

NON-COMPETITIVE REVIEW SUMMARY

**Action: REQUEST TO PURCHASE VERINT AUDIOLOG
RECORDING SYSTEM MAINTENANCE & SUPPORT
SERVICES FROM KOVA CORPORATION**

Requisition No.: RQFR1400011

Committee/Committee Date: N/A

* DPM internal Processing due date:

Projected BCC Date: (If applicable)

Purpose of the Acquisition: To procure a maintenance and services agreement from Kova Corporation, a Verint Authorized Reseller, to support the Verint Audiolog Recording System located at the Miami-Dade Fire Department (MDFR).

Recommended Vendor:	Kova Corporation
Contract Term:	3 Years with 2 years option to renew
Contract Amount:	\$193,500
Cumulative Value:	\$303,500.00, if all options are used.

Background:

Miami-Dade Fire Department (MDFR) purchased the Verint Audiolog Recording System via County Contract BW7514-15/24-2, 450MHZ UHF Radio System Upgrade Project awarded to Motorola, Inc., in 2012. The audio recording system is part of the UHF upgrade and works with both the Avaya telephony and the Motorola P25 Fire radio system. KOVA, an authorized reseller for Verint, successfully integrated the Verint recording system for Avaya and Motorola system and is the certified Verint distributor in the South Florida area authorized to maintain the system. Both these systems are recorded 24/7, 365 days a year at Fire Dispatch. The Audiolog System presently records the following:

1. Avaya IP Telephony
2. Avaya Digital Telephony
3. Analog Telephony and other radio audio sources
4. Motorola P25 ISSI
5. Motorola P25 UHF
6. Motorola Radio ID Capture
7. Motorola AIS Integration
8. Video Screen Capture with telephony integration
9. Dispatcher Back-up Radios

The Audiolog requires bi-monthly routine maintenance and service. Presently, MDFR is using the SPO for maintenance and support services. MDFR requires certified, trained technicians who understand how to keep these systems operating and communicating with each other. MDFR is requesting an ongoing, long-term maintenance and service agreement be established with KOVA, the certified distributor for Verint.

Market Research:

Market research revealed a list of authorized resellers for Verint, but through a Letter of Authorization to the County provided by Verint, it states that Kova Corp. is the only Verint Distributor with certified technicians in South Florida authorized to maintain the Verint Audiolog products. No other vendor can maintain the Verint Audiolog but the manufacturer or its authorized trained technicians.

Recommendation:

MDFR requires certified, trained technicians who understand how to keep their systems operating and communicating with each other. Their communication system is vital to their operations. They must utilize the best technicians to keep their system operating at all times. KOVA technicians are trained by Verint to keep the Audiolog Recording System operating along with the Telephony and Radio Systems. Entering into a maintenance and service agreement for a 3 year period with 2 options to renew, with KOVA is recommended in order for MDFR to maintain their recording system.

Margaret Brown
Agent/Officer

December 3, 2014
Date

Non-Competitive IT Project Review

Directions for Completion: Departments requesting a non-competitive project review for new or existing Information Technology (IT) Systems are required to complete this questionnaire along with the appropriate Bid Waiver/Sole Source Justification Form. The response and explanation fields are to be fully completed to provide all background on the project. Please be as specific as possible and provide all backup documentation, doing so will expedite the review of your project.

The answers provided in the response field shall be according to the following format:

- "Y" – Yes
- "N" – No
- "N/A" – Not applicable

Current Contract Information:	
Questions:	Response: Explanation:
When and how was the IT software/hardware initially purchased by the County? (Please provide contract number, award info, and applicable documentation)	Purchased in 2012 as part of the Fire UHF Narrowband Project.
When does the current contract expire?	No current contract.
If the contract has expired, how are/have you been maintaining the IT hardware/software? (Provide explanation and documentation if applicable)	SPO's have been issued.
Was maintenance and support included in the current contract? If no, why not? Did it include assistance with transition to a new system?	No, initial project did not include support.
What other applications does the System integrate/interface with?	Telephony and Radio Systems

