

AMENDED AND RESTATED SERVICES AGREEMENT

THIS AMENDED AND RESTATED SERVICES AGREEMENT (“Agreement”) is made as of this 12 day of Jan. 2021 2020 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Carousel Industries of North America, Inc., Exeter, RI (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 156-0302-M ITB for maintenance and repair services of 9-1-1 equipment services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Director, Regional 911 Division.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on:

the Effective Date

and shall remain in full force and for thirty-six (36) months, or until termination of the Agreement, whichever occurs first.

B. Term Extension.

The Parties may extend the term of this Agreement for one (1) additional twenty-four(24) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 (“Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of \$FOUR MILLION, TWO HUNDRED AND TWENTY EIGHT THOUSAND, TWENTY NINE DOLLARS AND 41/100 (\$4,228,029.41), for Services completed and accepted as provided in Section 15 herein if applicable, payable

on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.]

set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.

C. Travel Expenses.

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to

as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.” The County may dispute any payments invoiced by Contractor in accordance with the County’s Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly, and as required by the County, provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County’s obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director, Regional 911 Division or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment.

This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn:
 Judith Weshinsky-Price
 Director, Regional 9-1-1
 Safety and Emergency Services
 Public Safety Complex
 10750 Ulmerton Road
 Largo, FL 33778
 727-464-4226
 jweshinsky-price@pinellascounty.org

For Contractor:

Attn: Legal Department
 Carousel Industries of North America, Inc
 659 South County Trail
 Exeter, RI 02822

With copy to:

**Richard Turner | Regional Sales Director |
 Carousel**
 5650 Breckenridge Park Drive, Suite
 220 | Tampa, FL 33610
 o:401.583.4819 c:813.480.2437
rturner@carouselindustries.com

with a copy to:

Purchasing and Risk Management Division Director
 Pinellas County Purchasing and Risk Management Department
 400 South Fort Harrison Avenue
 Clearwater, FL 33756

19. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions..
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including testing results, reports, training materials and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the “Work Product”) shall be County’s property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third-Party Beneficiary. The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

28. The documents comprising this Agreement, which shall be known as the “Contract Documents”, include the entirety of County’s ITB pursuant to which this Agreement is awarded, including any addenda, and Contractor’s submittal thereto. The following portions of the Contract Documents are listed for the purposes of determining priority:

- 1) AMENDED AND RESTATED SERVICES AGREEMENT
- 2) ATTACHMENT A - ADDITIONAL GENERAL TERMS FOR PINELLAS COUNTY
- 3) ATTACHMENT B - ADDITIONAL TERMS FOR PRODUCT SALES, LICENSING AND INSTALLATION TERMS
- 4) ATTACHMENT C - ADDITIONAL TERMS FOR SUPPORT AND MANAGED SERVICES
- 5) ATTACHMENT C1 - SUPPORT SERVICES AGREEMENT
- 6) ATTACHMENT D - PINELLAS COUNTY SOW
- 7) ATTACHMENT E - CLIENT QUOTE CAR3367510G
- 8) ATTACHMENT F - ESTIMATED CONTRACT EXPENDITURE
- 9) CHANGE ORDER NO. 3
- 10) CHANGE ORDER NO. 2
- 11) CHANGE ORDER NO. 1
- 12) AWARD OF BID
- 13) BID SUBMITTAL – CAROUSEL INDUSTRIES
- 14) 156-0302-M(SCB) INVITATION TO BID

If there is a conflict between the terms of the Contract Documents, then the conflict shall be resolved according to the following order of priority: **any terms required as a condition of grant funds shall have first priority**; then the terms of this Agreement; then **the terms of the above listed documents shall be given preference in their above listed order; and then the terms of any remaining documents**

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its
BOARD OF COUNTY
COMMISSIONERS

By: *Dave Eggers*
Dave Eggers

Carousel Industries of North America, Inc.
Name of Firm

By: *R. Turner*
By: *R. Turner* (Nov 23, 2020 13:26 EST)
Signature

R. Turner

Print Name

Regional Sales Director

Title

ATTEST:
Ken Burke,
Clerk of the Circuit Court



By: *Richard Carpenter*
Deputy Clerk

APPROVED AS TO FORM

By: *Jacina Parson*
Office of the County Attorney


SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK IS PROVIDED AS AN ATTACHMENT TO THIS SERVICES AGREEMENT.

PLEASE REFER TO ATTACHMENT D – PINELLAS COUNTY SOW (Page 48 of 75).




Carousel's Mission

To transform our clients' businesses
by delivering technology solutions
that become a critical component of
their organization's success.

Scope of Work

Pinellas County
Multi-site Geo-Diverse
VESTA 9-1-1 Hardware Refresh
Position Addition

Adam Wright – Account Executive
Phone: (813) 344-8572
awright@carouselindustries.com



SERVICES AGREEMENT**EXHIBIT B****INSURANCE REQUIREMENTS**

- a) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- b) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Bidder or their agent prior to the expiration date.
- (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Bidder of this requirement to provide notice.
- (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- c) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- d) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the

SERVICES AGREEMENT**EXHIBIT B****INSURANCE REQUIREMENTS**

subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

- e) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.
 - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).

SERVICES AGREEMENT**EXHIBIT B****INSURANCE REQUIREMENTS**

- f) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Bidder does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Bidder can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$ 5,000,000
General Aggregate	\$ 5,000,000

SERVICES AGREEMENT**EXHIBIT B****INSURANCE REQUIREMENTS**

- (5) Professional Liability (Technology Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Bidder may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 5,000,000
General Aggregate	\$ 5,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (6) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 5,000,000
General Aggregate	\$ 5,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

Pinellas County 911 - Projected 3 Year Expenditure	
<i>Numbers shown are to be used for budgetary purposes only. The hardware and software components change with refreshes, additions and manufacturer price changes. As such these numbers are not fixed and are subject to change.</i>	
	Motorola Support 1 Year Pricing
PSC Side A -	\$256,559.66
ERB (PSC Side B)	\$12,146.61
Largo PD (LPD)	\$46,129.79
Pinellas Park PD (PPPD)	\$28,557.25
Tarpon Springs (TSPD)	\$14,769.44
St. Pete PD (SPPD Side A)	\$166,571.69
PSC (SPPD Side B)	\$15,556.76
Clearwater PD (CPD)	\$49,555.89
Motorola Support 1st year on new MSA	
	\$589,847.09
Motorola Support 2nd year on new MSA	
	\$589,847.09
Motorola Support 3rd year on new MSA	
	\$589,847.09
Estimated Motorola Support Spend for 3 Years (based on potential 2% annual increase for years 2 and 3)	
	\$1,805,900.03
Refresh Quote (This includes some co-termed support in the amount of \$71,294)	
	\$1,053,709.25
Carousel Essential 3 yr	\$840,000.00
Dedicated Tech 3 yr	\$356,824.00
Carousel Fortinet 3 Yr	\$3,282.03
New Support for Mobile CommandPosts - Pinellas	\$15,686.40
New Support for Refresh Additions	\$6,263.40
Estimated 3 Year Spend	
	\$4,081,665.11
Past Due Carousel Motorola Support Quote Q-00033737-0	
	\$27,358.63
Renewal 2020 - Pricing Confirmed Carousel Quote Pending	
	\$56,830.54
Renewal 2021 - Pricing Confirmed Carousel Quote Pending	
	\$62,175.13
TOTAL PRICE	
	\$4,228,029.41
<p>Carousel will provide invoices that match the purchase orders from the Customer. For example, an invoice would not have items on it from multiple purchase orders, instead, one invoice per purchase order will be issued.</p>	

SERVICES AGREEMENT**EXHIBIT D****PAYMENT/INVOICES****PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

SERVICES AGREEMENT**EXHIBIT E****DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

SERVICES AGREEMENT**EXHIBIT E****DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

Attachment A

Additional General Terms for Pinellas County

These General Terms ("General Terms") are part of the Amended and Restated Agreement for Products and Services between Carousel Industries of North America, Inc. ("Carousel") and Customer, which incorporates these General Terms by reference (the "Agreement"). These General Terms apply to the entire Agreement as of the Effective Date. Capitalized terms used in these General Terms but not defined in the text are defined in Section 10.

1. ORDERS

- 1.1 **Orders and Order Specifications Forms.** Customer may order Products and Services under the Agreement by placing written, signed orders (each, an "Order") in a format agreeable to both parties.
- 1.2 **Submission and Acceptance of Orders.** All orders are subject to acceptance by Carousel. Carousel may accept an order by shipping Products or commencing to perform services. Orders will be governed by the terms of the Agreement even when they lack an express reference to the Agreement. When Carousel accepts an order, Carousel may notify Customer of Carousel's estimated shipping, delivery and installation dates or service commencement dates applicable to the order.

2. CUSTOMER COOPERATION

- 2.1 **Cooperation.** Customer will cooperate with Carousel as reasonably necessary for Carousel's delivery of Products and performance of Services in a timely manner. This cooperation may include things such as: (i) providing Carousel with access to all facilities, hardware, software, work space, and office support (telephone, internet access, etc), (ii) ensuring that the premises are safe, free of any hazardous materials that affect Carousel's performance and have installed necessary power and climate control facilities; (iii) ensuring that Customer has obtained connection to and all necessary permissions or consents from any public or private telephone network to which the Products are connected and any necessary permissions from government authorities and holders of real property rights; (iv) providing Carousel with designated points of contact, (v) providing necessary telephone numbers and passwords to enable remote access to the Products and notifying Carousel promptly of any changes made to such numbers or passwords; and (vi) Items that may be identified in an Attachment or statement of work. Customer is responsible for ensuring that its networks and systems are adequately secured against unauthorized intrusion or attack and regularly backing up its data and files in accordance with good computing practices. All items to be provided by Customer are at Customer's expense.
- 2.2 **Third Party Products and Information.** Where Customer is to provide Carousel with information or access in relation to any third party products or the integration of Products in Customer's network (including without limitation specifications and interface information of interoperating hardware and software in Customer's network), then information or access will be supplied to Carousel in a timely manner at Customer's expense. It will be Customer's responsibility to obtain any consents and licenses of third parties that may be necessary for provision of such information or access to Carousel for Carousel's use in its performance of the Agreement. Upon delivery of the information or access, Customer represents and warrants to Carousel that it has obtained all such necessary consents and licenses.
- 2.3 **Failure to Cooperate.** If Customer fails to meet its cooperation obligations under this Section or as otherwise provided in the Agreement, Carousel may delay or suspend its performance and charge Customer for resulting reasonable out-of-pocket expenses. If the failure continues for thirty

(30) days following Carousel's written request to Customer to meet these obligations, in addition to the remedies above Carousel may treat the order as if Customer cancelled the order after delivery.

3. SOFTWARE LICENSE TERMS

3.1 License Grant.

- 3.1.1 **License.** Subject to Customer's payment of all applicable Fees and compliance with the terms of this Section 5 ("Software License Terms") and any other license terms and restrictions in the applicable Order, Carousel grants Customer a non-sublicenseable, non-exclusive, non-transferable license to use Software and Documentation provided under the Agreement for Customer's internal business purposes at the indicated capacity levels and locations in the United States, unless the manufacturer's End User License Agreement allows for global use.
- 3.1.2 **Time Limitations.** If the parties agree on any time limitations on the licenses in the applicable order, then Customer's licenses will automatically expire at the end of the specified license term.
- 3.1.3 **All Rights Reserved.** Except for the limited license rights expressly granted in these Software License Terms, Carousel reserves all rights in and to the Software and Documentation and any modifications thereto, including title, ownership, intellectual property rights, and any other rights and interests. Customer will own only the Hardware or physical media on which the Software and Documentation are stored, if any.

3.2 License Restrictions.

- 3.2.1 **General Restrictions.** To the extent permissible under applicable law, Customer agrees not to: (i) decompile, disassemble, or reverse engineer the Software, (ii) modify or create any derivative works (including, without limitation, translations, transformations, adaptations or other recast or altered versions) based on the Software or Documentation, or alter the Software, (iii) merge the Software with any other software other than as expressly set forth in the Documentation; (iv) use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the Software or Documentation except as expressly authorized by the Agreement; (v) distribute, disclose or allow use of the Software or Documentation, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third parties, (vi) enable any Software features or capacity (e.g. additional storage hours, agents, ports or mailboxes) which Carousel licenses as separate products without Carousel's prior written consent, (vii) violate any obligations with regard to Carousel's Confidential Information; or (viii) permit or encourage any third party to do any of the foregoing. To the extent that Customer is expressly permitted by applicable mandatory law to undertake any of the activities listed in the preceding sentence, Customer will not exercise those rights until Customer has given Carousel twenty (20) days written notice of Customer's intent to exercise any such rights.
- 3.2.2 **Backup Copies.** Customer may create a reasonable number of archival backup copies of the Software and Documentation on the condition that and as long as Customer (i) stores backup copies separately from any actively used computer programs; (ii) keeps a written record of all backup copies indicating the location of the storage; and (iii) provides such record to Carousel upon request. Customer will not remove any product identification, trademark, copyright or other proprietary rights notices from the Software or Documentation and will duplicate and display all names, logos and notices of Carousel and its licenses on each copy of the Software and Documentation made by Customer.

- 3.2.3 **Compliance.** Customer will make the Software available only to employees, contractors, or consultants with a need to know, who are obligated to comply with all license restrictions contained in the Agreement and to maintain the secrecy of the Software and all other Confidential Information. Customer will be responsible for the compliance of all users with those obligations.
- 3.2.4 **User-Defined Applications.** Omitted.
- 3.2.5 **Third-Party Software.** Third-Party Software provided by Carousel to Customer shall be subject to the license terms and conditions of such Software. In the event of a conflict between the terms of this Agreement and the license terms and conditions of such Third-Party Software, the license terms and conditions of the Third-Party Software shall control.
- 3.3 **Termination of License.** Carousel may terminate the Agreement and the Software licenses granted under it and exercise all available rights by giving written notice, effective immediately, if within thirty (30) days of Customer's receipt of a reasonably detailed written request to cure, Customer has not cured all breaches of license limitations or restrictions. Upon such termination, Customer will immediately pay all Fees outstanding (including applicable termination charges), cease use of all Software, return or delete, at Carousel's request, all Copies of the Software in Customer's possession, and certify compliance with all of the obligations in this paragraph to Carousel in writing.

4. WARRANTY LIMITATIONS AND DISCLAIMERS

- 4.1 **Warranties and Limitations.** Specific warranties for Products and Services are provided in the applicable Attachments. These warranties are limited as provided in the Attachment and generally as provided below.
- 4.1.1 **Warranty Exclusions.** The warranties do not extend to any damages, malfunctions, or non-conformities caused by (i) Customer's use of Products in violation of the license granted under the Agreement or in a manner inconsistent with the Documentation; (ii) use of non-Carousel furnished equipment, software, or facilities with Products (except to the extent provided in the Documentation), (iii) Customer's failure to follow Carousel's installation, operation or maintenance instructions; (iv) Customer's failure to permit Carousel timely access, remote or otherwise, to Products; (v) failure to implement all new Updates to Software provided under the Agreement; (vi) Products that have had their original manufacturer's serial numbers altered, defaced or deleted, (vii) Products that have been serviced or modified by a party other than Carousel or an authorized Carousel reseller.
- 6.1.2 **Products from Other Parties.** Customer's decision to acquire or use products from other parties is Customer's sole responsibility, even if Carousel helps Customer identify, evaluate or select them. CAROUSEL IS NOT RESPONSIBLE FOR, AND WILL NOT BE LIABLE FOR, THE QUALITY OR PERFORMANCE OF SUCH PRODUCTS OR THEIR SUPPLIERS.
- 6.1.3 **Toll Fraud.** Carousel does not warrant that Products or Services will prevent Toll Fraud. Prevention of Toll Fraud is the responsibility of Customer.
- 6.2 **Disclaimers.** SOFTWARE PROVIDED AS PART OF THE PROVISION OF TRAINING SERVICES IS PROVIDED "AS-IS" WITH NO WARRANTIES OR INDEMNITIES OF ANY KIND EXCEPT AS REFERENCED AND LIMITED IN SECTION 6.1 (WARRANTIES AND LIMITATIONS), NEITHER CAROUSEL NOR ITS LICENSORS OR SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY PRODUCTS OR SERVICES, OR OTHERWISE RELATED TO THE AGREEMENT. CAROUSEL DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAROUSEL DISCLAIMS ALL WARRANTIES

IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE WARRANTY REMEDIES EXPRESSLY PROVIDED IN THE AGREEMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

- 8. Injunctive Relief.** Either party may, at its option and at any time during the dispute resolution process, seek injunctive relief in any court of competent jurisdiction (including but not limited to preliminary injunctive relief). The parties acknowledge that each of them has a vital interest in enjoining any violation of confidentiality obligations, including unauthorized use of the Software, because damages would not adequately compensate a party for any infringements of that party's intellectual property rights.

9. FORCE MAJEURE

Neither party will have liability for delays, failure in performance or damages due to fire, explosion, power failures, pest damage, lighting or power surges, strikes or labor disputes, water, acts of God, war, civil disturbances, terrorism, acts of civil or military authorities, inability to secure raw materials, transportation facilities, fuel or energy shortages, performance or availability of communications services or network facilities, or other causes beyond the party's reasonable control. The foregoing will not apply to payments of Fees for Products delivered or installed, as applicable, or for Services performed.

10. DEFINITIONS

"Attachments" means the applicable Attachments expressly designated in the Agreement.

"Documentation" means Carousel's information manuals in printed or electronic form containing operating instructions and performance specifications that Carousel generally makes available to users of its products and Carousel delivers to Customer with the Products. Documentation includes statements of work delivered by Carousel to Customer with respect to Services. Documentation does not include marketing materials.

"Hardware" means the standard hardware products that Customer orders or Carousel delivers under the Agreement. Hardware does not include any customized deliverables that Carousel creates specifically for Customer on a Time & Materials Basis or on a Milestone Basis.

"Order" is defined as the signed Order Specifications form or a mutually agreed substitute either of which will be binding as an Order for purposes of the Agreement.

"Products" means any combination of Hardware, Software and Documentation.

"Software" means the computer programs in object code form that Customer orders or Carousel delivers under the Agreement, whether as stand-alone products or pre-installed on Hardware.

"Third-Party" Products or Software means any products manufactured or software provided by a party other than Carousel, and may include, without limitation, products ordered by Customer from third parties pursuant to Carousel's recommendations. However, components of Carousel-branded Products are not Third Party Products if they are both (i) embedded in Products (i.e., not recognizable as stand-alone items); and (ii) are not identified as separate Items on Carousel's price list, quotes, Order Specifications Form or Documentation.

"Toll Fraud" means unauthorized use of telecommunications services or facilities accessed through or connected to Products.

CAROUSEL INDUSTRIES OF NORTH AMERICA, INC.

Attachment B

Additional Terms for Product Sales, Licensing and Installation Terms For Pinellas County

These Product Sales, Licensing and Installation Terms ("Sales Terms") are part of the Amended and Restated Services Agreement for Products and Services between Carousel Industries of North America, Inc. ("Carousel") and Customer, which incorporates these Sales Terms by reference (the "Agreement"). These Sales Terms apply to the entire Agreement as of the Effective Date. Capitalized terms used in these Sales Terms but not defined in the text have the meanings set forth elsewhere in the Master Agreement.

1. Scope. These terms are applicable to all Carousel provided: (a) equipment, materials, software and other goods (collectively "Products") and (b) installation services, implementation services, warranty services and other related services (collectively, "Services"). The specific Products or Services provided are listed on the applicable Order, as defined below. Services do not include enhanced warranty services, post warranty services, managed services or maintenance, which are available from Carousel separately under the terms and conditions of Attachment C – Support and Managed Services.

2. Customer Responsibilities. Customer agrees: (a) to cooperate with Carousel in providing the Products and Services and give Carousel timely access to its premises for pre-installation site surveys, installation of Products and provision of Services at its site(s) where the Products are to be installed (the "Site(s)"); (b) that the Site will be a suitable environment for the Products, in compliance with applicable law and regulations and will include a space for installation of the Products, to be made available prior to delivery thereof; (c) to provide at its own expense all supplemental equipment and environmental services required for the installation and support of the Products, including, but not limited to, air conditioning and commercial electrical power, wiring and outlets and all equipment and software necessary to effectuate an interface between Customer provided equipment and Carousel provided Products and all appropriate access thereto; (d) to assume the risk of loss with respect to the Products at the time of delivery to the Site, except with respect to damage resulting from the negligence or misconduct of Carousel; (e) TO ENSURE THAT ITS NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION; and (f) TO BACK UP AND STORE THE SOFTWARE, DATA AND FILES ASSOCIATED WITH THE PRODUCTS ON AN ONGOING BASIS AND HAVE THIS INFORMATION READILY AVAILABLE FOR CAROUSEL AS REQUIRED FOR RENDERING THE SERVICES. Customer warrants and represents that, except as previously disclosed to Carousel in writing, Customer has no knowledge of asbestos or other hazardous materials ("Hazards") at its Site and Customer agrees to promptly notify Carousel in writing if Customer becomes aware of Hazards on its Site while these Sales Terms are in effect. Carousel assumes no liability for any conditions or Hazards existing on the Customer's Site.

