes as outlined in "Appendix A: Scope of Work for LFUCG.". *The AK Elite Maintenance contract applies only to LFUCG PSAPs, Host Controller and IP Selective Routers. Labor and pricing for CKYNet Remotes are priced separately.*

▪ Year 1 (7/1/22-6/30/23)	<u>\$ 178,842</u>
▪ Year 2 (7/1/23-6/30/24)	<u>\$ 178,842</u>
▪ Year 3 (7/1/24-6/30/25)	<u>\$ 181,525</u>
▪ Year 4 (7/1/25-6/30/26)	<u>\$ 181,525</u>
▪ Year 5 (7/1/26-6/30/27)	<u>\$ 184,250</u>

AK ALI/DMBS Maintenance: Database management and GIS Mapping services will be provided by a dedicated 9-1-1 DBMS Administrator. This individual will work remotely and on-site, dependent upon the duties being performed. This individual's time would be entirely dedicated to the DBMS/ALI and GIS Mapping roles and responsibilities,

Outlined in "Appendix A: Scope of Work for LFUCG."

▪ Year 1 (7/1/22-6/30/23)	<u>\$ 97,314</u>
▪ Year 2 (7/1/23-6/30/24)	<u>\$ 97,314</u>
▪ Year 3 (7/1/24-6/30/25)	<u>\$ 98,774</u>
▪ Year 4 (7/1/25-6/30/26)	<u>\$ 98,774</u>
▪ Year 5 (7/1/26-6/30/27)	<u>\$ 100,250</u>

Central Kentucky Network (CKYNet) Remotes: Contractor will provide a minimum of one (1) Hybrid Remote/onsite technician to service and support LFUCG and the remote PSAPs that are a part of the CKYNet. This technician is considered a Hybrid Technician and may perform tasks onsite, in the field, on either the CKy911net Core or Remote PSAP sites. Pricing for this is done on a per position cost. Pricing and a Scope of Work for the CKYnet can be found ins “Appendix B: Central Kentucky Network Scope of Work and Pricing.”

Note: The Contractor agrees to provide the County with a quote for Solacom 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 includes installation and maintenance services for the Solacom Guardian 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 weekly 5 days per week on-site preventive maintenance program, Project Management (professional services) for system implementation support for all new technologies associated 9-1-1 equipment and CAD integration, etc. The Contractor shall provide 1st-tier labor to maintain such equipment at no additional cost, as the AK Elite Premier Maintenance Service contract is valid. Manufacturer’s labor is billable/chargeable and materials not covered under extended warranty.

AK Elite Premier Maintenance

- Provide 1st-tier labor support at the LFUCG 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, during regular business hours. If a problem is discovered during remote maintenance it will be resolved either

remotely or by a site visit. The telephone line and/or broadband connection 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.
- Project Management (professional services) for system implementation support for Next Gen 911 at no additional cost.
- 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, material, software or manufacturer's labor is the responsibility of customer.
- 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 – Five days 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 hours 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 7/1/22 and terminate five (5) years thereafter (the “Initial Term”), unless earlier terminated in accordance with the provisions of this Agreement. Another Five year “Second Term” will begin after the termination of the Initial Term and will not increase more than 3% per year.

RENEWAL OF MAINTENANCE CONTRACT: After the expiration of the second term 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 the laws of the Commonwealth of Kentucky 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.

FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party for goods or services that have been provided or performed), when and to the extent such failure or delay is caused by or results from the following force majeure events (each a “**Force Majeure Event**”): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; I actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages, slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities; (j) pandemic, epidemic, or other public health emergency, including any circumstances arising from any actions or restrictions taken or prohibited at the advice or direction of public health officials as a response to or to prevent the reoccurrence of such events; and (k) other similar events or unforeseeable events beyond the reasonable control of the party impacted by the Force Majeure Event (the “**Impacted Party**”).

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).