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<p>If a new system were deployed would it still be necessary to support the current system in parallel? How long would the legacy system need to be maintained and operational? Could historical data be stored in a data warehouse? What would be the cost?</p>		<p>Does not apply.</p>
<p>What is the purpose of this IT hardware /software? What is the expected life cycle?</p>		<p>P25 radio and Avaya audio recorder. Lifecycle 5-10 years.</p>
<p>Is this product an integral part of the County / Department's technical infrastructure? Does it perform system critical functions? If so, what?</p>		<p>Yes, records required public safety communications.</p>
<p>Are these solutions delivered through the Original Equipment Manufacturer (OEM) support? If no, is it delivered through authorized reseller or dealers?</p>		<p>Yes, authorized reseller.</p>
<p>On the current contract, is the User Access Program (UAP) and Inspector General being collected?</p>		<p>No current contract.</p>
<p>Does the current contract require insurance? <i>(Note: Any vendor required to come onto County property is required to have insurance throughout the term of the Agreement.)</i></p>		<p>Yes.</p>
<p>Have you encountered any issues during the contract term regarding performance or compliance?</p>		<p>No.</p>
<p>Have you been satisfied with the performance of the vendor to date?</p>		<p>Yes.</p>

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Market Research: Questions:	Response:	Explanation:
Are there available equivalents to the product or service you are requesting for this new project? <i>(Please provide documentation regarding your Department's market research)</i>		Yes.
If there are available equivalents, why do these products not meet your needs? What are the differences? <i>(Please be as specific as possible to provide sufficient detail to justify your request.)</i>		The prior product did not meet our needs.
Can the vendor meet your long term needs? What research has been conducted to verify their ability to meet your expectation? <i>(Please provide documentation, as applicable, to show your findings)</i>		Yes, extensive research was conducted.
What other vendors offer systems capable of providing the County with a solution?		This is for service..
Are these solutions delivered through the Original Equipment Manufacturer (OEM) support or is it delivered through authorized reseller or dealers.		Both.
Are dealers required to complete a certification program or are they restricted to levels of support set up by the vendor/mfg? <i>(i.e. gold plan vs. platinum plan – gold allows vendor to maintain equipment but they do not have access to software upgrades or new system implementations. Platinum allows vendors to complete new product installs and all other support).</i>		Yes.

Non-Competitive IT Project Review

What level support does the County require for this new project?		Platinum
Are there other systems currently employed by the department / County that are similar that could provide a solution?		No.
If a new system were deployed would it still be necessary to support the current system in parallel?		N/A, this is for service.
How long would the legacy system need to be maintained and operational?		This is for service.
Could historical data be stored in a data warehouse? What would be the cost?		This is for service.
Has the replacement system been reviewed and approved by the IT Leadership Council?		This is for service.
New Project Information:		
Questions:	Response:	Explanation:
What are the business goals and objectives of this new project? (Please be specific)		N/A
What contract term would you like established? (<i>Initial term plus any renewals</i>)		N/A

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What allocation is requested on this new project? What is the basis of the allocation request? (i.e. Vendor quote, market research, etc)			
Please provide documentation if applicable.		N/A	
What is your funding source(s) for this new project?		N/A	
Is this a grant funded project? If so, please provide grant documentation outlining the expiration date and requirements.		N/A	
What budget year is it scheduled for?		N/A	
Is the allocation enterprise or department based?		N/A	
Scope Information:			
Questions:		Response:	Explanation:
Please provide a high level overview as to the scope of this project. A defined scope of work is to be provided with your submission.			To provide service for a P25 radio and Avaya audio recorder.
What is your Project Timeline?			Not a project, this is for service.
What are the roles and responsibilities of the vendor?			To provide service for a P25 radio and Avaya audio recorder.
What are the roles and responsibilities of the County?			Provide access and prompt payment.
Software Acquisitions:			
Questions:		Response:	Explanation:
Is this a replacement of an existing software/system?			N/A

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Is the software perpetual? If so, please provide a copy of the license agreement with your submission.		N/A
Do you require professional services on the new contract? (i.e. Training, custom programming, consulting)		N/A
How is the software licensed? (i.e. Per User, Enterprise, Concurrent User, Site)		N/A
How many users?		N/A
Do you want/need the new contract to provide the option to purchase additional licenses or services during the term?		N/A
Do you require training for users on the new contract? How many users are to be trained? Levels?		N/A
Where is the software hosted?		N/A
Do you have a disaster recovery plan? If no, is the vendor required to provide collocation under the new contract?		N/A
What are your long term plans with the system?		N/A
Do you have the source code?		N/A
Would you like software escrow added to the new contract?		N/A
What is the life expectancy of the software? What value does this project provide to your department?		N/A
Hardware Acquisitions:		