3. Installation Date. Installation of the Products and provision of the Services are to occur on the dates and times as mutually agreed to by the Customer and Carousel, within ninety (90) days of the acceptance by Carousel of the applicable Order. If the Site is not ready for the installation within 90 days of the Order date, Carousel may (a) request that the Purchase Price be adjusted by mutual agreement, (b) provide the Products and Services at the original Purchase Price, or (c) terminate the applicable Order and collect from Customer any restocking charges or other costs incurred by Carousel with respect to Products and Services purchased by Carousel for Customer.

4. Concealment of Wiring and Termination of Carrier Telephone and Data Facilities. Unless otherwise specified on the Order, Customer agrees and accepts that any installation of wiring quoted by Carousel is done so under the following terms and assumptions: (a) for horizontal station wiring to telephone sets, computers and other similar end points, wires are to be installed into a standard construction office environment with drop ceilings, fishable or open walls and an average wire run length of no greater than one hundred fifty (150) feet; (b) for vertical wiring and on premise distribution wiring (i.e. feed cables), there is a clear and accessible wire path, with no floors, walls or partitions that cannot be penetrated with the use of a standard hand held one-half inch drill (i.e. no core or hammer drilling is included); (c) for both (a) and (b), the use of standard PVC jacked cable is acceptable by fire code for installation into the Site; (d) if the Site requires "Teflon" or "Plenum" type cable, it is Customer's responsibility to bring this to Carousel's attention prior to the start of cabling installation; and (e) regarding telephone lines and trunks, and

data/internet circuits provided to the Site by common carriers, all such circuits shall be terminated in the same room and within ten (10) feet of the Product it will be connected to. If any of the above conditions do not exist in the field, then Carousel will advise the Customer as soon as it becomes aware of such, and renegotiate the pricing of the applicable installation portions of the Order.

5. Warranty. Carousel warrants that all new products are guaranteed to be as specified by the manufacturer's documentation, and are provided with the manufacturer's standard product warranty, and further, that any work provided by Carousel shall have been done correctly, and in accordance with the recommended practices of the manufacturer of the Products. If a Product does not operate in accordance with the manufacturer's documentation during the applicable warranty period, Customer must promptly notify Carousel. Carousel will then, at its option, either repair or replace such Product. Purchased or replacement parts and products may be new, remanufactured or refurbished, and Carousel shall use its best efforts to replace parts on a "like for like" basis (i.e. if a failed part is new, it shall be replaced with a new part whenever reasonably possible). Any removed parts and/or Products will become the property of Carousel and any replaced parts shall become the property of the Customer. With respect to Products purchased from Carousel, Customer has the right, as its exclusive remedy, to return the Product for a refund of the purchase price if Carousel is unable to repair or replace the Product after a commercially reasonable period of time. Expendable items such as headsets, paper, printer ribbons, diskettes, and other expendable items, are not warranted and will be replaced or repaired only if defective upon delivery.

6. Manufacturer Licensing and Warranties. THE WARRANTIES OF CAROUSEL HEREUNDER ARE SUBJECT TO OBSERVANCE BY CUSTOMER OF THE TERMS OF THE LICENSES, LICENSE AGREEMENTS, SUPPORT POLICIES AND WARRANTIES OF THE MANUFACTURERS OF THE PRODUCTS. SOME PRODUCTS REQUIRE MANUFACTURER SOFTWARE SUPPORT AGREEMENTS, AND CUSTOMER AGREES TO MAINTAIN THIS COVERAGE IN ORDER TO OBTAIN AND FACILITATE WARRANTY SUPPORT FROM CAROUSEL.

7. Warranty Support Limitations. (a) EXCEPT AS STATED IN SECTION 8, CAROUSEL, ITS SUBSIDIARIES AND THEIR AFFILIATES and SUBCONTRACTORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The warranties provided in Section 8 do not cover repair for damages, malfunctions, or performance characteristics caused by: (i) use of non-Carousel furnished or non-certified equipment or software with the Products, even if installed by Carousel; (ii) Customer's failure to follow the manufacturer's installation, operation or maintenance instructions (iii) failure or malfunction of equipment, software, or facilities not serviced by Carousel; (iv) actions of non-Carousel personnel (excluding subcontractors dispatched or otherwise engaged by Carousel for the purpose of servicing the Customer's equipment); (v) customized system features or reports created by the Customer or third parties; (vi) the installation of software or firmware updates and patches to the Products unless installed by Carousel; or (vii) Force Majeure conditions.

(b) Carousel does not warrant uninterrupted or error free operation of the Products. In addition, Carousel is not obligated to provide warranty support if Customer modifies the Products, in a manner that voids our ability to receive support from the manufacturer, without Carousel's written approval.

(c) Carousel makes no express or implied warranty that Products are immune from or prevent fraudulent intrusion, unauthorized use or disclosure or loss of proprietary information. Certain features, if purchased, such as Call Recording, Password Reset, Skip Password, Monitor Mailbox and Silent Monitoring when enabled, could be improperly used and in violation of privacy laws. By purchasing Products with these features, Customer assumes all responsibility for ensuring their proper and lawful use.

(d) If the Product supports Telephony or Transmission Control Protocol/Internet Protocol (TCP/IP) facilities, Customer may experience certain compromises due to customer network facilities in performance, reliability and security, even when the Product performs as warranted. These compromises may become more acute if Customer fails to follow manufacturer's recommendations for configuration, operation and use of the Product.

(e) CUSTOMER ACKNOWLEDGES THAT IT IS AWARE OF THESE EXCLUSIONS AND RISKS AND HAS DETERMINED THEY ARE ACCEPTABLE FOR ITS APPLICATION OF THE PRODUCT.

CAROUSEL INDUSTRIES OF NORTH AMERICA, INC.

Attachment C

Additional Terms for Support and Managed Services For Pinellas County

These Support and Managed Services Terms ("Support Terms") are part of the Amended and Restated Service Agreement for Products and Services between Carousel and Customer (the "Agreement"), which incorporates these Support and Managed Services Terms by reference. These Support Terms apply if and to the extent Customer purchases Support or Managed Services under the Agreement. Capitalized terms used in these Support Terms but not defined in the text are defined elsewhere in the Agreement.

1. ORDER, PROVISION AND SCOPE OF SERVICES

1.1 **Order and Provision of Services.** In return for the payment of the fees specified in the Order, Carousel will provide the Support and/or Services for the term of Service opted by Customer as set forth in Attachment C1 - Support Services Agreement ("SSA") attached hereto for Supported Products or Supported Systems at Supported Sites and in accordance with the SSA's respective Statement of Work and Service Level Agreement. "**Supported Products**" are: (i) hardware or software products identified in the SSA; and (ii) Added Products (as defined in Section 1.6). Supported Products may include non-Carousel products to the extent they are specified in the Order. "**Supported Systems**" are a group of products or networks specified in the SSA. "**Supported Sites**" are locations specified in the SSA.

1.2 **Monitoring.** Carousel may electronically monitor Supported Products and Supported Systems for the following purposes: (i) to perform remote diagnostics and corrective actions; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) when providing managed Services, to assess Customer needs for additional products or Services; (v) as otherwise provided in the Support Specifications.

1.3 **Error Correction.** Some Services options may include correction of Errors. An "**Error**" means a failure of a Supported Product to conform in all material respects to the manufacturer's specifications that were currently applicable when the Supported Product was purchased or licensed.

1.4 **Help Line Support.** Where the selected Services option includes help line support, Carousel will provide it in accordance with the coverage option (service hours, target response intervals, etc.) that Customer has selected in the SSA.

1.5 **Replacement Hardware.** Replacement hardware provided as part of Services may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. It will be furnished only on an exchange basis. Returned hardware that has been replaced by Carousel, will become Carousel's property. Title to Carousel-installed replacement hardware provided as part of Services will pass to Customer when installed. Title to all other hardware provided as part of Services will pass to Customer when it arrives at the Supported Site.

1.6 **Added/Removed Products.** If Customer acquires additional products of the same type and manufacturer(s) as the existing Supported Products and locates them with existing Supported Products at a Supported Site, they will be considered "**Added Products**", and will be added to the order automatically for the remainder of the term. Added Products purchased from a party other than Carousel are subject to certification by Carousel at Carousel's then current rates for such certification. If Added Products fail certification, Carousel may choose not to add them to the Supported Products. Services coverage will be effective immediately after Carousel certifies the added products. Charges for added products will be at the then current rate and coverage will be coterminous with the coverage for the existing Products. In the event that the Customer removes components or equipment from a Carousel-supported system, any change in components, administered TDM and/or IP port counts may be accounted for on next billing date. If Customer removes equipment covered under a Carousel service agreement, Carousel agrees that upon receiving 30 day written notification of the removal, complete with inventory detail, the monthly pricing of this Service Agreement will be adjusted accordingly for the

Customer's next billing cycle, and at the rates originally agreed to herein. Non-upgrade related adjustments will be permitted to a maximum level of 30% of the original contract value.

1.7 General Limitations. Unless the Support Specifications provide otherwise, Carousel will provide Services for software only for the unaltered current and immediately preceding release of the software. The following items are excluded from the Services unless the Support Specifications specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Carousel (except for installation of standard, self-installed updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Errors arising from causes external to the Supported Products (such as power failures or surges); and (vii) Services for Supported Products that have been misused, used in breach of their license restrictions, improperly installed or configured, or that have had their serial numbers altered, defaced or deleted.

1.8 End of Support / Extended Support. Periodically, manufacturers may declare "end of life," "end of service," "end of support," "manufacture discontinue" or similar designation ("End of Support") for certain Supported Products. For Products subject to End of Support, Carousel will continue to provide the support described in Exhibit C - SOW, except for the End of Support exceptions listed therein ("Extended Support"). Products declared end of support/extended support, will be supported under the terms of Extended Support until contract end date, at which time the Supported Product may be removed from coverage and rates will be adjusted accordingly. Extended Support is best effort, support will be provided with the following exceptions: At the end of manufacturer support, Tier IV R&D product developer support and going forward maintenance updates (e.g., Product Correction Notices ("PCN's"), "bug fixes," interoperability / usability solutions) are no longer provided by the manufacturer. Therefore, certain complex faults or functionality issues may not be resolvable without the Customer upgrading the system to a version currently supported by the manufacturer. In addition, as replacement parts are manufacturer discontinued, some products or components may become increasingly scarce or require replacement with substitute parts. This may result in delays in response or repair intervals, or may require upgrades to other components at Customer's expense in order to ensure compatibility and preserve Supported Product functionality.

2. CUSTOMER RESPONSIBILITIES

2.1 General. Customer will cooperate with Carousel as reasonably necessary for Carousel's performance of its obligations, such as: (i) providing Carousel with full, free and safe access to Customer's facilities; (ii) providing telephone numbers, network addresses and passwords necessary for remote access; and (iii) providing interface information for Supported Products and necessary third party consents and licenses to access them. Customer shall provide to Carousel a technical resource or onsite contact person who shall assist Carousel personnel in remotely troubleshooting issues, including, but not limited to providing data logs, or assisting in reboots/resets of certain components. All items will be provided by Customer at Customer's expense. If Carousel provides an update or other new release of software as part of the Services, Customer will implement it promptly. Customer will reasonably use, safeguard and return to Carousel any items that Carousel loans to Customer ("**Carousel Tools**") for the purpose of providing Services under this Agreement, such as, but not limited to, the Remote Intelligent Gateway. Carousel Tools shall not be considered Products.

2.2 Provision of Supported Products and Systems. Except for Carousel hosted facilities identified in the SSA of Support Specifications, Customer will provide all Supported Products, Supported Systems and Supported Sites. Customer continuously represents and warrants that: (i) Customer is either the owner of, or is authorized to access and use, each of them; and (ii) Carousel, its suppliers, and subcontractors are authorized to do the same to the extent necessary to provide the Services in a timely manner.

2.3 Moves of Supported Products. Customer will notify Carousel in advance before moving Supported Products. Carousel may charge additional fees to recover additional costs in providing the Services as a result of moved Supported Products.

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2.4 **Vendor Management.** Where Carousel is to instruct or request products or services on Customer's behalf from third party vendors under Customer's supply contracts with the third party vendors ("**Vendor Management**"), Customer will provide Carousel upon request a letter of agency or similar document, in a form reasonably satisfactory to Carousel, permitting Carousel to perform the Vendor Management. Where the third party vendor's consent is required for Carousel to be able to perform Vendor Management in a timely manner, Customer will obtain the written consent of the vendor and provide Carousel a copy of it upon request.

2.5 **Third Party Hosting.** In the event one or more network address(es) to be monitored by Carousel are associated with systems owned, managed, and/or hosted by a third party service provider ("**Host**"), Customer will: (i) notify Carousel of the Host prior to commencement of the Services; (ii) obtain the Host's advance written consent for Carousel to perform the Services on the Host's computer systems and provide Carousel with a copy of the consent upon request; and (iii) facilitate necessary communications between Carousel and the Host in connection with the Services.

2.6 **Access to Personal Data.** From time to time, Customer may require Carousel to access a Supported Product or Supported System containing employee, Customer or other individual's personal data (collectively, "**Personal Data**"). Where Customer instructs Carousel to access any Personal Data, or to provide Customer or a third party identified by Customer with access, Customer will (i) notify all relevant employees and other individuals of the fact that Carousel will have access to such personal data in accordance with Customer's instructions; take all measures necessary to ensure that access to Personal Data by Customer or Carousel complies with applicable law.

2.7 **OEM Requirements:** In order to receive manufacturer support or gain access to intellectual property such as software patches and updates, manufacturers may require an end user to maintain manufacturer-direct content in the form of licensing or software subscriptions, or another type of manufacturer-direct entitlement. It is the responsibility of the Customer to ensure that all subscriptions, licensing fees, software support agreements, and other manufacturer entitlements are active and up to date at commencement of, and at all times during the term of the Customer Agreement. In some cases, the OEM requires that the support provider (Carousel) contract directly with the manufacturer on behalf of the end user, with an associated cost for services. These costs shall be passed through to the Customer in amounts set forth on the SSA. In the event of early termination of the Customer Agreement, the Customer, at a minimum, shall be subject to an early termination fee of the prorated, net amounts due to the manufacturer for all established Backend OEM Support (as defined in the SSA), in addition to any penalty provided for in Section 6 (Optional Early Termination) herein.

3. **SOFTWARE LICENSE**

WHERE SERVICES INCLUDE PROVISION OF PATCHES, UPDATES OR FEATURE UPGRADES FOR SUPPORTED PRODUCTS ("**NEW SOFTWARE**"), THEY WILL BE PROVIDED SUBJECT TO THE LICENSE GRANT AND RESTRICTIONS CONTAINED IN THE ORIGINAL AGREEMENT UNDER WHICH CUSTOMER LICENSED THE ORIGINAL SOFTWARE FROM THE OEM. WHERE THERE IS NO EXISTING LICENSE FROM THE OEM, NEW SOFTWARE WILL BE PROVIDED SUBJECT TO THE MANUFACTURER'S THEN CURRENT LICENSE TERMS AND RESTRICTIONS FOR THE NEW SOFTWARE. NEW SOFTWARE MAY INCLUDE COMPONENTS PROVIDED BY THIRD PARTY SUPPLIERS THAT ARE SUBJECT TO THEIR OWN END USER LICENSE AGREEMENTS. CUSTOMER MAY INSTALL AND USE THESE COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE END USER LICENSE AGREEMENT ACCOMPANYING THEM.

4. Warranties

Carousel warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified personnel. If the Services have not been so performed and Carousel receives Customer's detailed request to cure a non-conformance within 30 days of its occurrence, Carousel will re-perform those Services. This remedy will be Customer's sole and exclusive remedy and will be in lieu of any other rights or remedies Customer may have against Carousel with respect to the non-conformance of Services.

EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER CAROUSEL NOR ITS LICENSORS OR SUPPLIERS MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES IN A SUPPORTED PRODUCT, SUPPORTED SYSTEM OR NETWORK WILL BE DETECTED OR THAT SERVICES WILL RENDER THEM SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAROUSEL DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

5. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE. THE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. HOWEVER, THEY WILL NOT APPLY IN CASES OF WILFULL MISCONDUCT, PERSONAL INJURY OR BREACHES OF OEM'S LICENSE RESTRICTIONS. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS.

6. Optional Early Termination

Customer may terminate Services in whole or in part upon written notice subject to the cancellation fees equal to Support Services fees for 12 months or the remaining term of Service, whichever is less. Customer will additionally be subject to termination fees comprised of the net amounts due to OEM for all established backend OEM support, as defined on the SSA. For prepaid agreements, Carousel will refund or credit the prorated price of the remaining term less the applicable termination charge.

Attachment C1

Equipment Location Address:				Page 1 of 16	
Customer Name:	Pinellas County FL - 911	Contract Start Date:	1/1/2021	Install Date:	Installed Base
Street Address:	Multi-site as listed below	Customer Contact:	Judith Weshinsky-Price	Created Date:	6/18/20 11/12/20r1
City, State, Zip:		Telephone No:	(727) 464-4226	Created By:	Suzanne Berube
Active MSSA on file?	Yes	Email:	Jweshinsky-price@pinellascounty.org	AE:	Adam Wright
SLX Opportunity #:	610420		Recast/Renewal		

NOTE: Service Agreement and Pricing expires, unless signed within 60 days from Created Date listed above.

Customer requests services for the following products and locations as described in EXHIBITS A and B. There is a **Master Sales and Service Agreement (MSSA)** in effect between the parties and this service agreement shall be subject to the terms and conditions of that agreement.

NOTE: ORIGINAL EQUIPMENT MANUFACTURER (OEM) SUPPORT, AT A MINIMUM, MUST BE IN PLACE FOR ACCESS TO ANY MANUFACTURER-PROVIDED SOFTWARE UPDATES, PATCHES OR SERVICES. UPON RECEIPT OF SIGNED AGREEMENT, OEM SUPPORT MAY TAKE UP TO THIRTY (30) DAYS TO ESTABLISH WITH THE MANUFACTURER.

EXHIBIT A – ESSENTIAL Coverage Option Purchased

Coverage Option: Remote + Onsite + Co-Delivery + Agency - 24x7

Qty	Service Description	Term Months	Coverage	Payment Type		Price
1	Carousel Tier 1+2 Remote Support	36	24x7x365	Annual		
1	Carousel 4-Hour Onsite Support	36	24x7x365	Annual		
1	Carousel Co Delivery – Vesta Solutions	36	24x7x365	Annual		
1	Telco Agency	36	24x7x365	Annual		
1	Vesta Solutions Software Support	36	24x7x365	Annual		
					Payment:	\$ 280,000.00

Number of positions: 160

Note: pricing above is for Carousel Essential Support only. The Motorola software support will bill separately.