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

ATTEST:

By: Maria Stock
(Signature) Deputy Council Clerk

Date: 8/31/2022

COUNTY SEAL:

(LFUCG, KY)

By: Linda Gorton, Mayor
XX, title

Date: 8/31/2022

ATTEST:

By: Beth Hankus
(Signature)

Date: 8/3/22

CORPORATE SEAL:

CONTRACTOR:

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

By: Jube Chase
President

Date: 8/3/22

Appendix A: Scope of Work for LFUCG

AK Elite Premier Maintenance

These services would be performed by a minimum of one (1) dedicated onsite 9-1-1 service technician and may be assisted by the CKYNet Hybrid Remote/onsite technician. Below are services or tasks that Contractor is responsible for:

- a) Provide first tier labor support for the two (2) Solacom IP Selective Routers, Geo-Diverse Solacom Host Controllers and 911 ALI servers.
- b) Maintain the functionality of the Solacom Guardian workstations at the Primary and Secondary PSAPs.
- c) Provide onsite training of LFUCG PSAP Telecommunicator series staff, on the use of Solacom Guardian Workstation & Mapping software, as needed.
- d) Install annual scheduled upgrades of the operating software for Solacom servers, Remote Workstations that are owned, leased or otherwise used by LFUCG and CKy911net.
- e) Install and maintain Solacom workstation software and upgrades to LFUCG workstations at the Primary and Secondary PSAP.
- f) Configure and maintain IP base 911 call distribution program(s) as directed by LFUCG.
- g) Install and test Solacom IPSR's and Solacom workstations as acquired or upgraded.
- h) Monitor, troubleshoot, analysis and adjust PSAP CPE, selective router and associated software/hardware systems, including the network.
- i) Design of PSAP, Call Routing and trunking configurations, including i3 NENA technology for Text Messaging, etc.
- j) Periodically test elements of the 9-1-1 network – on a schedule to be mutually agreed upon by the successful bidder and LFUCG, but no less frequent than weekly – including connectivity of the SolaCom IPSR's and Geo-Diverse Host Controller, to all participating service providers and remote network PSAPs, to include related peripherals.
- k) Refer any identified problems to appropriate vendor and/or service provider for resolution while monitor progress until resolution. The bidder will insure the network is fully operational by identifying all network concerns and problems.
- l) Provide first tier support for 9-1-1 integrated mapping software. First tier support shall include assisting the mapping software vendor support team in system troubleshooting, installing system modification and upgrades (both hardware and software), and monitoring the mapping system used in the PSAP.
- m) Install new and/or upgraded mapping software required in the PSAP to insure proper handling of 9-1-1 calls onto CPUs within the PSAP and other required systems required for proper operation.
- n) Identify, test and refer 9-1-1 trouble to the proper service provider(s) and/or other vendors associated with the 9-1-1 service and/or support service.

- o) Monitor all referred problems to insure the problems proper and timely resolution.
- p) Escalate all problems not resolved in a timely manner (no greater than 12 hours) to the LFUCG Director of E911 or their designee.
- q) Maintain an automated NRF procedure. The process shall automatically capture and track every NRF by service provider.
- r) Coordinate with network provider(s) to monitor network capacity and propose proactive solutions to insure capacity thresholds are not surpassed.
- s) Assist Local Exchange Carriers and other service providers connected to the system in troubleshooting, modifications, monitoring and hardware/software and network installations.
- t) Configure and maintain wireless carrier profiles to insure proper integration and use of Intrado, TCS and/or other databases required for proper wireless 9-1-1 handling.
- u) Serve as liaison between LFUCG and wireless, VoIP and NG911 service providers, including third party provider integrators and/or support teams.
- v) Maintain wireless routing for LFUCG's primary and secondary PSAPs to support LFUCG's and the CKY911 Network requirements.
- w) Coordinate scheduling and testing with wireless, landline, VoIP and other 9-1-1 service providers and LFUCG technical and Call Center staff.
- x) Assist CAD vendor(s) in system trouble shooting, software installation and upgrades as related to integration with 9-1-1 CPE, mapping and related 9-1-1 infrastructure and software packages.
- y) Install and maintain CPUs and monitors at all SolaCom Guardian workstations and install, transfer or reinstall all software and data from CPUs that are replaced.
- z) Provide integration support for ECaTS data collection and reporting system.
- aa) Provide software, hardware and integration support for RAVE Smart911 and related peripherals to insure proper operation with licensed PSAPs.
- bb) Provide project management and consulting services for all new projects associated with PSAP's technology management, design and implementation.
- cc) Technical support for system implementation for all new technologies including i3, VoIP, CAD and Mapping API integration. Includes no additional labor cost related to expansion, relocation or upgrades of 911 systems.
- dd) Provide software, hardware and integration support for Exacom Logger Geo-Diverse system and related access clients to insure proper operation with licensed PSAPs.