Non-Competitive IT Project Review

<u>Questions:</u>	<u>Response:</u>	<u>Explanation:</u>
Was maintenance and support included in the original contract? If not, why?		N/A
Did it include assistance with transition to a new system?		N/A
Is this product an integral part of the County / Department's technical infrastructure?		N/A
What are the requirements for maintenance and support under the new contract?		N/A
Will the vendor be required to come onto County property to provide technical support/assistance? If not, how will this be accomplished?		N/A
What level of support is required by your Department under the new contract? (i.e. 24x7, onsite repair, parts, etc.)		N/A
Does it perform system critical functions? If so, what?		N/A
What would be the effect to the County if the maintenance / support services were not obtained?		N/A
What other systems does the hardware integrate/interface with?		N/A
Will the new contract require the vendor to maintain these integrations/interfaces with these systems also?		N/A

Non-Competitive IT Project Review

What is the life expectancy of the hardware?		N/A
What value does this project provide to your department?		N/A
Do you need to have the ability in the new contract to purchase additional hardware components, parts, or services? If so, please provide a detailed explanation as to your Department's requirements.		N/A

KOVA, CORP.

MAINTENANCE AND SERVICE AGREEMENT ID#14-0701B

W hereas, Miami-Dade Fire Rescue Department, , hereinafter referred to as MDFR, or The Customer, having its business location at 9300 N.W. 41st Street, Miami, Florida 33178-2414, desires to obtain service to maintain Audiolog recorder equipment in good working order; and

W hereas, KOVA, Corp, hereinafter referred to as KOVA, having a place of business at 102 East Bay Avenue, Suite J, Manahawkin, New Jersey 08050, is a manufacturer authorized Platinum level distributor and service provider for the Audiolog recording equipment;

T herefore, KOVA and MDFR agree that KOVA will provide MDFR with public safety level service subject to the "Terms and Conditions" listed on reverse side of this page. MDFR agrees to pay to KOVA the amount of \$83,480 for year 1 and subsequent years, 2-5, \$55,000 annually plus any applicable sales tax. Such service shall be provided only for the items specified below and at the location so stated.

Such service shall be provided only for the items specified in Appendix A of this Agreement.

This service agreement covers all calls placed to KOVA Corp.'s toll free hotline 24 hours a day, 7 days a week, provided that the customer abides by the guidelines set forth in Appendix C, hereinafter referred to as "System Administration Policy for Servers under a KOVA Service Level Agreement".

A cceptance of this agreement, as indicated by the undersigned, acknowledges and agrees to all terms and conditions as articulated in this agreement. Notices, pursuant to this agreement, will be sent to the undersigned.

For MDFR:

By: _____

Printed Name _____

Date _____

Address _____

City/State/Zip _____

Telephone _____

For KOVA:

By: _____

Printed Name _____

Date _____

102 East Bay Avenue, Suite J

Manahawkin, NJ 08050

(609) 597-1498

TERMS AND CONDITIONS CONTRACT ID#14-0701B

1. TERM: This Agreement shall be renewed at the end of each renewal term unless terminated by either party by prior written notice to the other at least 30 days prior to the end of the initial term or any renewal term. KOVA shall present to MDFR any price adjustments to this agreement 60 days prior to the renewal date. Such revised rates shall then apply to the services to be provided in the next renewal term.

2. FACILITY LOCATION: The services provided hereunder shall be provided exclusively through the following customer's location: 9300 N.W. 41st Street, Miami, Florida 33178-2414.