EXHIBIT B - Addresses, Products and Hours covered under this agreement

Host A: 10750 Ulmerton Road, Building 1, Largo, FL 33778

ITEMS COVERED:

Model	QTY	Manufacturer Support SKU Level 1	SLA Description
VESTA® Network Management - Monitoring & Response License & Support Fees	10	809800-16170	M&R 3.0 IP DEV SRVC
VESTA® Network Management - Monitoring & Response License & Support Fees	2	809800-14165	M&R 3.0 SVR SRVC
VESTA® Network Management - Monitoring & Response License & Support Fees	52	809800-16165	M&R 3.0 WKST SRVC
VESTA® Network Management - Patch Management Solution	54	809800-16215	PATCH MGMT 3.2 SVC
VESTA® 9-1-1 Advanced Enhanced Operations	52	SS-OAD-VSSL-5Y	SPT VADV
VESTA® Analytics - VESTA® Analytics Hosted	1	809800-03405	SPT V-ANLYT DB-1000P
VESTA® Analytics - VESTA® Analytics Hosted	1	809800-03365	SPT V-ANLYT ENT/HOST
VESTA® Analytics - VESTA® Analytics Hosted	52	SA-MSG-ALSL-5Y	SPT V-ANLYT STD
VESTA® 9-1-1 Gateway Equipment	3	04000-00190	SW SPT M1000 GATEWAY
VESTA® 9-1-1 Gateway Equipment	4	04000-00195	SW SPT M1000 T1 MOD
VESTA® 9-1-1 Activity View	6	809800-35124	V911 ACT VIEW SW SPT
VESTA® 9-1-1 IRR Module	52	809800-35114	V911 IRR SW SPT 5YR
VESTA® Network Management - Anti-Virus Solution	54	809800-14175	VIRUS PROTECT 3.0 SVC
VESTA® 9-1-1 RapidSOS	1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB
Managed Services - Monitoring, PM & AV Service: Servers	1	809800-16361	M&R PM AV SVR SRVC
Managed Services - Monitoring, PM & AV Service: IP Devices	7	809800-16343	M&R IP DEVICE SRVC
VESTA® 9-1-1 Heads-Up Display	1	809800-35320	VHUD 1-4 SVR OPUT SPT
VESTA® 9-1-1 Heads-Up Display	6	809800-35345	VHUD DATA ACCESS LIC SPT
VESTA® 9-1-1 Heads-Up Display	1	809800-35310	VHUD ENT SPT
VESTA® 9-1-1 Heads-Up Display	6	809800-35340	VHUD VIEWER SPT
VESTA® 9-1-1 Servers	1	04000-68005-RNWL	V-SVR BASIC RNWL SPT
VESTA® 9-1-1 Servers	1	04000-68015-RNWL	V-SVR STD RNWL SPT
VESTA® SMS	1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
VESTA® Network Management - Monitoring & Response License & Support Fees	1	809800-16170	M&R 3.0 IP DEV SRVC
VESTA® Network Management - Monitoring & Response License & Support Fees	13	809800-16165	M&R 3.0 WKST SRVC

VESTA® Network Management - Patch Management Solution	13	809800-16215	PATCH MGMT 3.2 SVC
VESTA® 9-1-1 Advanced Enhanced Operations	13	SS-0AD-VSSL-5Y	SPT VADV
VESTA® Analytics - VESTA® Analytics Hosted	13	809800-03365	SPT V-ANLYT ENT/HOST
VESTA® 9-1-1 IRR Module	13	809800-35114	V911 IRR SW SPT 5YR
VESTA® Network Management - Anti-Virus Solution	13	809800-14175	VIRUS PROTECT 3.0 SVC

VESTA® CommandPOST

Qty.	Part No.	Description
8	873090-11102	ESInet Interface Module (EIM) V911 LIC EIM MOD
8	873099-01102	VESTA® 9-1-1 CDR Module V911 CDR PER SEAT LIC
8	873099-00802	VESTA® 9-1-1 Activity View V911 ACT VIEW LIC PER ST
8	870809-00701	VESTA® 9-1-1 Heads-Up Display <i>Heads-Up Display Viewer</i> VHUD VIEWER PER SEAT LIC
8	PS-0AD-VSML	VESTA® 9-1-1 Advanced Enhanced Operations VADV MLTP PER SEAT LIC
8	SS-0AD-VSSL-1Y	SPT VADV 1YR
8	873099-00502	VESTA® 9-1-1 IRR Module V911 IRR LIC/DOC/MED
8	809800-35110	V911 IRR SW SPT 1YR
		CommandPOST Hardware
8	61050-G819605-5Y	<i>Note: Customer to provide Docking stations and Monitors</i> LAPTOP ZBOOK15 G6 W/O OS & WARR 5YR
8	04000-00441	WINDOWS 10 LTSC LIC
8	65000-00263	DOCK STATION THUNDERBOLT KIT
8	64021-10025	KYBD/MOUSE BNDL
8	64007-50022	KEYPAD 24-KEY USB CBL 25FT
8	65000-00124	CBL PATCH 15FT
8	853004-00301	CPOST SAM HDWR KIT
8	853004-00401	SAM EXT SPKR KIT
8	809800-35109	V911 IWS CFG
8	809800-35108	V911 IWS STG FEE
1	870890-07501	CPR/SYSPREP MEDIA IMAGE
		VESTA® Analytics Licensing & Support
8	PA-MSG-ASSL	V-ANLYT STD PER SEAT LIC
8	SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR

Host B: 22211 US Highway 19N, Clearwater, FL 33765
ITEMS COVERED:

Model	QTY	Manufacturer Support SKU Level 1	SLA Description
VESTA® Network Management - Monitoring & Response License & Support Fees	7	809800-16170	M&R 3.0 IP DEV SRVC
VESTA® Network Management - Monitoring & Response License & Support Fees	1	809800-14165	M&R 3.0 SVR SRVC
VESTA® Network Management - Patch Management Solution	1	809800-16215	PATCH MGMT 3.2 SVC
VESTA® 9-1-1 Gateway Equipment	3	04000-00190	SW SPT M1000 GATEWAY
VESTA® 9-1-1 Gateway Equipment	2	04000-00195	SW SPT M1000 T1 MOD
VESTA® Network Management - Anti-Virus Solution	1	809800-14175	VIRUS PROTECT 3.0 SVC
Managed Services - Monitoring, PM & AV Service: Servers	1	809800-14161	M&R PM AV SVR SRVC
VESTA® 9-1-1 Servers	1	04000-68015-RNWL	V-SVR STD RNWL SPT
VESTA® 9-1-1 Servers	1	04000-68015-RNWL	V-SVR STD RNWL SPT
VESTA® SMS	1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB

Largo Police Department: 201 Highland Avenue North, Largo, FL 33770
ITEMS COVERED:

Model	QTY	Manufacturer Support SKU Level 1	SLA Description
VESTA® Network Management - Monitoring & Response License & Support Fees	4	809800-16170	M&R 3.0 IP DEV SRVC
VESTA® Network Management - Monitoring & Response License & Support Fees	8	809800-16165	M&R 3.0 WKST SRVC
VESTA® Network Management - Patch Management	8	809800-16215	PATCH MGMT 3.2 SVC
VESTA® 9-1-1 Advanced Enhanced Operations	8	SS-0AD-VSSL-5Y	SPT VADV
VESTA® Analytics - VESTA® Analytics Hosted	1	809800-03365	SPT V-ANLYT ENT/HOST
VESTA® Analytics - VESTA® Analytics Hosted	8	SA-MSG-ALSL-5Y	SPT V-ANLYT STD
VESTA® 9-1-1 Gateway Equipment	2	04000-00190	SW SPT M1000 GATEWAY
VESTA® 9-1-1 Gateway Equipment	1	04000-00195	SW SPT M1000 T1 MOD
VESTA® 9-1-1 Gateway Equipment	1	04000-00195	SW SPT M1000 T1 MOD
VESTA® 9-1-1 Activity View	2	809800-35124	V911 ACT VIEW SW SPT
VESTA® 9-1-1 IRR Module	8	809800-35114	V911 IRR SW SPT
VESTA® Network Management - Anti-Virus Solution	8	809800-14175	VIRUS PROTECT 3.0 SVC
VESTA® 9-1-1 RapidSOS	1	809810-00103	V911 ADV DATA LVL 2 STD
VESTA® SMS	1	809810-00102	V911 ADV DATA LVL 1
VESTA® 9-1-1 Heads-Up Display	1	04000-54048	VHUD DATA ACCESS LIC SW

VESTA® 9-1-1 Heads-Up Display	1	04000-54018	VHUD SGL SVR OPUT SW
Managed Services - Monitoring, PM & AV Service: IP	1	809800-16345	M&R IP DEVICE SRVC (VHUD)

Pinellas Park Police Department: 7700 59th Street North, Pinellas Park, FL 33781

ITEMS COVERED:

Model	QTY	Manufacturer Support SKU Level 1	SLA Description
VESTA® Network Management - Monitoring & Response License & Support Fees	4	809800-16170	M&R 3.0 IP DEV SRVC
VESTA® Network Management - Monitoring & Response License & Support Fees	5	809800-16165	M&R 3.0 WKST SRVC
VESTA® Network Management - Patch Management	5	809800-16215	PATCH MGMT 3.2 SVC
VESTA® 9-1-1 Advanced Enhanced Operations	5	SS-0AD-VSSL-5Y	SPT VADV
VESTA® Analytics - VESTA® Analytics Hosted	1	809800-03365	SPT V-ANLYT ENT/HOST
VESTA® Analytics - VESTA® Analytics Hosted	5	SA-MSG-ALSL-5Y	SPT V-ANLYT STD
VESTA® 9-1-1 Gateway Equipment	2	04000-00190	SW SPT M1000 GATEWAY
VESTA® 9-1-1 Activity View	1	809800-35124	V911 ACT VIEW SW SPT
VESTA® 9-1-1 IRR Module	5	809800-35114	V911 IRR SW SPT
VESTA® Network Management - Anti-Virus Solution	5	809800-14175	VIRUS PROTECT 3.0 SVC
VESTA® 9-1-1 RapidSOS	1	809810-00103	V911 ADV DATA LVL 2 STD
VESTA® SMS	1	809810-00102	V911 ADV DATA LVL 1

Saint Petersburg Police Department: 1301 1st Avenue North, Saint Petersburg, FL 33705

ITEMS COVERED:

Model	QTY	Manufacturer Support SKU Level 1	SLA Description
VESTA® 9-1-1 Heads-Up Display	1	809800-35320	VHUD 1-4 SVR OPUT SPT
VESTA® 9-1-1 Heads-Up Display	1	809800-35310	VHUD ENT SPT
VESTA® 9-1-1 RapidSOS	1	809810-00103	V911 ADV DATA LVL 2 STD
VESTA® 9-1-1 Servers	1	04000-68037-RNWL	V-SVR MG CTR RNWL SPT
VESTA® Analytics - VESTA® Analytics Hosted	1	809800-03401	SPT V-ANLYT DB-1000P
VESTA® Analytics - VESTA® Analytics Hosted	1	809800-03361	SPT V-ANLYT ENT/HOST
VESTA® 9-1-1 Gateway Equipment	2	04000-00186	SW SPT M1000 GATEWAY
VESTA® 9-1-1 Gateway Equipment	2	04000-00191	SW SPT M1000 T1 MOD
VESTA® 9-1-1 Servers	1	04000-68015-RNWL	V-SVR STD RNWL SPT
VESTA® 9-1-1 Heads-Up Display	3	809800-35345	VHUD DATA ACCESS LIC SPT
VESTA® 9-1-1 Heads-Up Display	3	809800-35340	VHUD SUPV VIEWER SPT

Managed Services - Monitoring, PM & AV Service: Servers	3	809800-16361	M&R PM AV SVR SRVC
Managed Services - Monitoring, PM & AV Service: IP Devices	12	809800-16343	M&R IP DEVICE SRVC
Managed Services - Monitoring, PM & AV Service: Workstations	19	809800-16377	M&R PM AV WKST SRVC
VESTA® 9-1-1 Advanced Enhanced Operations	53	SS-0AD-VSSL-1Y	SPT VADV
VESTA® 9-1-1 Instant Recall Recorder Module	53	809800-35110	V911 IRR SW SPT
VESTA® Analytics - VESTA® Analytics Hosted	53	SA-MSG-ALSL-1Y	SPT V-ANLYT STD
VESTA® 9-1-1 Heads-Up Display	3	04000-02512	VHUD SDA909/1010 HW WARR
VESTA® 9-1-1 Heads-Up Display	2	04000-02512	VHUD SDA909/1010 HW WARR

Tarpon Springs Police Department: 444 South Huey Avenue, Tarpon Springs, FL 34689

ITEMS COVERED:

Model	QTY	Manufacturer Support SKU Level 1	SLA Description
VESTA® Network Management - Monitoring & Response License & Support Fees	4	809800-16170	M&R 3.0 IP DEV SRVC
VESTA® Network Management - Monitoring & Response License & Support Fees	2	809800-16165	M&R 3.0 WKST SRVC
VESTA® Network Management - Patch Management	2	809800-16215	PATCH MGMT 3.2 SVC
VESTA® 9-1-1 Advanced Enhanced Operations	2	SS-0AD-VSSL-5Y	SPT VADV
VESTA® Analytics - VESTA® Analytics Hosted	1	809800-03365	SPT V-ANLYT ENT/HOST
VESTA® Analytics - VESTA® Analytics Hosted	2	SA-MSG-ALSL-5Y	SPT V-ANLYT STD
VESTA® 9-1-1 Gateway Equipment	2	04000-00180	SW SPT ANALOG GATEWAY
VESTA® 9-1-1 Activity View	1	809800-35124	V911 ACT VIEW SW SPT
VESTA® 9-1-1 IRR Module	2	809800-35114	V911 IRR SW SPT
VESTA® Network Management - Anti-Virus Solution	2	809800-14175	VIRUS PROTECT 3.0 SVC
VESTA® 9-1-1 RapidSOS	1	809810-00103	V911 ADV DATA LVL 2 STD
VESTA® SMS	1	809810-00102	V911 ADV DATA LVL 1
VESTA® 9-1-1 Gateway Equipment	1	04000-00186	SW SPT M1000 GATEWAY
VESTA® 9-1-1 Gateway Equipment	1	04000-00191	SW SPT M1000 T1 MOD

Clearwater Police Department: 645 Pierce Street, Clearwater, FL 33758

ITEMS COVERED:

Model	QTY	Manufacturer Support SKU Level 1	SLA Description
VESTA® 9-1-1 Advanced Enhanced Operations	15	SS-0AD-VSSL-1Y	SPT VADV
VESTA® Analytics - VESTA® Analytics Hosted	1	809800-03361	SPT V-ANLYT ENT/HOST

VESTA® Analytics - VESTA® Analytics Hosted	15	SA-MSG-ALSL-1Y	SPT V-ANLYT STD
VESTA® 9-1-1 Instant Recall Recorder Module	15	809800-35110	V911 IRR SW SPT
Managed Services - Monitoring, PM & AV Service: IP Devices	5	809800-16343	M&R IP DEVICE SRVC
Managed Services - Monitoring, PM & AV Service: Workstations	15	809800-16377	M&R PM AV WKST SRVC
VESTA® 9-1-1 Gateway Equipment	2	04000-00186	SW SPT M1000 GATEWAY
VESTA® 9-1-1 Gateway Equipment	1	04000-00191	SW SPT M1000 T1 MOD
VESTA® 9-1-1 Heads-Up Display	2	809800-35345	VHUD DATA ACCESS LIC SPT
VESTA® 9-1-1 Heads-Up Display	2	809800-35340	VHUD SUPV VIEWER SPT
VESTA® 9-1-1 RapidSOS	1	809810-00103	V911 ADV DATA LVL 2 STD
VESTA® 9-1-1 Heads-Up Display	2	04000-02512	VHUD SDA909/1010 HW WARR

EMS: 12490 Ulmerton Road, Largo, FL 33774

ITEMS COVERED:

Model	QTY	Manufacturer Support SKU Level 1	SLA Description
VESTA® Analytics - VESTA® Analytics Hosted	1	SA-MSG-ALSL-1Y	SPT V-ANLYT STD
VESTA® 9-1-1 Advanced Enhanced Operations	1	SS-0AD-VSSL-1Y	SPT VADV
VESTA® Analytics - VESTA® Analytics Hosted	1	809800-03361	SPT V-ANLYT ENT/HOST
VESTA® 9-1-1 Instant Recall Recorder Module	1	809800-35110	V911 IRR SW SPT
VESTA® 9-1-1 Servers	1	04000-68015- RNWL	V-SVR STD RNWL SPT
VESTA® 9-1-1 Gateway Equipment	2	04000-00186	SW SPT M1000 GATEWAY
VESTA® 9-1-1 Gateway Equipment	2	04000-00191	SW SPT M1000 T1 MOD
Managed Services - Monitoring, PM & AV Service: Servers	3	809800-16368	M&R PM AV SVR SRVC
Managed Services - Monitoring, PM & AV Service: Workstations	2	809800-16384	M&R PM AV WKST SRVC
Monitoring, PM & AV Service: IP Devices	8	809800-16350	M&R IP DEVICE SRVC

DEDICATED RESOURCE:

1. Scope of Services

Carousel shall provide the Dedicated Resource(s) to Customer at rate listed in Section 3.

- Number of Resources: 1 (Kyle Pittman)
- Support Location(s): Host A, 10750 Ulmerton Road, Building 1, Largo, FL 33778
- Resource Type (s): 911 Engineering Support

2. Terms of Agreement

This Agreement shall remain in effect from Start Date listed above through the End Date listed above. Contracts scheduled to end outside of a full month billing cycle will be prorated accordingly. This agreement may be extended for no more than (60) days before an updated Dedicated Resource Agreement must be signed.

3. Dedicated Resource(s) provided and related Fees

Year 1

Rate ^{1,2,3,4}	Description
\$ 55.50 (hour) \$115,440 (annual)	Flat monthly bill rate based on 40-hour work week and 49-week support year, 8 hours per day Monday – Friday excluding Customer holidays and/or closures, unless otherwise specified in Section 1, Scope of Services.
\$ 83.25	Hourly rate for overtime. Overtime is defined as time worked in excess of 40-hours in a given week. All overtime must be pre-approved by the customer.
\$ 111.00	Hourly rate for work conducted on Customer observed holidays and Sundays. Work on Sundays or Holidays must be pre-approved by customer.

¹ Overtime for work conducted outside normal business hours will be calculated presuming a forty (40) hour work week and pursuant to the appropriate labor laws. If work outside of agreed support hours is required, Customer reserves the right to modify the Dedicated Resource’s schedule to avoid overtime charges, excluding work on Sundays and Holidays. Overtime charges will be invoiced separately from the monthly Dedicated Resource Agreement invoice.

² If Dedicated Resource incurs travel expenses while supporting an additional Customer location not listed in Section 1, travel and living expenses, (i.e. mileage, overnight accommodations, rental vehicle, and/or meals) shall be billed to Customer at cost and will be billed separately from the Dedicated Resource Agreement invoice.

³ Contract terms scheduled to end outside of a full month billing cycle will be prorated accordingly based upon listed flat monthly rate.

Please note: If this agreement is extended for additional years, the pricing will be as follows:

Year 2 Hourly Rate	Year 3 Hourly Rate	Year 4 Hourly Rate	Year 5 Hourly Rate
\$57.17	\$58.88	\$60.65	\$62.47
\$118,913.60	\$122,470.40	\$126,152	\$129,937.60

During the period of this agreement:

- Should the customer request additional support not provided by the contracted Dedicated Resource, Carousel will offer services at the appropriate Time and Materials rate.
- Should the Customer upgrade and/or replace their technology and thus require a Dedicated Resource with a different skill set, the rates outlined in this agreement may be subject to change.
- Changes to the Customer requested Dedicated Resources in terms of quantities and/or skill set may be made through a mutually agreeable amendment to this agreement and rates will be subject to change.

If there is no dispute about the work performed, Customer shall promptly review and approve Carousel's invoices for services and make payment within thirty days of invoice date. The Customer shall assume responsibility for all legal fees necessitated by default in payment.

4. Working Arrangements

- a) Supervision: The Customer shall be responsible for the day to day oversight and issuance of work tasks/activities of the Dedicated Resource(s) provided under this agreement.
- b) Dedicated Resource's Work Area: Customer has sole responsibility for identifying Dedicated Resource's work area. A safe and workable environment shall be provided. Customer shall restrict this area, as Customer deems necessary.
- c) Access: It is the Customer's responsibility to ensure Carousel is aware of all facility access guidelines and procedures for both regular and non-regular business hours (nights, weekend, holidays, etc.) and Carousel's responsibility to ensure the Dedicated Resource(s) are aware of and comply with any such procedures.
- d) Refuse Entry: Customer reserves the right to refuse an employee of Carousel entry to facilities. Upon Customer's request, Carousel shall remove any of its employees from such facilities.
- e) Safety: The Dedicated Resource(s) must comply with all Customer location safety and security requirements. Carousel will immediately report any accidents involving the Dedicated Resource to the Customer in writing. For personal health issues, Carousel's employees shall contact their own physician, or contact Carousel management or HR for advice.

5. Employment Status

Nothing herein shall be construed to create an employer-employee relationship between the Customer and the Dedicated Resource.

6. Qualifications

Carousel represents and warrants that the Dedicated Resource possesses the requisite experience and expertise to perform this obligation hereunder in accordance with the highest professional standards. In the event the Dedicated Resource is terminated or resigns during the contract term, Carousel will provide an alternate Dedicated Resource that both parties agree upon. The Customer will not be billed during the period of time needed to recruit and hire a replacement resource.

7. Non-Solicitation

During the term of this Agreement, Customer agrees not to extend an offer of employment (temporary or permanent) to The Dedicated Resource(s) unless Carousel agrees to release the employee(s) and terminate this agreement. Upon the end of the contracted term, Customer may extend and offer of employment to the previously contracted Dedicated Resource. A Direct Hire Fee may apply if contract term totaling less than 12 months.

Should the Customer breach this section and hire the Dedicated Resource(s) prior to the end of the contract term, or without consent from Carousel, Customer agrees to pay Carousel one times (1x) the total of annual salary for each employee accepting employment during the term stated above. The wage rate will be determined by the employee's pay rate at the time the employee leaves Carousel's employ.

Customer and Carousel agree that such payment will represent fair and reasonable compensation for the loss of such employee and subsequent recruiting, training and temporary help necessary to replace any such employee. This sum will be fully due and payable upon the employee's notice of resignation and will be considered separate and apart from any and all other payments due under this Agreement.

EXHIBIT C – 911 Statement of Services

*The following section is designed to outline the scope of work that Carousel will deliver to the Client for Carousel 911 Public Safety, **as listed in Exhibit B.1 and Coverage Option listed in Exhibit B.2 of the Carousel Support Services Agreement (SSA)***

CAROUSEL PUBLIC SAFETY

Carousel Public Safety 911 solution partners with Vesta Solutions who monitors and aggregates information across the organization’s entire infrastructure, inclusive of networks, applications, hardware, software, server and workstation operating systems. Carousel, working in close partnership with Vesta Solutions, provides the platform that makes this industry leading level of support possible.

HOURS OF OPERATION

Service Operations Center	7 x 24
Support Services	7 x 24

CAROUSEL SERVICE MATRIX

Public Safety Services	Carousel’s Essential Offer
24x7 Technical Support	X
Co-Delivery Incident Management (Tier 1-4)	X
Problem Management	X
On-Site Dispatch Technician	X
Reporting with Quarterly Business Review	X
Service Performance Review	X
Service Delivery Manager	X
Carrier Agency	X
Root Cause Analysis	X
24x7 Vesta Solutions Monitoring and Response	X
Parts Replacement	X
Vesta Solutions Software Support	X
Vesta Solutions Anti-Virus	X
Vesta Solutions Microsoft Patch Management	X

Monitoring

Vesta Solutions and Carousel will provide 24x7 remote monitoring of the Customer Infrastructure and Services as defined by the SSA. (Excluding scheduled maintenance windows determined between Carousel and the Customer). Equipment to be monitored is specific to each customer on the Carousel SSA.