****LFUCG will provide office space, including internal network, work computer, and telephone connections, for the individuals fulfilling the role of this position.*

ALI/DBMS Maintenance

Database management and GIS Mapping services will be provided by a dedicated 9-1-1 DBMS Administrator. This individual will work remotely and on-site, dependent upon the duties being performed. This individual's time would be entirely dedicated to the DBMS/ALI and GIS Mapping roles and responsibilities as described below:

- a) Provide Bi-Weekly upload of GIS data to each PSAP to ensure availability of GIS databases required for 9-1-1 functionality including address points, street centerline ranges, cell tower, ESN, aerial images and other database as identified by LFUCG and bidder.
- b) Provide onsite training of LFUCG PSAP Telecommunicator series staff, training and operational personnel, and designated administrative & management personnel on the use of LFUCG mapping system and ALI/ANI discrepancy reporting.
- c) Provide ongoing on-site support of GIS Data Management, and the dispatch mapping system.
- d) Maintain and manage an ALI discrepancy process.
- e) Manage data delivery from 9-1-1 Data Providers (telcos) in the contracted governmental entities serving area to 911 Data services, which will include initial load and daily Service Order Input (SOI) files and error resolution.
- f) Follow NENA Data Standards and timeliness as outlined in NENA 02-011 or latest version of original standard guidelines accepted by NENA.
- g) Create and deliver selective routing files, as required.
- h) Act as communication point for LFUCG, partnering Central Kentucky 911 Network jurisdictions, and data providers for ANI/ALI, MSAG and GIS matters.
- i) Create and maintain all required tables.
- j) Import all existing MSAGs, LoST files and related databases to meet 9-1-1 DBMS requirements.
- k) Research and provide validated correction to "owner of record(s)" for 911 records with MSAG in question.
- l) Ensure return files (echobacks), are administered, and delivered to all Data Providers submitting SOI's.
- m) Monitor updates submitted to Telco's are processed and resubmitted to 911 Database within the timeframe defined by NENA Standards.
- n) Perform ANI/ALI and NRF resolution as well as root cause analysis as to why the condition occurred, propose resolutions.
- o) Create reports for county and daily providers, as needed.
- p) Create and deliver requested MSAG, dbms and Customer audit files/reports.
- q) Create redundancy with regards to 9-1-1 database activities.
- r) Provide training, guidance, and project management to CKY 911 Network partners on ANI/ALI DBMS local responsibilities and updating requirements for their specific records.

****LFUCG will provide office space, including internal network, work computer, and telephone connections, for the individual fulfilling the role of this position.*

Appendix B: Central Kentucky Network Scope of Work and Pricing

Contractor will provide a minimum of one (1) Hybrid Remote/onsite technician to service and support LFUCG and the remote PSAPs that are a part of the Central Kentucky Network. This technician is considered a Hybrid Technician and may perform tasks onsite, in the field, on either the CKY911net Core or Remote PSAP sites. Maintenance program for CKYnet Remotes include:

- Includes basic maintenance service for 9-1-1 systems. Equipment included in maintenance program include:
 - Guardian Workstation(s)
 - Positions PAC(s)
 - Position backup SIP Phone(s) (If installed by contractor)
 - Switches
 - UPS (If installed by Contractor)
 - IP 2 Serial Device(s)
 - Media Gateway Device(s) (If installed by contractor)
- Response time for major and minor outages is within (4) hours. All other non-critical maintenance issues will have a next business day response and may be scheduled at a mutually decided upon time. If a remote PSAP is outside of the four hour response time and wishes to join the CKYNet. A separate agreement for response time may be established between contractor and Remote PSAP.
- Remote diagnostics, will be done immediately upon receipt of service problem.
- Does not include:
 - Additions, Moves, Changes
 - Weekly onsite preventative maintenance
 - Maintenance on Hardware or Software not installed by AK Associates

Note: *Non-maintenance items such as software and/or hardware upgrades or adding new or moving existing equipment will be billed*

at a separate hourly rate which will be billed directly to the Remote PSAP.

Pricing:

Maintenance: Pricing for the CKYNet remotes maintenance is calculated on a per position. PSAPs larger than 8 positions may require a contract addendum. Maintenance for the remote PSAPs will be billed through LFUCG. Below is the pricing for Term 1 of the contract. Renewal for Term 2, subsequent years, and termination of the contract will follow terms set forth in the main body of this contract.

- Year 1 (7/1/22-6/30/23) \$ 2,705 per PSAP
- Year 2 (7/1/23-6/30/24) \$ 2,705 per PSAP
- Year 3 (7/1/24-6/30/25) \$ 2,750 per PSAP
- Year 4 (7/1/25-6/30/26) \$ 2,750 per PSAP
- Year 5 (7/1/26-6/30/27) \$ 2,805 per PSAP