3. SERVICES INCLUDED: The following services are included for items listed elsewhere in this agreement: a) All software enhancement updates, which would improve the recorder (site specific) functionality (as determined by KOVA and Verint), and are made available by Verint without charge to Kova to parties that are under a Maintenance and Support Services Agreement; and b) Permanent program fixes as applicable; and c) System and User Documentation update service for the original set of manuals; and d) Use of the KOVA Support/Help Facility for technical and operational assistance during the hours of service as defined elsewhere in this agreement. KOVA will provide Microsoft Operating System Service Packs and Microsoft SQL Service Packs once certified by Verint Systems, Inc. A major upgrade is quantified by a full version upgrade of the recording software or Operating System. Back out plans vary on the nature of the upgrade, but typically involve taking an image of the system prior to any work performed. Operating System updates shall only be performed by Miami-Dade County IT and KOVA must consult with IT should any changes need to occur.

- The technician(s) assigned to preventative maintenance and/or any service related issue will update or summarize the problem along with solution.
- KOVA will also receive Alarm notifications.

4. STANDARD REPAIR SERVICE: KOVA will respond to requests for service twenty-four hours a day, through calls placed to (877) 700-KOVA (5682). The response for a service request may be done electronically or via physical visit to the customer's site. KOVA shall provide following response times based upon the severity level reported by the Customer as follows:

Severity level 1 –Response time next business day

Severity level 2 – Response time within 24 hours

Severity level 3 – Response time within 8 hours

Severity level 4 – Response time within 2 hours includes troubleshooting/identifying issues and if not resolved remotely, an onsite response will be within 4 hours.

Severity level 1: An equipment condition or malfunction not critical to the using agency and services can effectively continue until repairs are completed.

Severity level 2: An equipment failure or malfunction that is not currently impairing the using agency's ability to record. However, if additional failures or malfunctions occur, prior to repair, the County will be operating at a reduced audio / video logging service level

Severity level 3: An equipment failure or malfunction that prohibits the Customer's ability to record with the Customer's Primary System, or the Customer's logging service is limited to a reduced capacity. Reduced capacity exists when twenty-five percent (25%) or more of the systems capability to record radio or telephony or video is not present.

Severity level 4: An equipment failure or malfunction that significantly impairs the Customer's ability to properly record calls.

The customer will receive priority handling of all requests for service. Service shall include all parts and labor necessary to repair the items covered by this agreement and shall be provided without additional charge to the customer unless such repair was work necessary due to work performed by others or unless due to: improper use or tampering with the equipment, or any damage caused by mechanical or electrical abuse, such as physical damage, intentional damage, lightning or other acts of God, or damage caused by environmental conditions outside the normal operating parameters described in the product specifications, or connection to an inappropriate power source, or viruses undefined by the AntiVirus Manufacturer at the time of infection, or damage caused by any attempted repairs by unauthorized personnel, or normal wear items (i.e. UPS batteries, etc.). KOVA shall also have no responsibility to perform repairs with respect to the installation, service and maintenance of motor generators, batteries or other power supply devices nor with respect to effects upon the equipment produced by or emanating from such power supplies nor for the actual removable media.

5. CRITICAL MAINTENANCE: KOVA Corp. shall provide critical maintenance for those Authorized Users that designate their system operation as critical to operations and/or public safety. Under critical maintenance, KOVA shall directly interface with the Authorized Users Telecommunications Services or other vendors providing IT services to resolve issues that may be related to the installed Telecommunications Equipment or components. KOVA, Corp. hereby agrees to meet or exceed the following requirements when providing critical maintenance, with a response time dictated by the severity level as defined in Section 3 above:

- KOVA shall provide a Customer Service Representative (CSR) or Technical Specialist that is dedicated to the Authorized Users specific trouble report. The reporting Authorized Users representative shall be provided with a direct telephone number or extension by which to reach the assigned CSR or Technical Specialist.
- KOVA shall perform and complete any remote testing that is available with the affected system or component(s) within 2 hours of the initial service call by the reporting Authorized Users.

Should the affected system not be accessible or repaired via remote access, a qualified technician, suitably equipped for the installed system or component, be on site at the Authorized Users location, as defined in the standard repair service severity level, within two (2) continuous hours from such determination.

- In the event KOVA experiences extraordinary obstacles to its repair of the affected Telecommunications Infrastructure system KOVA shall notify the reporting Authorized User and provide a plan of repair, including how KOVA will provide alternative resolution during the system operation disruption.