24x7 Solution Monitoring Service
Typical components monitored: (Will be defined on the SSA Exhibit B)
HP Servers and Workstations and associated software.
Network Switches (CISCO and HP)
AudioCodes Media Gateways and associated modules
Adjunct IP devices included within the Motorola Solution
Notifications are received in Carousel’s NOC via Vesta Solutions Managed Services Group
Carousel alerts the customer based on severity and begins remediation either remote or onsite

Service Desk /Help Line

Carousel’s Help Line provides answers to general connectivity, usability or software application-specific questions from authorized client points of contact. The help line will provide troubleshooting for end user network connectivity issues, advice on best practices, provide or clarify service or manufacturer documentation, and enhance client understanding of the use, features and programming of Carousel supported products.

Service Desk	Carousel
Provide 24x7 Help Desk access for designated Client IT POC’s	X
Provide and record all incoming Help Desk requests into Carousel’s Help Desk System;	X
Perform Level 1 support, initial problem determination for Client’ POC as necessary.	X
Provide Help Desk Call management and escalation management to Level 2 & 3 support as necessary	X
Communicate problem status or resolution to the Client POC as appropriate;	X
Referring/Redirecting Out of Scope calls to designated Third Party Support Group, or SME if required;	X

Software Support

“**Software**” is defined as computer program instructions that facilitate functionality within hardware. There are three main types of software. System software (operating systems, i.e. Windows XP) controls the working of the computer. Ancillary software includes database applications, back up products, and other third party software. SQL Server and Backup Exec are considered ancillary software. Application software is designed to perform specific tasks. VESTA®, Sentinel®, Aurora® and ORION™ are examples of application software.

Vesta Solutions Support	Carousel	Vesta Solutions
Performed as needed based on Vesta Solutions release schedule of pre-approved patches.		X
Coordinated and scheduled by Carousel SDM (possibly be service affecting)	X	
Covers Dot releases, hotfixes and patches		X
Must have current Software Support Agreement in place with Vesta Solutions.		X
Performed Onsite when needed	X	

I. SOFTWARE UPDATES

Vesta Solutions provides notification of the availability of new software updates to the Carousel via a Product Change Notice (PCN) which provides the specifics of the update and the availability.

Upon notification, the Carousel is to review the PCN and determine how it applies to each of its sites. Once Carousel determines the PCN applies to its sites, it is the responsibility of the Carousel to implement.

II. OPERATING SYSTEM SECURITY PATCHES

Vesta Solutions receives monthly notifications from Microsoft as it pertains to Operating Systems (OS) and application security patches. Vesta Solutions reviews the notifications and determines if any apply to the specific OS and applications used by Vesta Solutions.

Where it is determined that a Microsoft Security Patch applies to an Vesta Solutions product, Vesta Solutions will test the patch against the Vesta Solutions product lines. Upon successful completion of the testing, Vesta Solutions will provide the Carousel with a Technical Services Bulletin (TSB) identifying that the security patch has been tested and recommends the deployment.

It is the Carousel’s responsibility to review the TSB, determine the applicability based on its sites, and download and deploy the security patches. If Carousel purchases Vesta Solutions Patch Management Service, Vesta Solutions Managed Services Team will coordinate the update with the Carousels technical team.

Patch Management

This service provides remote, schedulable delivery of critical (Vesta Solutions tested) Microsoft Security patches to monitored computers eliminating sneaker-net delivery of critical security patches. Installation of critical security patches is a crucial part of securing a PSAP against today’s threats. Requires Reboot of systems.

Patch Management 8X5	Carousel	Vesta Solutions
Microsoft Patch Management is performed on an as needed basis on Vesta Solutions release schedule of pre-approved Microsoft patches.		X
Coordinated by Carousel (Scheduled based on customer needs during regular 8am-5pm)	X	
Delivered remotely by Vesta Solutions with Carousel onsite support	X	X
Performed onsite (Reboot Required)	X	

Virus Protection

This service provides remote, schedulable delivery of critical (Vesta Solutions tested) anti-virus definition updates to monitored computers eliminating cumbersome and costly manual delivery of updates and significantly assisting in the reduction (although the risk of infection can never be completely eliminated—such is the nature of a reactionary measure like anti-virus software) of virus infections. Anti-virus software and the maintenance thereof is a crucial part of securing today’s PSAP.

Virus Protection	Carousel	Vesta Solutions
Anti-virus Software Updates		X
Coordinated by Carousel	X	

Carrier Agency	Carousel
Carousel Carrier Agency includes the following activities:	
Open a trouble service request with the designated carrier(s).	X
Coordination, on customer’s behalf, of trouble tickets, trouble referral, and case management for carrier network issues.	X
Continue to case manage the trouble and provide status updates to the Customer, to resolution.	X
NOTE: Client must provide a Letter of Agency, Circuit ID’s, and Vendor #’s by Location, as required. NOTE: Vendor Agency does NOT include Provisioning of new services	

Reporting

Customers are provided with historical service related tickets. Information is delivered in the form of reports and quarterly briefings.

Reporting Service	Carousel	Vesta Solutions
Carousel will provide the following quarterly reports:		
Trouble tickets classified by severity	X	
Trouble tickets by location	X	
Resolution time by severity	X	

Carousel Service Delivery Manager

Carousel will assign an Service Delivery Manager to monitor overall, the Customer's service operations, and is responsible for the following:

Serve as "Service Interface" between Carousel personnel and the Customer

Work with the Customer's point of contact to develop and implement Policies, Procedures and Standards

Schedule and facilitate monthly meetings, status updates, Change Management, review monthly or quarterly reports, and monitor the Customer's SLAs

Execute changes in the Schedules

SPOC for problem escalation and resolution

Hardware Support-

If replacement equipment is needed, the remote engineer and/or on site technician will relay the information to the appropriate Service Representative to coordinate next steps. The replacement process is dependent upon the customer's support agreement with Carousel. * Manufacturer maintenance services including but not limited to extended warranty, Advanced Exchange, or expedited replacement are coordinated by Carousel.

Warranty parts replacement subject to manufacturer's policies and programs.

Onsite replacement for failed equipment provided where entitled and is coordinated with the fulfillment of replacement equipment. If onsite support entitlement is not in place it can be provided upon request subject to billable T&M costs.

SECTION D – SERVICE LEVEL AGREEMENTS

Definitions

Response Time: Response Time is measured from the time the customer contacts the Carousel Services Center to report an incident, to the time the technician/engineer begins diagnostics. Carousel will attempt to clear all failures remotely before dispatching a technician to the Customer's premises, if required.

P1: A critical issue - Priority is set as a One (1). The definition is a widespread system or application failure.

- The customer is experiencing a loss of service impacting greater than 25% of the users at a given site, multiple sites, enterprise, or of a given functional area. (Ex. 25% of the Call Center agents are impacted)
- The incident results in extremely serious interruptions to the production system. Tasks that should be executed immediately cannot be executed due to a complete outage of the system or interruptions in main functions of the production system.
- The entire user community is or could be negatively affected.
- Tasks that should be executed immediately cannot be executed due to a complete outage.
- Data Integrity may be compromised and the service request requires immediate processing as the issue can result in financial losses.
- Service problem during critical periods (ex. End of month processing, payroll processing)
- Security violations (ex. Denial of service, widespread virus, etc.)

Response time for a critical event is: **15 minutes**

Tech Onsite: Within 4 hours

P2: A major issue - Priority is set as Two (2). The definition is the majority of system /application is in failure

- Loss of service to less than 25% of the users at a given site, multiple sites, enterprise, or of a given functional area (Ex. Less than 25% of Call Center agents impacted.)
- There is a negative impact to project installation activities, urgent deadlines or the incident puts the system at risk. In production system, important tasks cannot be performed, yet the error does not impair essential operations. Processing can continue in a restricted manner, yet data integrity may be at risk. The service requests require timely processing due to the malfunction may cause serious interruptions to critical processes or negatively impact business.
- System or application is degraded or performing unreliably and is affecting customer's ability to perform normal business functions.
- Key services or employees are affected. (Ex. Attendant console, system administration access, security violations.)
- Service order has been downgraded from a critical due to a temporary fix put in place until permanent resolution is conducted during customer's change control process.

Response time for a major event is: **30 minutes**

Tech Onsite: Within 8 hours

P3: A minor issue – priority is set to Three (3). The definition is customer is experiencing a partial system or application interruption

- Customer and operational impact is low

Response time for a minor event is: **8 hours**

Tech Onsite: Next business day

***Includes temporary solution, some or all restoration.

P4 ; For standard requests, priority is set to Four (4). The request is not service impacting yet a potential system/ application failure could occur if not resolved.

- An incident affects a single end-user and does not impact or disrupt the end-user's daily tasks
- An incident that has minimal impact on normal business processes and may be handled on a scheduled basis, such as end-user requests requiring system enhancement, or peripheral problems, such as network printer issues.

- The issue consists of "how to" questions or end user requests including issues related to operational awareness, installation and configuration inquiries, enhancement requests, or documentation questions.

Response time: based on request

Tech Onsite: based on request

Break / Fix Prioritization

Rank and SLA/SLO	P1 (Critical)	P2 (Major)	P3 (Minor)	P4 (Standard)
Response/ Acknowledge	< 15 minutes	< 30 minutes	8 hours	based on request
Tech Onsite	0-4 hours	8 hours	Next business day	based on request
Escalation Threshold	1 hours	2 hours	48 hours	As needed
Communication Objective	Hourly	4 hours	Daily	As needed

Equal Opportunity Clause

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Customer signature below indicates customer has read and agrees to all terms within this agreement.	Total Annual Payment Due Essential: \$ 280,000.00 Total Annual Due Technician Yr 1: \$ 115,440.00 Total Annual Due Technician Yr 2: \$ 118,913.60 Total Annual Due Technician Yr 3: \$ 122,470.40		
By: (Authorized Signature)	Business Partner CAROUSEL INDUSTRIES OF NORTH AMERICA ATTN: Service Contracts Dept.		
Printed Name On: (Date)	Accepted By:	Voice: (800) 401-0760 ext. 1109	
Customer Bill To (if different than primary covered location)	Typed Name On: (Date)	Fax: (401) 667-5492	
ATTN:	Address 659 South County Trail		
Address	City Exeter		
City, State, Zip	State Zip	RI 02822	

Carousel's Mission

To transform our clients' businesses by delivering technology solutions that become a critical component of their organization's success.

ATTACHMENT D - PINELLAS COUNTY SOW

Scope of Work

Pinellas County
Multi-site Geo-Diverse
VESTA 9-1-1 Hardware Refresh
Position Addition

Adam Wright – Account Executive

Phone: (813) 344-8572

awright@carouselindustries.com



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Customer Name/Location Pinellas County, FL	Prepared by Timothy Deranek	Date prepared 03-09-2020
Project Description Hardware Refresh for the Pinellas County, FL Primary Multi-Site Geo-Diverse VESTA 9-1-1 Solution. Adding nine (9) VESTA 9-1-1 positions to bring total count to eighty-nine (89) system wide.		

This *Scope of Work* ('SOW') document describes the services and deliverables that will be performed by *Carousel Industries* in collaboration with *Motorola Solutions*, the system manufacturer. These installation and support services will provide Pinellas County (Customer) with the implementation, configuration and support of significant new hardware and software to upgrade the existing VESTA solution that serves the PSC, Sunstar, Largo Police Department, Pinellas Park Police Department and Tarpon Springs Police Department.

Background

Pinellas County currently operates a five (5) site VESTA 9-1-1 with VESTA Analytics MIS, Heads Up Display and Activity View that serves the following PSAPs:

1. Pinellas County Public Safety Complex (PSC)- Host "A" with fifty-nine (59) existing VESTA positions.
2. Pinellas County Emergency Responders Building (ERB)- Host "B" (This site will move to the St. Petersburg PD location)
3. Sunstar Ambulance (collocated at PSC) with seven (7) existing and eight (8) new VESTA positions
4. Largo Police Department (Remote) with eight (8) existing VESTA positions
5. Pinellas Park Police Department (Remote) with five (5) existing positions
6. Tarpon Springs Police Department (Remote) with two (2) existing positions

Key Solution Elements & Deliverables

Location 1: Pinellas County PSC- 10750 Ulmerton Rd, Largo, FL 33782 (Host A)

Location 2: St. Petersburg PD -1301 1st Ave N, St. Petersburg FL 33705 (Host B)

Location 3: Largo Police Department- 201 N. Highland Ave, Largo, FL 34604 (Remote)

Location 4: Pinellas Park Police Department- 7700 59th St. N., Pinellas Park, FL 33756 (Remote)

Location 5: Tarpon Springs Police Department- 444 S. Huey Ave, Tarpon Springs, FL 34689 (Remote)

Site Survey and Call Flow Meeting

Carousel's project team will perform a site survey at each location to review, space, power, and overall site environments in preparation for the equipment delivery and installation. All issues and concerns will be documented and presented to the County as Exhibit E – "Site Survey Assessment" for any required attention or resolution. The County agrees that any urgent items discovered in the Site Survey Assessment will be addressed by County within 3 weeks from delivery of the Site Survey Assessment to ensure the project can stay on track. Any delay in addressing those items may result in delays and the customer understands that those delays will impact project timeline.

The project team will lead a Call-Flow meeting with the County and remote PSAPs to discuss, define, and document the various call flow patterns required for the systems operation including:

- Review inventory of all lines and trunks including circuit numbers and descriptive labels

- SMS and EIM SIP sessions
- ACD queues, priorities, and queue overflows
- Call-taker roles / skills
- Dial Plans – i.e. dialing procedures/preferences, etc.

The County and Carousel agree that the output of the call-flow meeting will result in a County-approved documented call flow plan which will be added as Exhibit F – Call Flow Plan to the SOW. It is further agreed, that the Call Flow Plan will be used to program the system by Motorola Solutions and Carousel personnel. Any changes to the approved Call Flow Plan will need to follow the Change Control Process – Exhibit C and the County agrees they may incur additional charges and/or delays in the project.

Equipment Delivery and Installation

Carousel personnel will be on-site to receive and inventory the system components. Installation will commence upon completion of the inventory.

PSC (Host A)

- Pinellas County will provide the cabinet/rack space, keyboard, PDUs and other peripherals to support the following Host A system control equipment in the backroom:
 - One (1) 19" slide out monitor with 8-port KVM
 - One (1) DL380 server (with sliding rails) to host the virtualized instances of MDS-A, DDS-A and ASN-A (to support VESTA SMS and EIM).
 - One (1) HP Elite 705 SFF management workstation
 - Two (2) Cisco 3650-E Core Switches
 - Six (6) 24-port Cisco 2960-X Distribution Switches
 - Two (2) new Mediant 1000 modular gateway chassis.
 - Four (4) new 4-port FXO gateway modules that will provide a total of sixteen (16) analog loop start lines or wet ringdowns ports.
 - Four (4) 1-SPAN T1/PRI Modules to support up to (4) T1 or PRIs
 - Two (2) Fortinet Firewall for VESTA SMS and VESTA EIM
 - One (1) Fortinet Firewall for remote access, Managed Services and RapidSOS access
 - Two (2) TS-4 devices for redundant CAD spills from each DDS server
 - One (1) Blackbox TL159 Data Broadcaster that can provide four (4) separate CAD spills
 - CDR Licensing for ECATS
 - One (1) Netclock 9483 +OCXO+3 NTP Ports (existing antenna and cabling will be reused)
- One (1) DL380 Automated Abandon Callback Server.
- One (1) DL380 VESTA Hosted Analytics Server. Additional Analytics components include:
 - Advanced Reporting and Dashboard Module upgrade licensing
 - Six (6) User Reporting upgrade licensing
- One (1) DL380 Heads Up Display (HUD) Server to support real-time call and queue details. Additional HUD components include:
 - Six (6) HUD Media Players. Each player supports one (1) unique layout and one (1) HDMI outputs (Pinellas to provide wall mount HUD video displays).
- Six (6) new VESTA Administrative positions. Each existing position includes:
 - One (1) HP ProDesk Mini workstation, keyboard and mouse (Pinellas will provide monitor)
 - One (1) VESTA HUD Supervisor viewer upgrade license
 - One (1) Activity View upgrade license
- Fifty-nine (59) VESTA 9-1-1 call-taker positions. Each position includes:
 - VESTA 9-1-1, IRR, Analytics, Activity View and HUD upgrade licensing
 - One (1) HP ProDesk Mini workstation, keyboard and mouse (Pinellas will provide monitor)
 - One (1) Sound Arbitration Module (SAM) with jackbox, handset and external speaker unit with 15' extension cables

- One (1) 24-button Genovation keypad with 25' cable
- Eight (8) VESTA 9-1-1 IP Phones. Each phone includes:
 - One (1) AASTRA 6867I phone
 - One (1) Enhanced Phone Upgrade License to provide multiple line appearances
 - One (1) 20-button add-on module
- Monitor and Response, Antivirus and Microsoft Windows Patch Management for the servers and workstations
- Four (4) HP DL380 5YR Extended Warranty, 24x7 4-hour response
- Sixty-five (65) HP Elite705/ ProDesk Mini 5YR Extended Warranty 9x5 NBD

SPPD (Host B)

- Pinellas County will provide the cabinet/rack space, keyboard, PDUs and other peripherals to support the following Host B system control equipment in the backroom:
 - One (1) 17" monitor with 8-port KVM
 - One (1) DL380 server (with sliding rails) to host the virtualized instances of MDS-B, DDS-B and ASN-B (to support VESTA SMS and EIM).
 - One (1) HP Elite 705 SFF management workstation
 - Two (2) Cisco 3650-E Core Switches
 - Two (2) new Mediant 1000 modular gateway chassis.
 - Two (2) new 4-port FXO gateway modules that will provide a total of eight (8) analog loop start lines or wet ringdowns ports.
 - Two (2) 1-SPAN T1/PRI Modules to support up to (2) T1 or PRIs
 - Two (2) Fortinet Firewall for VESTA SMS and VESTA EIM
 - One (1) Fortinet Firewall for remote access, Managed Services and RapidSOS access
 - One (1) TS-4 devices for redundant CAD spills from each DDS server
 - One (1) Blackbox TL159 Data Broadcaster that can provide four (4) separate CAD spills
 - CDR Licensing for ECATS
 - One (1) Netclock 9483 +OCXO+3 NTP Ports (existing antenna and cabling will be reused)
- Monitor and Response, Antivirus and Microsoft Windows Patch Management for the new workstations
- One (1) HP DL380 5YR Extended Warranty, 24x7 4-hour response
- One (1) HP Elite705/ ProDesk Mini 5YR Extended Warranty 9x5 NBD

Sunstar Ambulance (collocated at PSC)

- Seven (7) VESTA 9-1-1 call-taker positions. Each position includes:
 - VESTA 9-1-1, IRR, Analytics, Activity View and HUD upgrade licensing
 - One (1) HP ProDesk Mini workstation, keyboard and mouse (Pinellas will provide monitor)
 - One (1) Sound Arbitration Module (SAM) with jackbox, handset and external speaker unit with 15' extension cables
 - One (1) 24-button Genovation keypad with 25' cable
- Eight (8) **new** VESTA 9-1-1 call-taker positions. Each position includes:
 - New VESTA 9-1-1, IRR, Analytics, Activity View and HUD licensing
 - One (1) HP ProDesk Mini workstation, keyboard and mouse (Pinellas will provide monitor)
 - One (1) Sound Arbitration Module (SAM) with jackbox, handset and external speaker unit with 15' extension cables
 - One (1) 24-button Genovation keypad with 25' cable
- Monitor and Response, Antivirus and Microsoft Windows Patch Management for the workstations
- Fourteen (14) HP Elite705/ ProDesk Mini 5YR Extended Warranty 9x5 NBD

Largo PD (Remote)

- Pinellas County will provide the cabinet/rack space, PDUs and other peripherals to support the following equipment in the backroom:
 - Two (2) 24-port Cisco 2960 LAN Switches
 - Two (2) new Mediant 1000 modular gateway chassis.
 - Two (2) new 4-port FXO gateway modules that will provide a total of eight (8) analog loop start lines or wet ringdowns ports.
 - Two (2) 1-SPAN T1/PRI Modules to support up to (2) T1 or PRIs
 - One (1) TS-4 devices for redundant CAD spills from each DDS server
 - One (1) Blackbox TL159 Data Broadcaster that can provide four (4) separate CAD spills
 - CDR Licensing for ECATS
- Two (2) VESTA Analytics User Reporting upgrade licensing
- One (1) HUD Media Player that supports one (1) unique layout and one (1) HDMI output
- One (1) HDMI splitter and two (2) HDMI receivers (Pinellas to provide wall mount HUD video displays).
- Eight (8) VESTA 9-1-1 call-taker positions. Each position includes:
 - VESTA 9-1-1, IRR, Analytics, Activity View and HUD upgrade licensing
 - One (1) HP ProDesk Mini workstation, keyboard and mouse (Pinellas will provide monitor)
 - One (1) Sound Arbitration Module (SAM) with jackbox, handset and external speaker unit with 15' extension cables
 - One (1) 24-button Genovation keypad with 25' cable
- Monitor and Response, Antivirus and Microsoft Windows Patch Management for the workstations
- Eight (8) HP Elite705/ ProDesk Mini 5YR Extended Warranty9x5 NBD

Pinellas Park PD (Remote)

- Pinellas County will provide the cabinet/rack space, PDUs and other peripherals to support the following equipment in the backroom:
 - Two (2) 24-port Cisco 2960 LAN Switches
 - Two (2) new Mediant 1000 modular gateway chassis.
 - Two (2) new 4-port FXO gateway modules that will provide a total of eight (8) analog loop start lines or wet ringdowns ports.
 - One (1) 1-SPAN T1/PRI Modules to support (1) T1 or PRI
 - One (1) TS-4 devices for redundant CAD spills from each DDS server
 - One (1) Blackbox TL159 Data Broadcaster that can provide four (4) separate CAD spills
 - CDR Licensing for ECATS
- One (1) VESTA Analytics User Reporting upgrade license
- Five (5) VESTA 9-1-1 call-taker positions. Each position includes:
 - VESTA 9-1-1, IRR, Analytics, Activity View and HUD upgrade licensing
 - One (1) HP ProDesk Mini workstation, keyboard and mouse (Pinellas will provide monitor)
 - One (1) Sound Arbitration Module (SAM) with jackbox, handset and external speaker unit with 15' extension cables
 - One (1) 24-button Genovation keypad with 25' cable
- Monitor and Response, Antivirus and Microsoft Windows Patch Management for the workstations
- Five (5) HP Elite705/ ProDesk Mini 5YR Extended Warranty 9x5 NBD

Tarpon Springs PD (Remote)

- Pinellas County will provide the cabinet/rack space, PDUs and other peripherals to support the following equipment in the backroom:
 - Two (2) 24-port Cisco 2960 LAN Switches
 - Two (2) new Mediant 1000 modular gateway chassis.
 - Two (2) new 4-port FXO gateway modules that will provide a total of eight (8) analog loop start lines or wet ringdowns ports.
 - One (1) 1-SPAN T1/PRI Modules to support (1) T1 or PRI
 - One (1) TS-4 devices for redundant CAD spills from each DDS server
 - One (1) Blackbox TL159 Data Broadcaster that can provide four (4) separate CAD spills
 - CDR Licensing for ECATS
- One (1) VESTA Analytics User Reporting upgrade license
- Two (2) VESTA 9-1-1 call-taker positions. Each position includes:
 - VESTA 9-1-1, IRR, Analytics, Activity View and HUD upgrade licensing
 - One (1) HP ProDesk Mini workstation, keyboard and mouse (Pinellas will provide monitor)
 - One (1) Sound Arbitration Module (SAM) with jackbox, handset and external speaker unit with 15' extension cables
 - One (1) 24-button Genovation keypad with 25' cable
- Monitor and Response, Antivirus and Microsoft Windows Patch Management for the workstations
- Two (2) HP Elite705/ ProDesk Mini 5YR Extended Warranty 9x5 NBD

Workstation and HUD Wiring

- Pinellas County will provide all VESTA workstation, administrative workstation and HUD Media Player CAT5e (or better) wiring runs at each location to each respective backroom equipment controller area. Pinellas County cut-down the cables and terminate on modular jacks at the workstations and patch panels in the backroom located in, or immediately next to, the VESTA cabinet/rack. In order to ensure a smooth cutover, additional CAT5e (or better) cables are recommended.

WAN Connectivity

Carousel Industries will provide new Cisco 3650-E core switches at each host and Cisco 2960-X distribution switches at each of the five (5) locations as indicated above. Pinellas County will provide all edge routers and transport from the host sites to each of the three (3) remotes. Pinellas County will program the VESTA 9-1-1 WAN routers according to the Motorola Solutions VESTA IP networking guidelines. Carousel will test the Pinellas County WAN links to ensure that the VESTA 9-1-1 specifications are met.

Host-to-Host

The Geo-Diverse deployment between the PSC (Host A) and ERB (Host B) requires two (2) diverse Layer 2 WAN connections provided by Pinellas County. Two (2) transport circuits riding alternate routes for redundancy and survivability are required.

Carousel Industries point of demarcation will be the WAN facing RJ-45 Ethernet port on the VESTA LAN switches at each of these locations.

Host-to-Remote

As indicated above Pinellas will be responsible for providing the Layer 3 edge routers and transport from the Host sites to the three (3) remote sites. While two (2) redundant and diverse methods of transport are recommended, it is not required.

Carousel Industries point of demarcation will be WAN facing RJ-45 Ethernet port on the VESTA LAN switches at each location.

Pinellas County will be responsible for the coordination required with the carrier(s) to ensure that the Layer 2/Layer 3 WAN links meet the requirements as outlined in the following documents:

1. VESTA 9-1-1 Release 7.2 IP Networking Guide

Carousel will:

- Coordinate the WAN assessment testing once Pinellas has confirmed that all WAN links to each of the locations are operational by the Carrier
- Report network test results to Pinellas County

Pinellas County will be responsible for coordinating any remediation with the WAN Carriers.

The VRA WAN Testing included in the quote is good for one (1) round of testing at each of the sites. Any network issues or delays that require further testing will incur additional WAN Testing changes.

Additional Installation Task

- Carousel will cable control equipment to the telco network interface. Cross-connect network lines and trunks to system.
- Power-up and program workstations for line appearances, transfer keys, screen layout, etc.
- Install miscellaneous handoffs for integration with external systems at each location (requires coordination by Pinellas with 3rd party vendors)
 - CAD handoff
 - Audio handoff to radio system for headset integration
 - Audio handoff from radio system to VESTA for Radio Instant Recall Recorder (IRR)
 - Recorder handoff
 - SMS Texting Control Center
 - IP 9-1-1 Call Delivery at each host
- Turn-up and test overall system operability
- Enable system for Remote Monitoring & Response
- Provide cutover day coverage and 2nd day support

For a complete list of all system components refer to Exhibit A- Final System Quote.

Training

No additional training has been quoted as part of this project.

Design Assumptions

- Pinellas County will order all new telephony network circuits (9-1-1, administrative lines, ALI circuits) as required, for each location.
- Pinellas will be responsible for the ordering and the coordination of any new 9-1-1 IP call delivery to each Host location, as required.
- Pinellas will be responsible for the ordering and the coordination of 9-1-1 SMS delivery from the Text Control Center (TCC) to each Host location, as required.
- Pinellas County will supply suitable system-wide UPS battery, electrical and grounding services for all equipment at each of the five (5) locations.
- Pinellas will provide the backroom cabinet/rack and peripheral equipment to house the new system control equipment at each of the five (5) locations.
- Pinellas will provide all VESTA workstation monitors and HUD displays at each of the five (5) locations.
- Pinellas will provide all VESTA network printer, as required, at each of the five (5) locations.
- Pinellas County will provide all workstation, HUD media play CAT5e or better structured cabling at each of the five (5) locations.

Services

This SOW lists major components. The list of material is included in the System Quote. All non-disruptive installation labor will be done during daytime operations, which is assumed to be Monday through Friday, 8AM-5PM local time.

- If any work requires an out of service period, the Project Manager and Lead Technician will work with the customer to identify and minimize disruption during the duration. *The customer is responsible for developing the emergency communications plan during outages.*
- Technicians may require internet access, while on-site in the event firmware downloads and updates are required.
- Exact scheduling will be determined with the customer, but installation will occur during a continuous period, until completed. Changes to or delay of this schedule (once determined) may result in additional labor costs and Project Management time added, via Exhibit C – Change Control Process. Changes to or delay of this schedule (once determined) may result in additional labor costs and Project Management time added according to Exhibit C -Change Control process.
- The Project Manager will provide equipment installation specifications (i.e., space, power and grounding) and the customer will be responsible for ensuring that the allocated space is ready.
- Any site 'not ready' issues that cause additional cost due to resource rescheduling and management may be chargeable via Change Order within Exhibit C – Change Control Process.
- Carousel Industries will be responsible for hardware server configuration; licensing, testing, firmware updates during the equipment preparation phase.
- For new network facilities (9-1-1 Trunks, ALI Circuits, T-1s, CO Ring down Trunks, SMS, IP call delivery) being installed, any delay of network services or site readiness that effects required labor hours may result in a change order (Exhibit C – Change Control Process) for additional technician hours and Project Management time.
- The County will be responsible for any network ordering and coordination of circuit in-service and testing date & time. Reuse of existing network facilities will require circuit technical information to include circuit IDs/ DID numbers, signaling protocol, any technical specifications and Network Vendor contact information in the event of service issues. The County agrees that any missing information may delay the project timeline and it is their responsibility to have all information gathered in a timely fashion working with their Carousel Project Manager.
- The *Carousel Industries* Project Manager will provide Milestones documentation prior to installation. Customer signoff will be required on these documents. The PM will conduct periodic status and planning conference calls as mutually agreed to.

Solution Team

Name	Title	Phone	Email
Timothy Deranek	Solutions Architect, Public Safety	401-583-7327	tderanek@carouselindustries.com
Elizabeth DellaPenna	Senior Account Executive- Public Safety	(813) 864-8820	edellapenna@carouselindustries.com

Project Management

Project Manager Responsibilities

Carousel Industries will designate a Project Manager to be responsible for overseeing the project. The Carousel Project Manager will be the single point of contact ('SPOC') for all issues related to system implementation. The SPOC will direct implementation to support installation and the scheduled in-service date. The *Carousel Industries* project manager will:

- Conduct formal project meetings to set mutual expectations regarding the implementation of the new communications system and its adjuncts.
- Create and maintain project plan and milestone schedule.
- Provide environmental specifications to Customer.
- Coordinate equipment delivery and inventory management
- Manage change control process. (Exhibit C – Change Control Process)
- Schedule resources.
- Conduct routine project status meetings.
- Conduct project closure meeting.
- Provide a cutover test plan
- A Project Binder providing important data regarding the management and support of the solution

Customer Responsibility

Customer will be responsible for the following:

- Designation of a single point of contact for the *Carousel Industries* Project Manager to work with on the project
- Attendance on all status calls in regard to the project
- Attendance by current Telecommunications provider on the Customer Kickoff Call (i.e. local technician)
- Provide access to site and equipment, as required by the Carousel Project Manager
- Request from their current circuit provider/ILEC/911 Services Provider with respect to circuit information, demarcation points labeled, circuit level testing, referred to herein as “Telco Audit”
- Provide the results of the Telco Audit to the Carousel Project Manager, any delay in providing the Telco Audit may delay the project
- Provide cable plant and wall field, with properly labeled, toned and tested cable runs. 9-1-1 trunks, ALI circuits, and administrative lines must be clearly marked at the telco demarcation. Lines not clearly marked may result in a delay to the project timeline.
- If cable is being re-used, current certification must be provided. If certification is not available, additional charges for cabling may apply for troubleshooting as part of Exhibit C – Change Control Process.
- Provide Cat 5e cabling to Training Room for at least eight (8) training positions on temporary basis if needed.
- Floor plans for Workstation and adjunct placement must be provided. They should be marked with position number.
- Floor Plan for server room layout must be provided. This must include power, rack, and demark location. Demark location for trunks and serial connection for modem must be within 8’ from racked equipment.
- Provide access to the existing Netclock antenna and cabling at each of the Host locations.
- Provide environmental conditions that meet or exceed manufacturer specified.
- Actively participate in the execution of the test plan and meet all project deliverables on time to keep project on-track
- Provide required information for *Carousel Industries* engineers to perform the installation
- Assume responsibility for removal and disposal of any disconnected equipment and telephones, unless removal or trade-in is specifically negotiated as part of the contract. Removed gear remains the property of the customer.
- Assume responsibility for any network provisioning and coordination of circuit in-service/testing date/time and procedures
- Provide tested building ground per NENA recommendation
- It is to be noted that if new network facilities are installed, any delay of network services or site readiness that effects required labor hours may result in a change order for additional technician hours.

- Coordination of 3rd party vendors for status calls and onsite meetings/work as required by the Carousel Industries Project Manager
- All equipment provided to Carousel Industries by the County will be in good working order, available, accessible and operating within manufacturer specifications.
- Adequate power/UPS/generator, work area, environmental controls, wiring and other facilities will be provided by provided by the County as required.
- Access to all required facilities and staff will be provided upon arrival at the site, subject to reasonable applicable security procedures.
- Provide stamped engineering plans, blue prints, and electrical single line drawings of existing / new site, as available.
- Provide access to the Customer's preferred contractors and consultants (e.g., Electricians, plumbers, mechanical, engineering, architects, carpenters, riggers, movers and other parties), as required by the Carousel Project Manager to ensure adherence to project timeline.
- Full disclosure and contact information of all project stakeholders, their roles and contribution including contractors, consultants, manufactures, vendor and suppliers, as required.
- Provide Carousel technicians with internet access, while on-site in the event firmware downloads and updates are required as well as communication with the Carousel team.

Additional Customer Responsibilities

- Provide adequate floor space in each telco room for installation of the VESTA system equipment into the County provided cabinets/rack. Relocation of any existing equipment to provide such space is the responsibility of the County
- Provide one (1) dedicated, permanent high speed internet connection, at each of the Host locations. The connection will require one (1) static IP address and one (1) switch port connection.
- Provide suitable UPS battery backup power to support the system (backroom equipment and call-taker positions)
- Provide analog/digital handoffs from existing telephone system, as required, for administrative line connections to the VESTA system.
- Perform any system administration or programming of administrative phone systems required for system integration and interoperability.
- Provide existing 9-1-1 system configuration detail

Customer Test Period and System Acceptance

Carousel will notify the Customer of a System Ready date which will establish a Customer Test Period during which time the Customer may conduct system testing prior to a system cutover for live operation. The test period will not exceed 5 business days unless mutually agreed upon by both parties prior to the start of testing. The Customer is responsible to document and notify Carousel of any issues detected during the test period. Carousel will address and remediate all issues and provide feedback based upon findings. The Test Period may be extended, if deemed necessary by both parties, to address any major issues.

For system installations where no new network lines and/or circuits are being installed it may be necessary for Carousel Industries to coordinate and participate in the temporary move of existing network services to allow the customer testing. In these cases, the testing window will be of limited duration to demonstrate functionality. Services will be restored to normal operation on the existing system until system cutover.

Upon conclusion of the Test Period the system will be cutover for live operation on a date mutually agreed upon by both parties. The Customer will provide notice of System Acceptance to Carousel in writing within 5 business days of live operation (Acceptance Period). The System Acceptance date may only be extended if an issue is identified that indicates the system fails to perform in accordance with the

manufacturer's specifications. The System will be deemed accepted if the acceptance period passes without notification of issue or acceptance by the Customer.

Signatory Acceptance Sheet

Carousel Industries will accept this SOW upon receipt of Customer's signature on this SOW along with a purchase order for the services and the estimated travel and living expenses set forth in pricing section if applicable.

By signing this SOW customer accepts this SOW as a binding agreement with *Carousel Industries* and agrees to abide by and accept the terms and conditions set forth herein.

PINELLAS COUNTY, FL

CAROUSEL INDUSTRIES

Customer signature

Carousel signature

Printed name

Printed name

Title

Title

Date

Date



Proposal For: Pinellas County, FL
Solution Proposed Multi-Site Geo Diverse VESTA 9-1-1 Hardware Refresh
Date: November 17, 2020

Multi-Site Summary

Design Assumptions-
 VESTA 9-1-1 Hardware Refresh at the PSC, SPPD, Sunstar, Largo PD, Pinellas Park and Tarpon Springs
 Assumes Pinellas County will provide new Layer 2 WAN between Host sites with Ethernet handoff
 to VESTA 9-1-1 Switches and redundant/diverse Layer 3 transport from Host to Remote (TBD).
 Redundant MDS and DDS DL380 servers in a virtualized design with the VESTA EIM and SMS module
 Hosted VESTA Analytics, AAC, HUD and CDR output to ECATS
 5 Years of HP Extended Warranties for the Servers and Workstations
 Motorola Software Support, Managed Services (M&R, Anti-Virus and Patch Management)

Host A- PSC
 Refresh fifty-nine (59) VESTA Workstations

Sunstar Ambulance (at PSC)
 Refresh seven (7) VESTA Workstations and adding eight (8) new to bring total to fifteen (15)

Total VESTA Positions at PSC location is seventy-four (74).

Largo PD (Remote)
 Refresh eight (8) VESTA Workstations

Pinellas Park PD (Remote)
 Refresh three (3) VESTA Workstations and additional equipment for two (2) VESTA CommandPOST

Tarpon Springs PD (Remote)
 Refresh two (2) VESTA Workstations

Pricing is valid for 90 days

Pinellas County PSC - Host A	\$688,264.08
St. Petersburg PD - Host B	\$79,079.89
Sunstar Ambulance (at PSC)	\$133,559.11
Largo PD	\$78,495.08
Pinellas Park PD	\$44,007.55
Tarpon Springs PD	\$30,303.55
Total Solution:	\$1,053,709.25

All new products are guaranteed to be as specified by the manufacturer's documentation, and are provided with the manufacturer's standard Product warranty. All refurbished components are covered by a Carousel direct warranty.

Customer is responsible for any electrical service, environmental conditions and cable work needed to support the quoted Products, unless otherwise specified on the Quote. Any changes to the above Products and /or Scope of Work will require the written authorization of both Carousel and the Customer. Pricing does not include taxes and freight charges, and as applicable, these costs will be added to the invoice.

All work is done subject to the terms and conditions of Pinellas County Contract No. 156-0302-M.

By signing below, Customer makes an offer to purchase the Products and/or Services above from Carousel. Carousel's acceptance of this offer to purchase shall be evidenced by the conversion of the Quote into a Carousel Service Order, and the return of the Service Order number to the Customer.

By: _____ **Title:** _____ **Date:** _____



Proposal For: Pinellas County, FL
Solution Proposed: Multi-Site Geo Diverse VESTA 9-1-1 Hardware Refresh
Site Name: Pinellas County PSC - Host A
Date: November 17, 2020

VESTA® 9-1-1

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
1	870899-0104R7.4U	VESTA® 9-1-1 V911 R7.4 DOC/MED UPG	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	873099-03002U	V911 CAD INTF LIC UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
		VM Very Large Server Bundle <i>Note: The Very Large Server Bundle is for PSAP's up to 160 positions with an annual call volume of 2,000,000 or less.</i>					
1	853031-DLVLS-GD2	V-DL SVR VLS BNDL GEO	\$28,431.34	\$22,745.07	EA	\$28,431.34	\$22,745.07
2	04000-68015	V-SVR STD SPT 1YR	\$496.25	\$397.00	EA	\$992.50	\$794.00
1	BA-V00-VS00-1	V-CTR APPLIANCE ADD-ON	\$7,673.13	\$6,138.50	EA	\$7,673.13	\$6,138.50
1	04000-68037	V-SVR MGMT CTR SPT 1YR	\$2,676.12	\$2,140.90	EA	\$2,676.12	\$2,140.90
		Co-terms the support through 6/30/2021					
		VESTA® 9-1-1 CDR Module					
1	873099-00602U	V911 CDR SVR LIC UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
59	873099-01102U	V911 CDR PER SEAT LIC UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
		ESInet Interface Module (EIM)					
59	873090-11102U	V911 LIC EIM RFAI MOD UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
		VESTA® 9-1-1 Multi-Queue Display					
1	870809-00801	V911 MQD MODULE	\$0.00	\$0.00	EA	\$0.00	\$0.00
		VESTA® SMS					
1	870891-66301	VESTA 9-1-1 SMS LIC	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	\$0.00	\$0.00	EA	\$0.00	\$0.00
2	809800-00200	CFG NTWK DEVICE	\$198.51	\$158.81	EA	\$397.02	\$317.62
		RapidSOS					
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	\$1,119.40	\$895.52	EA	\$1,119.40	\$895.52
1	809800-00200	CFG NTWK DEVICE	\$198.51	\$158.81	EA	\$198.51	\$158.81
		Automated Abandoned Callback					
1	870810-01302U	VESTA 9-1-1 AAC PSAP MOD UPG	\$0.00	\$0.00	EA	\$0.00	\$0.00
		Call Filter Service (CFS) Server Equipment					
1	853031-DLSVRCFS	V-DL CFS SVR BNDL	\$12,686.57	\$10,149.26	EA	\$12,686.57	\$10,149.26
2	04000-68005	V-SVR BASIC SPT 1YR	\$118.75	\$95.00	EA	\$237.50	\$190.00
		Co-terms the support through 6/30/2021					
		VESTA® 9-1-1 Activity View					
59	873099-00802U	V911 ACT VIEW LIC PER ST UP	\$0.00	\$0.00	EA	\$0.00	\$0.00
6	873099-00702U	V911 ACTIV VIEW SYS LIC UPG <i>Licenses will be installed on VESTA 9-1-1 supervisor positions.</i>	\$0.00	\$0.00	EA	\$0.00	\$0.00
6	809800-35120	V911 ACT VIEW SW SPT 1YR	\$988.06	\$790.45	EA	\$5,928.36	\$4,742.69
		Co-terms the support through 6/30/2021					
		VESTA® 9-1-1 Heads-Up Display <u>VESTA® 9-1-1 Heads-Up Display: Software</u>					
1	870899-04101U	VHUD ENT SVR MEDIA UPG	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	809800-35310	VHUD ENT SPT 1YR	\$2,368.75	\$1,895.00	EA	\$2,368.75	\$1,895.00
		Co-terms the support through 6/30/2021					
1	04000-54003U	VHUD 1-4 SVR OUTPUTS UPG	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	809800-35320	VHUD 1-4 SVR OPUT SPT 1YR	\$1,587.50	\$1,270.00	EA	\$1,587.50	\$1,270.00
		Co-terms the support through 6/30/2021					
1	04000-54003	VHUD 1-4 SVR OUTPUTS	\$4,375.00	\$3,500.00	EA	\$4,375.00	\$3,500.00
1	809800-35320	VHUD 1-4 SVR OPUT SPT 1YR	\$1,587.50	\$1,270.00	EA	\$1,587.50	\$1,270.00
		Co-terms the support through 6/30/2021					
		<u>VESTA® 9-1-1 Heads-Up Display: Templates</u> <i>Quote assumes customer will use existing template(s).</i>					
		<u>VESTA® 9-1-1 Heads-Up Display: Media Player</u>					
6	04000-54009U	VHUD DATA ACCESS LICENSE UPG	\$0.00	\$0.00	EA	\$0.00	\$0.00
6	809800-35345	VHUD DATA ACCESS LIC SPT 1YR	\$588.75	\$471.00	EA	\$3,532.50	\$2,826.00
		Co-terms the support through 6/30/2021					
6	04000-00555	VHUD ARIES SGL CH MED PLAYER	\$1,882.50	\$1,506.00	EA	\$11,295.00	\$9,036.00
6	04000-02518	VHUD ARIES HW WARR 5YR	\$921.25	\$737.00	EA	\$5,527.50	\$4,422.00
		<i>Quote assumes customer will use existing or provide monitors and related peripherals.</i>					
		<u>VESTA® 9-1-1 Heads-Up Display: Viewer</u>					
65	870809-00701U	VHUD VIEWER PER SEAT MIG UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
9	870809-00701	VHUD VIEWER PER SEAT LIC	\$522.39	\$417.91	EA	\$4,701.51	\$3,761.21
6	04000-54008	VHUD SUPV VIEWER LIC MIG	\$250.00	\$200.00	EA	\$1,500.00	\$1,200.00
6	809800-35340	VHUD SUPV VIEWER SPT 1YR	\$272.50	\$218.00	EA	\$1,635.00	\$1,308.00