6. ROUTINE MAINTENANCE: KOVA shall provide routine maintenance, twice a month, 8 hours per visit, as part of the system and as part of any subsequent maintenance contract subscribed to by the Authorized User for any system component. Furthermore, KOVA agrees to meet the identified requirements when providing routine maintenance:

- Should the system not be equipped for remote access, KOVA shall have a qualified technician, suitably equipped for the deployed system, on site at the Authorized Users location.
- In the event KOVA experiences extraordinary obstacles to its repair of the affected Telecommunications Infrastructure system, then KOVA shall notify the reporting Authorized User and provide a plan of repair, including how KOVA will provide alternative resolution during the system operation disruption.
- Routine Maintenance shall only be performed during normal business hours (0800-1700).
- Any invasive work, that affects the recordings, shall be completed between 2000-0500 hours with a 48 hour notice and real-time confirmation with the Fire Rescue Supervisor that MDFR is not actively working on a significant event.
- No work shall be conducted without prior authorization from the Communications Chief when the Miami-Dade County and/or Miami-Dade Fire Rescue is engaged in an event that effects public safety, such as hurricane preparation, public disturbance, etc.

7. CRITERIA FOR ESCALATION REQUESTS: The following criteria shall hereby qualify as grounds for an escalation request.

- Frequent repetition of the same problem
- Repair provided does not fully remedy the system
- Inability to obtain an accurate update from technician
- Unprofessional assistance provided or confidence in technician to repair the problem is compromised
- Throughout the term of the Contract, KOVA shall provide updated contact names and telephone numbers of the service and management positions listed/described in the above provided procedures must be made available to Authorized Users upon request.

8. CRITICAL COMPONENT AVAILABILITY: KOVA, Corp. maintains at both its headquarters as well as at each of its satellite support centers, an extensive inventory of critical components. These components include, but are not limited to, CPUs, Backplanes, Hard Drives, Memory, Power Supplies, Telephony Cards, replacement cables, and network cards. In addition, each field technician also carries with them a "crash kit", containing these items on a smaller scale. For every server in the field, KOVA, Corp. maintains its inventory to reflect critical components for each model that it sells. Upon request, Using Agencies can purchase their own "crash kit", customized with components that are critical to their system only and based upon the services, systems, hardware, software, etc. deployed. KOVA, Corp. does require that these items be stored in a locked or secure area, due to the high value of the telecom components involved.

9. CUSTOMER REQUIREMENTS: The customer agrees to furnish a POTS (plain old telephone service) line for each recorder in use. Analog DID lines provided through customer's PBX are not acceptable. In lieu of dial in access, the Customer may provide VPN access or other remote connectivity via means they can control, such as a LogMeIn account. KOVA would provide the account for LogMeIn connectivity. The customer also agrees to have the necessary software and modem attached to the recorder. Further the customer agrees to allow the service technician access to the recorder, without delay, temporary access to the facility (via full time escort or access control card) and temporary parking (within walking distance).

- KOVA employee(s) shall report a lost and/or stolen Miami Dade County ID. It must be reported immediately to MDFR to the Communications Chief or designee immediately

10. ADDITIONAL EQUIPMENT: Subject to the agreement of KOVA and payment of a prorated annual fee for the remaining term of the agreement, the customer may add additional equipment to the scope of this agreement.

11. REPAIR SERVICE OUTSIDE THE SCOPE OF AGREEMENT: Upon the request of the customer, KOVA will perform additional services such as relocating the equipment. The customer will be billed for such services, any service performed outside of this service agreement, or otherwise for services not covered by the agreement, at KOVA's then prevailing rates. Work required after hours (9am to 5pm) or weekends will have an additional premium of 50%, holidays will have a 100% additional premium.

12. FEES: The Fees for the initial term are listed elsewhere in this agreement and are for a one-year term. Payment of fees shall be made annually prior to the initial term and for each renewal term on or before the commencement of each renewal term. The customer shall pay all invoices under this Agreement within thirty-days (30) of receipt of the invoice. All amounts mentioned in this Agreement are in U.S. Dollars. Any amount payable pursuant to this Agreement and not paid when due shall thereafter be delinquent and shall bear a late payment charge at the rate of one and one-half percent (1-1/2 %), or the maximum legal rate if less, for each month or portion thereof until paid. If any amount is not paid when due, the customer is responsible for all collection costs, including reasonable attorney's fees. If the customer disputes, in good faith, any items on an invoice, the customer shall promptly notify KOVA of the dispute with specific information regarding the reason for the dispute and the customer shall timely pay all undisputed items on such invoice. The customer shall promptly attempt to resolve any such dispute and no late payment charge shall apply to the disputed amount pending resolution of the dispute.