Co-termines the support through 6/30/2021							
		VESTA® 9-1-1 Heads-Up Display: Server Equipment					
1	62040-G819204	SVR 2U RACK ENH DL380/G10 2.2	\$6,220.00	\$4,976.00	EA	\$6,220.00	\$4,976.00
1	64000-30045	PROCESSOR 4210 DL380 G10	\$1,203.00	\$962.40	EA	\$1,203.00	\$962.40
1	04000-00444	SVR WIN2019 STD DWNGRD 2012	\$1,591.25	\$1,273.00	EA	\$1,591.25	\$1,273.00
2	64000-20064	HARD DRIVE 300GB 12G SAS 10K	\$548.75	\$439.00	EA	\$1,097.50	\$878.00
		<i>Note: Configure server with RAID1 (2 x 300GB).</i>					
1	809800-00112	GENERIC SVR CFG FEE	\$373.13	\$298.50	EA	\$373.13	\$298.50
		Administrative Workstation Equipment					
6	61000-409612	DKTP ELITE MINI 705 G5 W/O OS	\$1,052.00	\$841.60	EA	\$6,312.00	\$5,049.60
6	04000-00441	WINDOWS 10 LTSC LIC	\$116.25	\$93.00	EA	\$697.50	\$558.00
6	64000-00200	DKTP TWR STAND	\$30.00	\$24.00	EA	\$180.00	\$144.00
		<i>Note: Pinellas to provide monitors.</i>					
6	809800-00102	GENERIC WKST CFG FEE	\$373.13	\$298.50	EA	\$2,238.78	\$1,791.02
		Geo Diverse Add On License					
1	BA-MGD-VSSL-M	GEO-DIV LIC MIG SYS	\$0.00	\$0.00	EA	\$0.00	\$0.00
		VESTA® 9-1-1 Advanced Enhanced Operations					
59	PS-0AD-VSML-M	VADV MLTP SEAT LIC NFE	\$0.00	\$0.00	EA	\$0.00	\$0.00
		Existing (59) support valid through 6/30/2021					
		VESTA® Workstation Equipment					
59	61000-409612	DKTP ELITE MINI 705 G5 W/O OS	\$1,052.00	\$841.60	EA	\$62,068.00	\$49,654.40
59	04000-00441	WINDOWS 10 LTSC LIC	\$116.25	\$93.00	EA	\$6,858.75	\$5,487.00
59	64000-00200	DKTP TWR STAND	\$30.00	\$24.00	EA	\$1,770.00	\$1,416.00
59	65000-00197	KIT CBL DP/USB 15FT EXT	\$26.25	\$21.00	EA	\$1,548.75	\$1,239.00
		<i>Note: Pinellas to provide monitors.</i>					
59	64007-50022	KEYPAD 24-KEY USB CBL 25FT	\$155.00	\$124.00	EA	\$9,145.00	\$7,316.00
59	850830-03201	BASIC SAM HDWR KIT	\$1,726.87	\$1,381.50	EA	\$101,885.33	\$81,508.26
118	833401-00402G-15	CBL INTFC B_KJBX NPPT 15FT	\$47.50	\$38.00	EA	\$5,605.00	\$4,484.00
59	853004-00401	SAM EXT SPKR KIT	\$210.00	\$168.00	EA	\$12,390.00	\$9,912.00
59	65000-00124	CBL PATCH 15FT	\$17.50	\$14.00	EA	\$1,032.50	\$826.00
59	02800-20501	HDST 4W MOD ELEC MIC BLK	\$46.25	\$37.00	EA	\$2,728.75	\$2,183.00
59	03044-20000	HDST CORD 12FT 4W MOD BLK	\$3.75	\$3.00	EA	\$221.25	\$177.00
59	809800-35109	V911 IWS CFG	\$298.51	\$238.81	EA	\$17,612.09	\$14,089.67
59	809800-35108	V911 IWS STG FEE	\$447.76	\$358.21	EA	\$26,417.84	\$21,134.27
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$0.00	\$0.00	EA	\$0.00	\$0.00
		VESTA® 9-1-1 IRR Module					
59	873099-00502U	V911 IRR LIC UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
		<i>Customer will use existing HASP Keys.</i>					
		Existing (59) support valid through 6/30/2021					
		VESTA® 9-1-1 Admin Printer					
		<i>Customer will provide printer equipment.</i>					
		Network Equipment					
3	03800-03060	FIREWALL 60E	\$712.50	\$570.00	EA	\$2,137.50	\$1,710.00
3	03800-03061	WARR FIREWALL 60E 1YR	\$227.50	\$182.00	EA	\$682.50	\$546.00
		Co-termines the support through 6/30/2021					
3	809800-00201	VPN CFG SVCS	\$298.51	\$238.81	EA	\$895.53	\$716.42
3	809800-00200	CFG NTWK DEVICE	\$198.51	\$158.81	EA	\$595.53	\$476.42
		Core Switches:					
2	04000-36507	SWITCH 3650-E 24-P BNDL	\$8,966.25	\$7,173.00	EA	\$17,932.50	\$14,346.00
2	04000-36501	WARR 3650-E 24P NBD 1YR	\$1,074.63	\$859.70	EA	\$2,149.26	\$1,719.41
		Co-termines the support through 6/30/2021					
		Access Switches:					
6	04000-29638-X	SWITCH 2960-X+CBL 24-PORT	\$2,260.00	\$1,808.00	EA	\$13,560.00	\$10,848.00
6	04000-29676	WARR 2960-X 24P NBD 1YR	\$255.22	\$204.18	EA	\$1,531.32	\$1,225.06
		Co-termines the support through 6/30/2021					
		VESTA® 9-1-1 Phones					
8	873010-00202U	IP PHN LIC ENH UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
8	04000-16867	6867I PHN/ADPTR KIT	\$294.03	\$235.22	EA	\$2,352.24	\$1,881.79
8	04000-01685	685i KEY EXP MOD	\$193.75	\$155.00	EA	\$1,550.00	\$1,240.00
8	809800-10201	IP PHN CFG FEE PER PHN	\$74.63	\$59.70	EA	\$597.04	\$477.63
		Peripherals & Gateways					
2	04000-00129	MED 1000B CHASSIS BNDL	\$2,293.75	\$1,835.00	EA	\$4,587.50	\$3,670.00
2	04000-00186	SW SPT M1000 GATEWAY 1YR	\$447.76	\$358.21	EA	\$895.52	\$716.42
		Co-termines the support through 6/30/2021					
4	04000-00116	MED 1000 FXO-LS BNDL	\$432.50	\$346.00	EA	\$1,730.00	\$1,384.00
4	04000-00152	MED 1000 1-SPAN BNDL	\$2,883.75	\$2,307.00	EA	\$11,535.00	\$9,228.00
4	04000-00191	SW SPT M1000 T1 MOD 1YR	\$447.76	\$358.21	EA	\$1,791.04	\$1,432.83
		Co-termines the support through 6/30/2021					
		ALI/CAD Output					
1	04000-RS232	BLKBX TL601A-R2 DATASHARE	\$461.25	\$369.00	EA	\$461.25	\$369.00
1	04000-01014-10	CBL SRL DB25M/DB9F 10FT	\$12.50	\$10.00	EA	\$12.50	\$10.00
1	04000-00159	BLKBX TL159A 8-PORT DATACAST	\$485.00	\$388.00	EA	\$485.00	\$388.00
5	65000-00262	KIT CBL RJ11 ADPTR DB25	\$18.75	\$15.00	EA	\$93.75	\$75.00
		Co-termines the support through 6/30/2021					
1	04000-RS232	BLKBX TL601A-R2 DATASHARE	\$485.00	\$388.00	EA	\$485.00	\$388.00
1	04000-01014-10	CBL SRL DB25M/DB9F 10FT	\$18.75	\$15.00	EA	\$18.75	\$15.00
1	04000-00159	BLKBX TL159A 8-PORT DATACAST	\$461.25	\$369.00	EA	\$461.25	\$369.00
5	65000-00262	KIT CBL RJ11 ADPTR DB25	\$12.50	\$10.00	EA	\$62.50	\$50.00
1	04000-01751	TS-4 PORT TERMINAL SVR	\$810.00	\$648.00	EA	\$810.00	\$648.00
4	65000-00182	CBL RJ45-10P/DB25M 4FT	\$26.25	\$21.00	EA	\$105.00	\$84.00



Qty	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
1	63009-192803	Cabinet & Peripheral Equipment Customer will use existing cabinet enclosure. MNTR RACK KYBD KVM 19IN	\$1,498.75	\$1,199.00	EA	\$1,498.75	\$1,199.00
1	04000-09485	Time Synchronization Equipment NETCLOCK 9483 +OCXO+3PORT Customer will use existing antenna, cables and related peripherals.	\$8,722.50	\$6,978.00	EA	\$8,722.50	\$6,978.00
VESTA 9-1-1 Subtotal						\$445,385.86	\$356,308.69

VESTA™ Analytics

Qty	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
1	873390-05201	VESTA™ Analytics - Hosted V-ANLYT 3.4.2	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	873391-01002U	V-ANLYT HOST LIC UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	873391-02001U	V-ANLYT SITE LIC UPGD <i>Existing (1) support valid through 6/30/2021.</i>	\$0.00	\$0.00	EA	\$0.00	\$0.00
6	873391-00301U	V-ANLYT USER LIC UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
59	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG <i>Existing (59) support valid through 6/30/2021.</i>	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	873391-00901U	VESTA™ Analytics Modules V-ANLYT RPT PKG LIC UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	873391-03004U	V-ANLYT LIC-1000P NCTO UPGD <i>Existing (1) support valid through 6/30/2021.</i>	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	62040-G819204	VESTA™ Analytics Server Equipment SVR 2U RACK ENH DL380/G10 2.2	\$6,220.00	\$4,976.00	EA	\$6,220.00	\$4,976.00
4	64000-20066	HARD DRIVE 600GB SAS 10K	\$796.25	\$637.00	EA	\$3,185.00	\$2,548.00
4	64000-20064	HARD DRIVE 300GB 12G SAS 10K	\$548.75	\$439.00	EA	\$2,195.00	\$1,756.00
4	6400C-40044	8GB RAM G10	\$390.00	\$312.00	EA	\$1,560.00	\$1,248.00
1	62033-2GB4T04	SVR NAS 8TB	\$2,067.00	\$1,653.60	EA	\$2,067.00	\$1,653.60
1	04000-00444	SVR WIN2019 STD DWNGRD 2012	\$1,591.25	\$1,273.00	EA	\$1,591.25	\$1,273.00
1	04000-00319	SQL 2014 CAL RUN EMB LIC	\$137.50	\$110.00	EA	\$137.50	\$110.00
1	04000-00346	SQL 2014 SVR RUN EMB LIC	\$5,334.33	\$4,267.46	EA	\$5,334.33	\$4,267.46
1	04000-00436	PRESENTENSE TIME CLIENT 5.1	\$68.75	\$55.00	EA	\$68.75	\$55.00
1	809800-01416	MIS SVR CFG	\$746.27	\$597.02	EA	\$746.27	\$597.02
VESTA™ Analytics Subtotal						\$23,105.10	\$18,484.08

Managed Services

Qty	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
		Monitoring & Response (M&R) Support: Servers Note: Includes (1) DDS Server, (1) VESTA Analytics Server, (1) VESTA 9-1-1 Heads-Up Display Server. <i>Existing (2) support valid through 6/30/2021.</i>					
2	04000-00398	M&R SVR AGENT LIC	\$734.33	\$587.46	EA	\$1,468.66	\$1,174.93
1	04000-00398	M&R SVR AGENT LIC	\$734.33	\$587.46	EA	\$734.33	\$587.46
		Monitoring & Response (M&R) Support: Workstations Note: Includes (59) VESTA Workstations, (6) Admin, (1) Management Console. <i>Existing (59) support valid through 6/30/2021.</i>					
66	04000-00399	M&R WKST AGENT LIC	\$214.93	\$171.94	EA	\$14,185.38	\$11,348.30
7	809800-16327	M&R WKST SRVC 1YR <i>OO-terms the support through 6/30/2021.</i>	\$537.31	\$429.85	EA	\$3,761.17	\$3,008.94
		Monitoring & Response (M&R) Support: IP Devices Note: Includes (1) Virtual Host/Machine, (1) MDS Server, (1) ASN Server, (2) CFS Servers, (6) VESTA Heads-Up Display Media Players, (2) Gateways, (2) Firewalls, (1) 4TB NAS Device - VESTA Analytics, (3) Cisco Switches.					
19	04000-00400	M&R NETWORK/IP AGENT LIC	\$117.91	\$94.33	EA	\$2,240.29	\$1,792.23
6	04000-00400	M&R NETWORK/IP AGENT LIC	\$117.91	\$94.33	EA	\$707.46	\$565.97
6	809800-16343	M&R IP DEVICE SRVC 1YR <i>OO-terms the support through 6/30/2021.</i>	\$537.31	\$429.85	EA	\$3,223.86	\$2,579.09
68	809800-14152	Managed Services Implementation Fee MGD SERV DEV & IMPL	\$111.94	\$89.55	EA	\$7,611.92	\$6,089.54
		Anti-Virus <i>Existing (81) support valid through 6/30/2021.</i>					
2	809800-14171	VIRUS PROTECT 3.0 SVC 1YR <i>OO-terms the support through 6/30/2021.</i>	\$140.30	\$112.24	EA	\$280.60	\$224.48
		Patch Management <i>Existing (55) support valid through 6/30/2021.</i>					
2	809800-16211	PATCH MGMT 3.2 SVC 1YR <i>OO-terms the support through 6/30/2021.</i>	\$331.34	\$265.07	EA	\$662.68	\$530.14
Managed Services Subtotal						\$34,876.35	\$27,901.08



Extended Warranties

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
4	04000-01620	Server Extended Warranty Note: Includes (1) VESTA® 9-1-1 Server, (1) VESTA™ Analytics Server, (1) HUD server, (1) CFS WARR 24X7 DL380G10 5YR Note: Upgrade & uplift from 3 yr warranty 9x5 NBD to 5 yrs, 24x7 response time.	\$8,325.37	\$6,660.30	EA	\$33,301.48	\$26,641.18
66	04000-01594	Workstation Extended Warranty Note: Includes (58) VESTA Workstations, (6) Admin, (1) Management Console. WARR NBD 600/705 G2/G3/G4 5YR Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD	\$171.64	\$137.31	EA	\$11,328.24	\$9,062.59
Extended Warranties Subtotal						\$44,629.72	\$35,703.78

VESTA® Services

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
736	809800-17007	Field Engineering Services	\$149.25	\$119.40	UN	\$109,848.00	\$87,878.40
64	809800-17007	FIELD ENG-STANDARD FIELD ENG-STANDARD FE for EIM	\$149.25	\$119.40	UN	\$9,552.00	\$7,641.60
40	809800-17006	Enterprise Solutions Services FIELD ENG-EXPRESS Configuration services for (4) Cisco 3560-E switches: (2) Pinellas County PSC, (2) St. Petersburg PD HQ.	\$108.96	\$87.17	UN	\$4,358.40	\$3,486.72
24	809800-17006	VESTA® 9-1-1 Heads-Up Display Services	\$108.96	\$87.17	EA	\$2,615.04	\$2,092.03
128	809800-17007	FIELD ENG-EXPRESS FIELD ENG-STANDARD	\$149.25	\$119.40	EA	\$19,104.00	\$15,283.20
VESTA Services Subtotal						\$145,477.44	\$116,381.95

Qty	Product Code	Product Description				Total (20% Off)
1		VESTA® 9-1-1				\$356,308.69
1		VESTA™ Analytics				\$18,484.08
1		Managed Services				\$27,901.08
1		Extended Warranties				\$35,703.78
1		VESTA Services				\$116,381.95
1		Carousel Industries Installation (PSC-SPPD)				\$92,137.50
1		Carousel Industries - Project Management (PSC-SPPD)				\$28,650.00
1		Forigate 60E Firewall UTM Bundle 1YR				\$1,752.00
1		VRA WAN Testing				\$5,945.00
1		Minor Materials				\$5,000.00

Pricing is valid for 90 days

Total Equipment & Services Cost:	\$688,264.08
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Total This Site:	\$688,264.08
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Proposal For: Pinellas County, FL
Solution Proposed: Multi-Site Geo Diverse VESTA 9-1-1 Hardware Refresh
Site Name: St. Petersburg PD- Host B
Date: November 17, 2020

VESTA® 9-1-1

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
VESTA® 9-1-1							
1	870899-0104R7.4U	V911 R7.4 DOC/MED UPG	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	873099-03002U	V911 CAD INTF LIC UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
VM Very Large Server Bundle							
<i>Note: The Very Large Server Bundle is for PSAP's up to 160 positions with an annual call volume of 2,000,000 or less.</i>							
1	853031-DLVLS-GD2	V-DL SVR VLS BNDL GEO	\$28,431.34	\$22,745.07	EA	\$28,431.34	\$22,745.07
1	06500-00201	2-POST RELAY RACK MNT KIT	\$213.75	\$171.00	EA	\$213.75	\$171.00
2	04000-68015	V-SVR STD SPT 1YR	\$496.25	\$397.00	EA	\$992.50	\$794.00
<i>Co-termines the support through 6/30/2021</i>							
VESTA® 9-1-1 CDR Module							
1	873099-00602U	V911 CDR SVR LIC UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
ESInet Interface Module (EIM)							
VESTA® SMS							
1	870891-66301	VESTA 9-1-1 SMS LIC	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	\$0.00	\$0.00	EA	\$0.00	\$0.00
2	809800-00200	CFG NTWK DEVICE	\$198.51	\$158.81	EA	\$397.02	\$317.62
RapidSOS							
1	809800-00200	CFG NTWK DEVICE	\$198.51	\$158.81	EA	\$198.51	\$158.81
Geo Diverse Add On License							
1	BA-MGD-VSSL-M	GEO-DIV LIC MIG SYS	\$0.00	\$0.00	EA	\$0.00	\$0.00
VESTA® 9-1-1 Admin Printer							
<i>Customer will provide printer equipment.</i>							
Network Equipment							
3	03800-03060	FIREWALL 60E	\$712.50	\$570.00	EA	\$2,137.50	\$1,710.00
3	03800-03061	WARR FIREWALL 60E 1YR	\$227.50	\$182.00	EA	\$682.50	\$546.00
<i>Co-termines the support through 6/30/2021</i>							
3	809800-00201	VPN CFG SVCS	\$298.51	\$238.81	EA	\$895.53	\$716.42
3	809800-00200	CFG NTWK DEVICE	\$198.51	\$158.81	EA	\$595.53	\$476.42
Core Switches:							
2	04000-36507	SWITCH 3650-E 24-P BNDL	\$8,966.25	\$7,173.00	EA	\$17,932.50	\$14,346.00
2	04000-36501	WARR 3650-E 24P NBD 1YR	\$1,074.63	\$859.70	EA	\$2,149.26	\$1,719.41
<i>Co-termines the support through 6/30/2021</i>							
Peripherals & Gateways							
2	04000-00129	MED 1000B CHASSIS BNDL	\$2,293.75	\$1,835.00	EA	\$4,587.50	\$3,670.00
2	04000-00186	SW SPT M1000 GATEWAY 1YR	\$447.76	\$358.21	EA	\$895.52	\$716.42
<i>Co-termines the support through 6/30/2021</i>							
2	04000-00116	MED 1000 FXO-LS BNDL	\$432.50	\$346.00	EA	\$865.00	\$692.00
2	04000-00152	MED 1000 1-SPAN BNDL	\$2,883.75	\$2,307.00	EA	\$5,767.50	\$4,614.00
2	04000-00191	SW SPT M1000 T1 MOD 1YR	\$447.76	\$358.21	EA	\$895.52	\$716.42
<i>Co-termines the support through 6/30/2021</i>							
ALI/CAD Output							
1	04000-RS232	BLKBX TL601A-R2 DATASHARE	\$461.25	\$369.00	EA	\$461.25	\$369.00
1	04000-01014-10	CBL SRL DB25M/DB9F 10FT	\$12.50	\$10.00	EA	\$12.50	\$10.00
1	04000-00159	BLKBX TL159A 8-PORT DATACAST	\$485.00	\$388.00	EA	\$485.00	\$388.00
5	65000-00262	KIT CBL RJ11 ADPTR DB25	\$18.75	\$15.00	EA	\$93.75	\$75.00
Rack & Peripheral Equipment							
<i>Customer will use existing rack enclosure.</i>							
1	63002-172805	MNTR NEC 17IN	\$273.75	\$219.00	EA	\$273.75	\$219.00
1	04000-00809	KVM 8-PORT SWITCH USB	\$530.00	\$424.00	EA	\$530.00	\$424.00
Time Synchronization Equipment							
1	04000-09485	NETCLOCK 9483 +COXO+3PORT	\$8,722.50	\$6,978.00	EA	\$8,722.50	\$6,978.00
<i>Customer will use existing antenna, cables and related peripherals.</i>							
VESTA 9-1-1 Subtotal						\$78,215.73	\$62,572.58



Managed Services

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
1	04000-00398	Monitoring & Response (M&R) Support: Servers Note: Includes (1) DDS Server, M&R SVR AGENT LIC Existing (1) support valid through 6/30/2021	\$734.33	\$587.46	EA	\$734.33	\$587.46
1	04000-00399	Monitoring & Response (M&R) Support: Workstations Note: Includes (1) Management Console. M&R WKST AGENT LIC	\$214.93	\$171.94	EA	\$214.93	\$171.94
1	809800-16327	M&R WKST SRVC 1YR	\$537.31	\$429.85	EA	\$537.31	\$429.85
7	04000-00400	Monitoring & Response (M&R) Support: IP Devices Note: Includes (1) Virtual Host/Machine, (1) MDS Server, (1) ASN Server, (2) Gateways, (3) Firewalls, (2) Cisco Switches. M&R NETWORK/IP AGENT LIC Existing (7) support valid through 6/30/2021	\$117.91	\$94.33	EA	\$825.37	\$660.30
3	04000-00400	M&R NETWORK/IP AGENT LIC	\$117.91	\$94.33	EA	\$353.73	\$282.98
3	809800-16343	M&R IP DEVICE SRVC 1YR Co-terms the support through 6/30/2021	\$537.31	\$429.85	EA	\$1,611.93	\$1,289.54
2	809800-14152	Managed Services Implementation Fee Note: Includes (1) DDS Server, (1) Management Workstation MGD SERV DEV & IMPL	\$111.94	\$89.55	EA	\$223.88	\$179.10
1	809800-14171	Anti-Virus Existing (1) support valid through 6/30/2021 VIRUS PROTECT 3.0 SVC 1YR Co-terms the support through 6/30/2021	\$140.30	\$112.24	EA	\$140.30	\$112.24
1	809800-16211	Patch Management Existing (1) support valid through 6/30/2021 PATCH MGMT 3.2 SVC 1YR Co-terms the support through 6/30/2021	\$331.34	\$265.07	EA	\$331.34	\$265.07
Managed Services Subtotal						\$4,973.12	\$3,978.50

Extended Warranties

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
1	04000-01620	Server Extended Warranty Note: Includes (1) VESTA® 9-1-1 Server WARR 24X7 DL380G10 5YR Note: Upgrade & uplift from 3 yr warranty 9x5 NBD to 5 yrs, 24x7 response time.	\$8,325.37	\$6,660.30	EA	\$8,325.37	\$6,660.30
1	04000-01594	Workstation Extended Warranty Note: Includes (1) Management Console. WARR NBD 600/705 G2/G3/G4 5YR Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD	\$171.64	\$137.31	EA	\$171.64	\$137.31
Extended Warranties Subtotal						\$8,497.01	\$6,797.61

VESTA® Services

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
48	809800-17007	Field Engineering Services FIELD ENG-STANDARD	\$149.25	\$119.40	UN	\$7,164.00	\$5,731.20
VESTA Services Subtotal						\$7,164.00	\$5,731.20

Qty	Product Code	Product Description				Total (20% Off)
1		VESTA® 9-1-1				\$62,572.58
1		Managed Services				\$3,978.50
1		Extended Warranties				\$6,797.61
1		VESTA Services				\$5,731.20

Pricing is valid for 90 days

Total Equipment & Services Cost: \$79,079.89

Total This Site: \$79,079.89



Proposal For: Pinellas County, FL
Solution Proposed: Multi-Site Geo Diverse VESTA 9-1-1 Hardware Refresh
Site Name: Sunstar Ambulance at PSC
Date: November 17, 2020

VESTA® 9-1-1

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
12	873099-01102U	VESTA® 9-1-1 CDR Module					
3	873099-01102	V911 CDR PER SEAT LIC UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
		V911 CDR PER SEAT LIC	\$134.33	\$107.46	EA	\$402.99	\$322.39
		ESnet Interface Module (EIM)					
12	873090-11102U	V911 LIC EIM RFAI MOD UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
3	873090-11102	V911 LIC EIM RFAI MOD	\$0.00	\$0.00	EA	\$0.00	\$0.00
		RapidsOS					
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	\$1,119.40	\$895.52	EA	\$1,119.40	\$895.52
		VESTA® 9-1-1 Activity View					
12	873099-00802U	V911 ACT VIEW LIC PER ST UP	\$0.00	\$0.00	EA	\$0.00	\$0.00
3	873099-00802	V911 ACT VIEW LIC PER ST	\$1,119.40	\$895.52	EA	\$3,358.20	\$2,686.56
		VESTA® 9-1-1 Advanced Enhanced Operations					
12	PS-0AD-VSML-M	VADV MLTP SEAT LIC NFEE	\$0.00	\$0.00	EA	\$0.00	\$0.00
3	PS-0AD-VSML	VADV MLTP PER SEAT LIC	\$9,328.36	\$7,462.69	EA	\$27,985.08	\$22,388.06
9	SS-0AD-VSSL-1Y	SPT VADV 1YR	\$1,974.63	\$1,579.70	EA	\$17,771.67	\$14,217.34
		<i>Co-terms the support through 6/30/2021</i>					
		VESTA® Workstation Equipment					
15	61000-409612	DKTP ELITE MINI 705 G5 W/O OS	\$1,052.00	\$841.60	EA	\$15,780.00	\$12,624.00
15	04000-00441	WINDOWS 10 LTSC LIC	\$116.25	\$93.00	EA	\$1,743.75	\$1,395.00
15	64000-00200	DKTP TWR STAND	\$30.00	\$24.00	EA	\$450.00	\$360.00
15	65000-00197	KIT CBL DP/USB 15FT EXT	\$26.25	\$21.00	EA	\$393.75	\$315.00
		<i>Note: Pinellas to provide monitors.</i>					
15	64007-50022	KEYPAD 24-KEY USB CBL 25FT	\$155.00	\$124.00	EA	\$2,325.00	\$1,860.00
15	850830-03201	BASIC SAM HDWR KIT	\$1,726.87	\$1,381.50	EA	\$25,903.05	\$20,722.44
30	833401-00402G-15	CBL INTFC B JKBX NPPT 15FT	\$47.50	\$38.00	EA	\$1,425.00	\$1,140.00
15	853004-00401	SAM EXT SPKR KIT	\$210.00	\$168.00	EA	\$3,150.00	\$2,520.00
15	65000-00124	CBL PATCH 15FT	\$17.50	\$14.00	EA	\$262.50	\$210.00
15	02800-20501	HDST 4W MOD ELEC MIC BLK	\$46.25	\$37.00	EA	\$693.75	\$555.00
15	03044-20000	HDST CORD 12FT 4W MOD BLK	\$3.75	\$3.00	EA	\$56.25	\$45.00
15	809800-35109	V911 IWS CFG	\$298.51	\$238.81	EA	\$4,477.65	\$3,582.12
15	809800-35108	V911 IWS STG FEE	\$447.76	\$358.21	EA	\$6,716.40	\$5,373.12
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$0.00	\$0.00	EA	\$0.00	\$0.00
		VESTA® 9-1-1 IRR Module					
12	873099-00502U	V911 IRR LIC UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
		<i>Customer will use existing HASP Keys.</i>					
3	873099-00502	V911 IRR LIC/DOC/MED	\$1,485.07	\$1,188.06	EA	\$4,455.21	\$3,564.17
9	809800-35110	V911 IRR SW SPT 1YR	\$280.60	\$224.48	EA	\$2,525.40	\$2,020.32
		<i>Co-terms the support through 6/30/2021</i>					
VESTA 9-1-1 Subtotal						\$120,995.05	\$96,796.04

VESTA™ Analytics

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
12	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG	\$0.00	\$0.00	EA	\$0.00	\$0.00
		<i>Existing (18) support valid through 6/30/2021</i>					
3	PA-MSG-ASSL	V-ANLYT STD PER SEAT LIC	\$970.15	\$776.12	EA	\$2,910.45	\$2,328.36
9	SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR	\$183.58	\$146.86	EA	\$1,652.22	\$1,321.78
		<i>Co-terms the support through 6/30/2021</i>					
VESTA™ Analytics Subtotal						\$4,562.67	\$3,650.14

Managed Services

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
		Monitoring & Response (M&R) Support: Workstations					
		<i>Note: Includes (15) VESTA Workstations.</i>					
		<i>Existing (8) support valid through 6/30/2021</i>					
15	04000-00399	M&R WKST AGENT LIC	\$214.93	\$171.94	EA	\$3,223.95	\$2,579.16
9	809800-16327	M&R WKST SRVC 1YR	\$537.31	\$429.85	EA	\$4,835.79	\$3,868.63
		<i>Co-terms the support through 6/30/2021</i>					
		Managed Services Implementation Fee					
15	809800-14152	MGD SERV DEV & IMPL	\$111.94	\$89.55	EA	\$1,679.10	\$1,343.28
		Anti-Virus					
15	809800-14171	VIRUS PROTECT 3.0 SVC 1YR	\$140.30	\$112.24	EA	\$2,104.50	\$1,683.60
		<i>Co-terms the support through 6/30/2021</i>					
		Patch Management					
15	809800-16211	PATCH MGMT 3.2 SVC 1YR	\$331.34	\$265.07	EA	\$4,970.10	\$3,976.08
		<i>Co-terms the support through 6/30/2021</i>					
Managed Services Subtotal						\$16,813.44	\$13,450.75



Extended Warranties

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
15	04000-01594	Workstation Extended Warranty Note: Includes (14) VESTA Workstations WARR NBD 600/705 G2/G3/G4 5YR Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD	\$171.64	\$137.31	EA	\$2,574.60	\$2,059.68
<i>Extended Warranties Subtotal</i>						\$2,574.60	\$2,059.68

Qty	Product Code	Product Description					Total (20% Off)
1		VESTA® 9-1-1					\$96,796.04
1		VESTA™ Analytics					\$3,650.14
1		Managed Services					\$13,450.75
1		Extended Warranties					\$2,059.68
1		Carousel Industries Installation					\$13,752.50
1		Carousel Industries - Project Management					\$3,850.00

Pricing is valid for 90 days

Total Equipment & Services Cost: \$133,559.11

Total This Site: \$133,559.11



Proposal For: Pinellas County, FL
Solution Proposed: Multi-Site Geo Diverse VESTA 9-1-1 Hardware Refresh
Site Name: Largo PD
Date: November 17, 2020

VESTA® 9-1-1

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
8	873099-01102U	VESTA® 9-1-1 CDR Module V911 CDR PER SEAT LIC UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
8	873090-11102U	ESnet Interface Module (EIM) V911 LIC EIM RFAI MOD UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	809810-00102	VESTA® SMS V911 ADV DATA LVL 1 ANNUAL SUB	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	809810-00103	RapidSOS V911 ADV DATA LVL 2 STD ANNUAL SUB	\$1,119.40	\$895.52	EA	\$1,119.40	\$895.52
8	873099-00802U	VESTA® 9-1-1 Activity View V911 ACT VIEW LIC PER ST UP	\$0.00	\$0.00	EA	\$0.00	\$0.00
2	873099-00702U	V911 ACTIV VIEW SYS LIC UPG <i>Licenses will be installed on VESTA 9-1-1 supervisor positions.</i>	\$0.00	\$0.00	EA	\$0.00	\$0.00
		Existing (2) support valid through 6/30/2021					
1	04000-54002U	VESTA® 9-1-1 Heads-Up Display <u>VESTA® 9-1-1 Heads-Up Display: Software</u> VHUD SGL SVR OUTPUT UPG	\$0.00	\$0.00	EA	\$0.00	\$0.00
		<u>VESTA® 9-1-1 Heads-Up Display: Templates</u> <i>Quote assumes customer will use existing template(s).</i>					
		<u>VESTA® 9-1-1 Heads-Up Display: Media Player</u>					
1	04000-54009U	VHUD DATA ACCESS LICENSE UPG	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	04000-00555	VHUD ARIES SGL CH MED PLAYER	\$1,882.50	\$1,506.00	EA	\$1,882.50	\$1,506.00
1	04000-02518	VHUD ARIES HW WARR 5YR	\$921.25	\$737.00	EA	\$921.25	\$737.00
1	04000-12604	HDMI EXT/SPLTR LOCAL UNIT	\$312.50	\$250.00	EA	\$312.50	\$250.00
2	04000-12610	HDMI EXT ACTIVE REM UNIT	\$168.75	\$135.00	EA	\$337.50	\$270.00
2	04000-14582	CBL VIDEO HDMI EXT 15FT	\$18.75	\$15.00	EA	\$37.50	\$30.00
		<i>Quote assumes customer will use existing or provide monitors and related peripherals.</i>					
		<u>VESTA® 9-1-1 Heads-Up Display: Viewer</u>					
8	870809-00701U	VHUD VIEWER PER SEAT MIG UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
8	PS-0AD-VSML-M	VESTA® 9-1-1 Advanced Enhanced Operations VADV MLTP SEAT LIC NFEE	\$0.00	\$0.00	EA	\$0.00	\$0.00
		Existing (8) support valid through 6/30/2021					
8	61000-409612	VESTA® Workstation Equipment DKTP ELITE MINI 705 G5 W/O OS	\$1,052.00	\$841.60	EA	\$8,416.00	\$6,732.80
8	04000-00441	WINDOWS 10 LTSC LIC	\$116.25	\$93.00	EA	\$930.00	\$744.00
8	64000-00200	DKTP TWR STAND	\$30.00	\$24.00	EA	\$240.00	\$192.00
8	65000-00197	KIT CBL DP/USB 15FT EXT	\$26.25	\$21.00	EA	\$210.00	\$168.00
		<i>Note: Pinellas to provide monitors.</i>					
8	64007-50022	KEYPAD 24-KEY USB CBL 25FT	\$155.00	\$124.00	EA	\$1,240.00	\$992.00
8	850830-03201	BASIC SAM HDWR KIT	\$1,726.87	\$1,381.50	EA	\$13,814.96	\$11,051.97
16	833401-00402G-15	CBL INTFC B JKBX NPTT 15FT	\$47.50	\$38.00	EA	\$760.00	\$608.00
8	853004-00401	SAM EXT SPKR KIT	\$210.00	\$168.00	EA	\$1,680.00	\$1,344.00
8	65000-00124	CBL PATCH 15FT	\$17.50	\$14.00	EA	\$140.00	\$112.00
8	02800-20501	HDST 4W MOD ELEC MIC BLK	\$46.25	\$37.00	EA	\$370.00	\$296.00
8	03044-20000	HDST CORD 12FT 4W MOD BLK	\$3.75	\$3.00	EA	\$30.00	\$24.00
8	809800-35109	V911 IWS CFG	\$298.51	\$238.81	EA	\$2,388.08	\$1,910.46
8	809800-35108	V911 IWS STG FEE	\$447.76	\$358.21	EA	\$3,582.08	\$2,865.66
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$0.00	\$0.00	EA	\$0.00	\$0.00
8	873099-00502U	VESTA® 9-1-1 IRR Module V911 IRR LIC UPGD <i>Customer will use existing HASP Keys.</i>	\$0.00	\$0.00	EA	\$0.00	\$0.00
		Existing (8) support valid through 6/30/2021					
		VESTA® 9-1-1 Admin Printer <i>Customer will provide printer equipment.</i>					
		Network Equipment					
2	04000-29638-X	SWITCH 2960X+CBL 24-PORT	\$2,260.00	\$1,808.00	EA	\$4,520.00	\$3,616.00
2	04000-29676	WARR 2960-X 24P NBD 1YR	\$255.22	\$204.18	EA	\$510.44	\$408.35
		Co-termines the support through 6/30/2021					
		Peripherals & Gateways					
2	04000-00129	MED 1000B CHASSIS BNDL	\$2,293.75	\$1,835.00	EA	\$4,587.50	\$3,670.00
2	04000-00186	SW SPT M1000 GATEWAY 1YR	\$447.76	\$358.21	EA	\$895.52	\$716.42
		Co-termines the support through 6/30/2021					
2	04000-00116	MED 1000 FXO-LS BNDL	\$432.50	\$346.00	EA	\$865.00	\$692.00
2	04000-00152	MED 1000 I-SPAN BNDL	\$2,883.75	\$2,307.00	EA	\$5,767.50	\$4,614.00
2	04000-00191	SW SPT M1000 T1 MOD 1YR	\$447.76	\$358.21	EA	\$895.52	\$716.42
		Co-termines the support through 6/30/2021					



1	04000-RS232	ALI/CAD Output BLKBX TL601A-R2 DATASHARE	\$461.25	\$369.00	EA	\$461.25	\$369.00
1	04000-01014-10	CBL SRL DB25M/DB9F 10FT	\$12.50	\$10.00	EA	\$12.50	\$10.00
1	04000-00159	BLKBX TL159A 8-PORT DATACAST	\$485.00	\$388.00	EA	\$485.00	\$388.00
5	65000-00262	KIT CBL RJ11 ADPTR DB25	\$18.75	\$15.00	EA	\$93.75	\$75.00
1	04000-01751	TS-4 PORT TERMINAL SVR	\$810.00	\$648.00	EA	\$810.00	\$648.00
4	65000-00182	CBL RJ45-10P/DB25M 4FT	\$26.25	\$21.00	EA	\$105.00	\$84.00
		Rack & Peripheral Equipment <i>Customer will use existing cabinet enclosure.</i>					
1	863014-00201	REMOTE PERIPHERAL KIT	\$1,241.25	\$993.00	EA	\$1,241.25	\$993.00
VESTA 9-1-1 Subtotal						\$59,662.00	\$47,729.60

VESTA™ Analytics

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
1	873391-02001U	VESTA™ Analytics - Hosted V-ANLYT SITE LIC UPGD <i>Existing (1) support valid through 6/30/2021</i>	\$0.00	\$0.00	EA	\$0.00	\$0.00
2	873391-00301U	V-ANLYT USER LIC UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
8	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG <i>Existing (8) support valid through 6/30/2021</i>	\$0.00	\$0.00	EA	\$0.00	\$0.00
VESTA™ Analytics Subtotal						\$0.00	\$0.00

Managed Services

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
8	04000-00399	Monitoring & Response (M&R) Support: Workstations <i>Note: Includes (8) VESTA Workstations</i> M&R WKST AGENT LIC <i>Existing (8) support valid through 6/30/2021</i>	\$214.93	\$171.94	EA	\$1,719.44	\$1,375.55
5	04000-00400	Monitoring & Response (M&R) Support: IP Devices <i>Note: Includes (1) VESTA Heads-Up Display Media Player, (2) Gateways, (2) Cisco Switches.</i> M&R NETWORK/IP AGENT LIC <i>Existing (5) support valid through 6/30/2021</i>	\$117.91	\$94.33	EA	\$589.55	\$471.64
8	809800-14152	Managed Services Implementation Fee MGD SERV DEV & IMPL Anti-Virus <i>Existing (8) support valid through 6/30/2021</i> Patch Management <i>Existing (8) support valid through 6/30/2021</i>	\$111.94	\$89.55	EA	\$895.52	\$716.42
Managed Services Subtotal						\$3,204.51	\$2,563.61

Extended Warranties

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
8	04000-01594	Workstation Extended Warranty <i>Note: Includes (8) VESTA Workstations</i> WARR NBD 600/705 G2/G3/G4 5YR <i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD</i>	\$171.64	\$137.31	EA	\$1,373.12	\$1,098.50
Extended Warranties Subtotal						\$1,373.12	\$1,098.50