13. SERVICES NOT INCLUDED: This Agreement provides for enhancements and support to the then current Licensed Products base system made pursuant to KOVA Maintenance and Support Services. Not included under this Agreement is any support for or caused by changes in the Licensed Products base system which have been made outside KOVA's Annual Maintenance and Support Services, whether these changes were made by THE CUSTOMER or KOVA. Therefore, should THE CUSTOMER request KOVA to investigate and/or correct any system error and said error is determined by KOVA to not be caused by the software comprising the Licensed Product base system, KOVA will bill and THE CUSTOMER will pay for such services to KOVA, at then prevailing rates. KOVA is not responsible for implementing any Microsoft update, other than those updates specified in Verint certified Microsoft Service Packs.

14. MODIFICATIONS MADE BY THE CUSTOMER: The customer shall inform KOVA in writing of any modification in the applicable Licensed Products made by others than KOVA. KOVA shall not be responsible for maintaining such modified portions of the Licensed Products or for maintaining the Licensed Products to the extent affected by such modification.

15. INCORPORATION OF LICENSE TERMS: All changes, additions, enhancements and updates in the Audiolog Licensed Products or Documentation provided hereunder shall remain proprietary to KOVA and shall be received by the customer for its use pursuant to all of the restrictions and other terms and conditions of the License Agreement, including, but not limited to, use limitations, the exclusion and limitation of warranties, limitation of liability and undertakings of confidentiality and non-disclosure, all of which are incorporated herein by this reference.

16. TERMINATION: In the event of termination of the License Agreement, this Agreement shall terminate on the same date. Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with its terms (other than the required payment of money) if such failure arises out of causes beyond the control and without the fault or negligence of such party. Such causes may include, but are not restricted to, acts of God or of a public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without fault or negligence by the party failing to perform. Either KOVA or THE CUSTOMER may terminate this Agreement upon thirty (30) days written notice in the event the other violates any material provision of this Agreement; provided, however, if the defaulting party cures such violation within the 30 day notice period, the notice of termination shall be withdrawn. Termination by either party shall be in addition to any other legal or equitable remedies available to such party.

17. GENERAL: The customer agrees that notwithstanding the form in which any legal or equitable action may be brought, the liability of KOVA, if any, arising out of or in any way related to its performance of the services provided herein shall be limited to general money damages in an amount not to exceed the total amount paid for such services. Neither party shall be liable to the other for loss of profits, special, consequential or exemplary damages, even if such party has been advised of the possibility of such damages. If KOVA provides maintenance training, the customer and the respective employees will sign and abide by KOVA's non-compete agreement (if applicable, addendum C). Titles and paragraph headings are for convenient references and are not a part of this Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to this subject matter hereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing. In the event that any provisions of this Agreement shall be determined to be illegal or otherwise unenforceable, such provision shall be severed and the balance of the Agreement shall continue in full force and effect; provided, however, that either party may terminate this Agreement if any material provision of this Agreement is deemed to be illegal or otherwise non-enforceable by giving thirty (30) days written notice to the other party within thirty (30) days after such determination. The customer agrees that all equipment provided by KOVA will be used in a manner consistent with local, state, and federal laws and regulations, and will indemnify and hold harmless KOVA from any litigation arising out of the equipment misuse.

18. BACKGROUND CHECKS: All KOVA Employees are subject to background checks.

19. ASSIGNMENT: Either party without the written consent of the other, which consent shall not be unreasonably withheld, may not assign this agreement. Assignment by Kova to another entity must be a Platinum level distributor and service provider for the Audiolog recording equipment.

20. NOTICES: All notices which either party hereto is required to give the other party shall be mailed, postage prepaid, by registered or certified mail. Notices shall be mailed to the respective party at the address listed on the face of this agreement.