VESTA® Services

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
64	809800-17007	Field Engineering Services FIELD ENG-STANDARD	\$149.25	\$119.40	UN	\$9,552.00	\$7,641.60
4	809800-17006	VESTA® 9-1-1 Heads-Up Display Services FIELD ENG-EXPRESS	\$108.96	\$87.17	EA	\$435.84	\$348.67
24	809800-17007	FIELD ENG-STANDARD	\$149.25	\$119.40	EA	\$3,582.00	\$2,865.60
VESTA Services Subtotal						\$13,569.84	\$10,855.87

Qty.	Product Code	Product Description				Total (20% Off)
1		VESTA® 9-1-1				\$47,729.60
1		VESTA™ Analytics				\$0.00
1		Managed Services				\$2,563.61
1		Extended Warranties				\$1,098.50
1		VESTA Services				\$10,855.87
1		Carousel Industries Installation				\$12,097.50
1		Carousel Industries - Project Management				\$3,350.00
1		Minor Materials				\$800.00

Pricing is valid for 90 days

Total Equipment & Services Cost: \$78,495.08

Total This Site: \$78,495.08



Proposal For: Pinellas County, FL

Solution Proposed: Multi-Site Geo Diverse VESTA 9-1-1 Hardware Refresh

Site Name: Pinellas Park PD

Date: November 17, 2020

VESTA® 9-1-1

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
		<i>Two (2) of the five (5) VESTA 9-1-1 workstations will be replaced with CommandPOST laptops as part of a separate project with Pinellas Park.</i>					
3	873099-01102U	VESTA® 9-1-1 CDR Module V911 CDR PER SEAT LIC UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
3	873090-11102U	ESInet Interface Module (EIM) V911 LIC EIM RFAI MOD UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	809810-00102	VESTA® SMS V911 ADV DATA LVL 1 ANNUAL SUB	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	809810-00103	RapidsOS V911 ADV DATA LVL 2 STD ANNUAL SUB	\$1,119.40	\$895.52	EA	\$1,119.40	\$895.52
3	873099-00802U	VESTA® 9-1-1 Activity View V911 ACT VIEW LIC PER ST UP	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	873099-00702U	V911 ACTIV VIEW SYS LIC UPG <i>Licenses will be installed on VESTA 9-1-1 supervisor positions.</i>	\$0.00	\$0.00	EA	\$0.00	\$0.00
		<i>Existing (1) support valid through 6/30/2021</i>					
3	870809-00701U	VESTA® 9-1-1 Heads-Up Display <i>VESTA® 9-1-1 Heads-Up Display: Viewer</i> VHUD VIEWER PER SEAT MIG UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
3	PS-0AD-VSML-M	VESTA® 9-1-1 Advanced Enhanced Operations VADV MLTP SEAT LIC NFEE <i>Existing (3) support valid through 6/30/2021</i>	\$0.00	\$0.00	EA	\$0.00	\$0.00
3	61000-409612	VESTA® Workstation Equipment DKTP ELITE MINI 705 G5 W/O OS	\$1,052.00	\$841.60	EA	\$3,156.00	\$2,524.80
3	04000-00441	WINDOWS 10 LTSC LIC	\$116.25	\$93.00	EA	\$348.75	\$279.00
3	64000-00200	DKTP TWR STAND	\$30.00	\$24.00	EA	\$90.00	\$72.00
5	65000-00197	KIT CBL DP/USB 15FT EXT <i>Note: Pinellas to provide monitors.</i>	\$26.25	\$21.00	EA	\$131.25	\$105.00
5	64007-50022	KEYPAD 24-KEY USB CBL 25FT	\$155.00	\$124.00	EA	\$775.00	\$620.00
5	850830-03201	BASIC SAM HDWR KIT	\$1,726.87	\$1,381.50	EA	\$8,634.35	\$6,907.48
10	833401-00402G-15	CBL INTFC B JKBX NPTT 15FT	\$47.50	\$38.00	EA	\$475.00	\$380.00
5	853004-00401	SAM EXT SPKR KIT	\$210.00	\$168.00	EA	\$1,050.00	\$840.00
5	65000-00124	CBL PATCH 15FT	\$17.50	\$14.00	EA	\$87.50	\$70.00
5	02800-20501	HDST 4W MOD ELEC MIC BLK	\$46.25	\$37.00	EA	\$231.25	\$185.00
5	03044-20000	HDST CORD 12FT 4W MOD BLK	\$3.75	\$3.00	EA	\$18.75	\$15.00
3	809800-35109	V911 IWS CFG	\$298.51	\$238.81	EA	\$895.53	\$716.42
3	809800-35108	V911 IWS STG FEE	\$447.76	\$358.21	EA	\$1,343.28	\$1,074.62
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$0.00	\$0.00	EA	\$0.00	\$0.00
3	873099-00502U	VESTA® 9-1-1 IRR Module V911 IRR LIC UPGD <i>Customer will use existing HASP Keys.</i> <i>Existing (3) support valid through 6/30/2021</i>	\$0.00	\$0.00	EA	\$0.00	\$0.00
		VESTA® 9-1-1 Admin Printer <i>Customer will provide printer equipment.</i>					
2	04000-29638-X	Network Equipment SWITCH 2960X+CBL 24-PORT	\$2,260.00	\$1,808.00	EA	\$4,520.00	\$3,616.00
2	04000-29676	WARR 2960-X 24P NBD 1YR <i>30-term the support through 6/30/2021</i>	\$255.22	\$204.18	EA	\$510.44	\$408.35
2	04000-00129	Peripherals & Gateways MED 1000B CHASSIS BNDL	\$2,293.75	\$1,835.00	EA	\$4,587.50	\$3,670.00
2	04000-00186	SW SPT M1000 GATEWAY 1YR <i>30-term the support through 6/30/2021</i>	\$447.76	\$358.21	EA	\$895.52	\$716.42
2	04000-00116	MED 1000 FXO-LS BNDL	\$432.50	\$346.00	EA	\$865.00	\$692.00
1	04000-00152	MED 1000 1-SPAN BNDL	\$2,883.75	\$2,307.00	EA	\$2,883.75	\$2,307.00
1	04000-00191	SW SPT M1000 T1 MOD 1YR <i>30-term the support through 6/30/2021</i>	\$447.76	\$358.21	EA	\$447.76	\$358.21
1	04000-RS232	ALI/CAD Output BLKBX TL601A-R2 DATASHARE	\$461.25	\$369.00	EA	\$461.25	\$369.00
1	04000-01014-10	CBL SRL DB25M/DB9F 10FT	\$12.50	\$10.00	EA	\$12.50	\$10.00
1	04000-00159	BLKBX TL159A 8-PORT DATACAST	\$485.00	\$388.00	EA	\$485.00	\$388.00
5	65000-00262	KIT CBL RJ11 ADPTR DB25	\$18.75	\$15.00	EA	\$93.75	\$75.00
1	04000-01751	TS-4 PORT TERMINAL SVR	\$810.00	\$648.00	EA	\$810.00	\$648.00
4	04000-31281	ADPTR RJ45F/DB25M	\$26.25	\$21.00	EA	\$105.00	\$84.00
1	863014-00201	Rack & Peripheral Equipment <i>Customer will use existing cabinet enclosure.</i> REMOTE PERIPHERAL KIT	\$1,241.25	\$993.00	EA	\$1,241.25	\$993.00
VESTA 9-1-1 Subtotal						\$36,274.78	\$29,019.82



VESTA™ Analytics

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
1	873391-02001U	VESTA™ Analytics - Hosted V-ANLYT SITE LIC UPGD <i>Existing (1) support valid through 6/30/2021</i>	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	873391-00301U	V-ANLYT USER LIC UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
3	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG <i>Existing (3) support valid through 6/30/2021</i>	\$0.00	\$0.00	EA	\$0.00	\$0.00
VESTA™ Analytics Subtotal						\$0.00	\$0.00

Managed Services

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
5	04000-00399	Monitoring & Response (M&R) Support: Workstations <i>Note: Includes (5) VESTA Workstations</i> M&R WKST AGENT LIC <i>Existing (5) support valid through 6/30/2021</i>	\$214.93	\$171.94	EA	\$1,074.65	\$859.72
4	04000-00400	Monitoring & Response (M&R) Support: IP Devices <i>Note: Includes (2) Gateways, (2) Cisco Switches.</i> M&R NETWORK/IP AGENT LIC <i>Existing (4) support valid through 6/30/2021</i>	\$117.91	\$94.33	EA	\$471.64	\$377.31
5	809800-14152	Managed Services Implementation Fee MGD SERV DEV & IMPL Anti-Virus <i>Existing (5) support valid through 6/30/2021</i> Patch Management <i>Existing (5) support valid through 6/30/2021</i>	\$111.94	\$89.55	EA	\$559.70	\$447.76
Managed Services Subtotal						\$2,105.99	\$1,684.79

Extended Warranties

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
3	04000-01594	Workstation Extended Warranty <i>Note: Includes (3) VESTA Workstations</i> WARR NBD 600/705 G2/G3/G4 5YR <i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD</i>	\$171.64	\$137.31	EA	\$514.92	\$411.94
Extended Warranties Subtotal						\$514.92	\$411.94

VESTA® Services

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
40	809800-17007	Field Engineering Services FIELD ENG-STANDARD	\$149.25	\$119.40	UN	\$5,970.00	\$4,776.00
VESTA Services Subtotal						\$5,970.00	\$4,776.00

Qty	Product Code	Product Description					Total (20% Off)
1		VESTA® 9-1-1					\$29,019.82
1		VESTA™ Analytics					\$0.00
1		Managed Services					\$1,684.79
1		Extended Warranties					\$411.94
1		VESTA Services					\$4,776.00
1		Carousel Industries Installation					\$5,965.00
1		Carousel Industries - Project Management					\$1,650.00
1		Minor Materials					\$500.00

Pricing is valid for 90 days

Total Equipment & Services Cost: \$44,007.55

Total This Site: \$44,007.55



Proposal For: Pinellas County, FL
Solution Proposed: Multi-Site Geo Diverse VESTA 9-1-1 Hardware Refresh
Site Name: Tarpon Springs PD
Date: November 17, 2020

VESTA® 9-1-1

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
2	873099-01102U	VESTA® 9-1-1 CDR Module V911 CDR PER SEAT LIC UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
2	873090-11102U	ESInet Interface Module (EIM) V911 LIC EIM RFAI MOD UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	809810-00102	VESTA® SMS V911 ADV DATA LVL 1 ANNUAL SUB	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	809810-00103	RapidSOS V911 ADV DATA LVL 2 STD ANNUAL SUB	\$1,119.40	\$895.52	EA	\$1,119.40	\$895.52
2	873099-00802U	VESTA® 9-1-1 Activity View V911 ACT VIEW LIC PER ST UP	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	873099-00702U	V911 ACTIV VIEW SYS LIC UPG <i>Licenses will be installed on VESTA 9-1-1 supervisor positions.</i>	\$0.00	\$0.00	EA	\$0.00	\$0.00
Existing (1) support valid through 6/30/2021							
2	870809-00701U	VESTA® 9-1-1 Heads-Up Display <u>VESTA® 9-1-1 Heads-Up Display: Viewer</u> VHUD VIEWER PER SEAT MIG UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
2	PS-0AD-VSML-M	VESTA® 9-1-1 Advanced Enhanced Operations VADV MLTP SEAT LIC N FEE <i>Existing (2) support valid through 6/30/2021.</i>	\$0.00	\$0.00	EA	\$0.00	\$0.00
Existing (2) support valid through 6/30/2021							
VESTA® Workstation Equipment							
2	61000-409612	DKTP ELITE MINI 705 G5 W/O OS	\$1,052.00	\$841.60	EA	\$2,104.00	\$1,683.20
2	04000-00441	WINDOWS 10 LTSC LIC	\$116.25	\$93.00	EA	\$232.50	\$186.00
2	64000-00200	DKTP TWR STAND	\$30.00	\$24.00	EA	\$60.00	\$48.00
2	65000-00197	KIT CBL DP/USB 15FT EXT <i>Note: Pinellas to provide monitors.</i>	\$26.25	\$21.00	EA	\$52.50	\$42.00
2	64007-50022	KEYPAD 24-KEY USB CBL 25FT	\$155.00	\$124.00	EA	\$310.00	\$248.00
2	850830-03201	BASIC SAM HDWR KIT	\$1,726.87	\$1,381.50	EA	\$3,453.74	\$2,762.99
4	833401-00402G-15	CBL INTFC B JKBX NPPT 15FT	\$47.50	\$38.00	EA	\$190.00	\$152.00
2	853004-00401	SAM EXT SPKR KIT	\$210.00	\$168.00	EA	\$420.00	\$336.00
2	65000-00124	CBL PATCH 15FT	\$17.50	\$14.00	EA	\$35.00	\$28.00
2	02800-20501	HDST 4W MOD ELEC MIC BLK	\$46.25	\$37.00	EA	\$92.50	\$74.00
2	03044-20000	HDST CORD 12FT 4W MOD BLK	\$3.75	\$3.00	EA	\$7.50	\$6.00
2	809800-35109	V911 IWS CFG	\$298.51	\$238.81	EA	\$597.02	\$477.62
2	809800-35108	V911 IWS STG FEE	\$447.76	\$358.21	EA	\$895.52	\$716.42
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$0.00	\$0.00	EA	\$0.00	\$0.00
2	873099-00502U	VESTA® 9-1-1 IRR Module V911 IRR LIC UPGD <i>Customer will use existing HASP Keys.</i> <i>Existing (3) support valid through 6/30/2021.</i>	\$0.00	\$0.00	EA	\$0.00	\$0.00
Existing (3) support valid through 6/30/2021							
VESTA® 9-1-1 Admin Printer <i>Customer will provide printer equipment.</i>							
Network Equipment							
2	04000-29638-X	SWITCH 2960X+CBL 24-PORT	\$2,260.00	\$1,808.00	EA	\$4,520.00	\$3,616.00
2	04000-29676	WARR 2960-X 24P NBD 1YR <i>No terms the support through 6/30/2021.</i>	\$255.22	\$204.18	EA	\$510.44	\$408.35
No terms the support through 6/30/2021							
Peripherals & Gateways							
2	04000-00129	MED 1000B CHASSIS BN DL	\$2,293.75	\$1,835.00	EA	\$4,587.50	\$3,670.00
2	04000-00186	SW SPT M1000 GATEWAY 1YR <i>No terms the support through 6/30/2021.</i>	\$447.76	\$358.21	EA	\$895.52	\$716.42
No terms the support through 6/30/2021							
2	04000-00116	MED 1000 FXO-LS BN DL	\$432.50	\$346.00	EA	\$865.00	\$692.00
1	04000-00152	MED 1000 1-SPAN BN DL	\$2,883.75	\$2,307.00	EA	\$2,883.75	\$2,307.00
1	04000-00191	SW SPT M1000 T1 MOD 1YR <i>No terms the support through 6/30/2021.</i>	\$447.76	\$358.21	EA	\$447.76	\$358.21
No terms the support through 6/30/2021							
ALICAD Output							
1	04000-RS232	BLKBX TL601A-R2 DATASHARE	\$461.25	\$369.00	EA	\$461.25	\$369.00
1	04000-01014-10	CBL SRL DB25M/DB9F 10FT	\$12.50	\$10.00	EA	\$12.50	\$10.00
1	04000-00159	BLKBX TL159A 8-PORT DATACAST	\$485.00	\$388.00	EA	\$485.00	\$388.00
5	65000-00262	KIT CBL RJ11 ADPTR DB25	\$18.75	\$15.00	EA	\$93.75	\$75.00
1	04000-01751	TS-4 PORT TERMINAL SVR	\$810.00	\$648.00	EA	\$810.00	\$648.00
4	65000-00182	CBL RJ45-10P/DB25M 4FT	\$26.25	\$21.00	EA	\$105.00	\$84.00
Rack & Peripheral Equipment <i>Customer will use existing cabinet enclosure.</i>							
1	863014-00201	REMOTE PERIPHERAL KIT	\$1,241.25	\$993.00	EA	\$1,241.25	\$993.00
VESTA 9-1-1 Subtotal						\$27,488.40	\$21,990.72



VESTA™ Analytics

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
1	873391-02001U	VESTA™ Analytics - Hosted V-ANLYT SITE LIC UPGD <i>Existing (1) support valid through 6/30/2021</i>	\$0.00	\$0.00	EA	\$0.00	\$0.00
1	873391-00301U	V-ANLYT USER LIC UPGD	\$0.00	\$0.00	EA	\$0.00	\$0.00
2	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG <i>Existing (2) support valid through 6/30/2021</i>	\$0.00	\$0.00	EA	\$0.00	\$0.00
<i>VESTA™ Analytics Subtotal</i>						\$0.00	\$0.00

Managed Services

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
2	04000-00399	Monitoring & Response (M&R) Support: Workstations <i>Note: Includes (2) VESTA Workstations</i> M&R WKST AGENT LIC <i>Existing (2) support valid through 6/30/2021</i>	\$214.93	\$171.94	EA	\$429.86	\$343.89
4	04000-00400	Monitoring & Response (M&R) Support: IP Devices <i>Note: Includes (2) Gateways, (2) Cisco Switches.</i> M&R NETWORK/IP AGENT LIC <i>Existing (4) support valid through 6/30/2021</i>	\$117.91	\$94.33	EA	\$471.64	\$377.31
2	809800-14152	Managed Services Implementation Fee MGD SERV DEV & IMPL Anti-Virus <i>Existing (2) support valid through 6/30/2021</i> Patch Management <i>Existing (2) support valid through 6/30/2021</i>	\$111.94	\$89.55	EA	\$223.88	\$179.10
<i>Managed Services Subtotal</i>						\$1,125.38	\$900.30

Extended Warranties

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
2	04000-01594	Workstation Extended Warranty <i>Note: Includes (2) VESTA Workstations</i> WARR NBD 600/705 G2/G3/G4 5YR <i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD</i>	\$171.64	\$137.31	EA	\$343.28	\$274.62
<i>Extended Warranties Subtotal</i>						\$343.28	\$274.62

VESTA® Services

Qty.	Part No.	Description	Unit MSRP	Unit (20% off)	U/M	Total MSRP	Total (20% Off)
16	809800-17007	Field Engineering Services FIELD ENG-STANDARD	\$149.25	\$119.40	UN	\$2,388.00	\$1,910.40
<i>VESTA Services Subtotal</i>						\$2,388.00	\$1,910.40

Qty	Product Code	Product Description					Total (20% Off)
1		VESTA® 9-1-1					\$21,990.72
1		VESTA™ Analytics					\$0.00
1		Managed Services					\$900.30
1		Extended Warranties					\$274.62
1		VESTA Services					\$1,910.40
1		Carousel Industries Installation					\$3,977.50
1		Carousel Industries - Project Management					\$1,050.00
1		Minor Materials					\$200.00

Pricing is valid for 90 days

Total Equipment & Services Cost: \$30,303.55

Total This Site: \$30,303.55

Pinellas County 911 - Projected 3 Year Expenditure

Numbers shown are to be used for budgetary purposes only. The hardware and software components change with refreshes, additions and manufacturer price changes. As such these numbers are not fixed and are subject to change.

	Motorola Support - 1 Year Pricing
PSC Side A -	\$256,559.66
ERB (PSC Side B)	\$12,146.61
Largo PD (LPD)	\$46,129.79
Pinellas Park PD (PPPD)	\$28,557.25
Tarpon Springs (TSPD)	\$14,769.44
St. Pete PD (SPPD Side A)	\$166,571.69
PSC (SPPD Side B)	\$15,556.76
Clearwater PD (CPD)	\$49,555.89
<hr/>	
Motorola Support 1st year on new MSA	\$589,847.09
Motorola Support 2nd year on new MSA	\$589,847.09
Motorola Support 3rd year on new MSA	\$589,847.09

Estimated Motorola Support Spend for 3 Years (based on potential 2% annual increase for years 2 and 3)

\$1,805,900.03

Refresh Quote (This includes some co-termed support in the amount of 71,294)

\$1,053,709.25

\$840,000.00

\$356,824.00

\$3,282.03

\$15,686.40

\$6,263.40

Carousel Essential 3 yr
 Dedicated Tech 3 yr
 Carousel Fortinet 3 Yr
 New Support for Mobile CommandPosts - Pinellas
 New Support for Refresh Additions

Estimated 3 Year Spend

\$4,081,665.11






RV 11.19.2020 156-0302-M(SCB) Amended and Restated Agreement

Final Audit Report

2020-11-23

Created:	2020-11-23
By:	Jo Anne Lewis (legal@carouselindustries.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArNPJe63oxivM460DXmP3Xkmlp33E9myJ

"RV 11.19.2020 156-0302-M(SCB) Amended and Restated Agreement" History

-  Document created by Jo Anne Lewis (legal@carouselindustries.com)
2020-11-23 - 5:23:29 PM GMT- IP address: 38.103.242.129
-  Document emailed to R.Turner (rtturner@carouselindustries.com) for signature
2020-11-23 - 5:25:49 PM GMT
-  Email viewed by R.Turner (rtturner@carouselindustries.com)
2020-11-23 - 6:23:54 PM GMT- IP address: 47.197.133.65
-  Document e-signed by R.Turner (rtturner@carouselindustries.com)
Signature Date: 2020-11-23 - 6:26:57 PM GMT - Time Source: server- IP address: 47.197.133.65
-  Agreement completed.
2020-11-23 - 6:26:57 PM GMT