21. GOVERNING LAW: The laws of the state of Florida shall govern this agreement and any issue arising there from.

As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's public Records Law, Section 119 of the Florida Statutes. Notwithstanding anything else in this document to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statutes shall not be considered a breach of this agreement.

APPENDIX A
LIST OF ITEMS COVERED:

<p>1) Conventional Recorder to Capture 76 Concurrent VOIP Channels (Licensed to Record 226 Seats using Avaya DMCC) 2) Trunked Radio Recorder for 86 Talkgroups using Motorola P25 IP console integration 3) Web Server to Host Insight Center and Quality Assurance for 36 Seats 4) Centralized Archive Storage Server (6 TB RAID 10 Array with 4 TB usable space before formatting) 5) Custom website to allow for audio file requests, purchase of such requests, delivery and storage management of the files</p>		
Part Number	Description	Qty
<i>Audiolog Server Platform</i>		
KOVA-RECORDER-BASE-TITANIUM	KOVA "Titanium" Recording Server Platform (Trunked Radio)	1
KOVA-RECORDER-BASE-PLATINUMA	KOVA "Platinum" Recording Server Platform A	2
<i>Telephony Cards</i>		
PART-ANA-UNIV-24	24-Channel Analog Passive Tap card	3
ADD-ON-CHAN-1	Add one channel license to current Audiolog system	106
MOTOROLA-7.X-VoIP-TLR-INTERFACE	KOVA Motorola 7.X VoIP Enabler License for Titanium Server Platform.	1
<i>Miscellaneous Components</i>		
KOVA-WEB-SERVER	WEB Hosting Server	1
KOVA-MKM-KEY	Combination Keyboard Touchpad Mouse	1
KOVA-MKM-LCD	17" LCD Monitor	1
KOVA-KVM-8	Rack Mount KVM Unit for up to 8 Computers	1
KOVA-KVM-CABLE	Cabling for one PC	4

<p>6) 78 Channel Recorder to Capture Analog Inputs and 911-MDPD Digital Handsets Located at MDPD HQ</p>		
Part Number	Description	Qty
<i>Audiolog Server Platform</i>		
KOVA-RECORDER-BASE-PLATINUMA	KOVA "Platinum" Recording Server Platform A	1
<i>Telephony Cards</i>		
PART-DET- 24	24-Channel Digital Card	2
PART-ANA-UNIV-24	24-Channel Analog Passive Tap card	2
ADD-ON-CHAN-1	Add one channel license to current Audiolog system. Does not include interface board.	78
<i>Miscellaneous Components</i>		
KOVA-MKM-KEY	Combination Keyboard Touchpad Mouse	1
KOVA-MKM-LCD	17" LCD Monitor	1

APPENDIX B
System Administration Policy for Servers under a KOVA Service Level Agreement

The policy/rules articulated below are necessary for the continuing proper operation of the Audiolog systems. Any deviation without permission from KOVA will cause billable time for system troubleshooting and restoration.

1. Security, Domain, Shares, Computer or User policies should not be pushed and/or assigned to any Server or user account maintained by KOVA, Corp..
2. The Windows Computer name is vital to the functionality of both the server and client software. It should not be changed without KOVA's service.
3. Any local user accounts may not be altered. This includes, but is not limited to, the password, account disabling, user rights or user name.
4. Absolutely no Service Packs/Updates for Windows or SQL should be applied except by trained KOVA technicians.
5. No Security patches should be applied without contacting KOVA first. This includes, but is not limited to, Microsoft Windows Security Patches, Internet Explorer Security Patches, AntiVirus Updates.
6. KOVA provides and installs AntiVirus software for each machine and is specifically configured for use with KOVA products. The customer must not alter the settings of the AntiVirus software or update it without contacting KOVA first.
7. KOVA does allow for integration into corporate AntiVirus control using products such as products from Symantec, McAfee or TrendMicro. However, there are strict guidelines that must be followed for this integration and KOVA must be involved in the setup and installation.
8. Only software installed by KOVA technicians should exist on any Server that is under a maintenance agreement with KOVA. Most software is untested to work with our products and may cause unforeseen problems with machine or recording reliability. If the customer requires a product installed on the Audiolog, the software must be presented to KOVA for evaluation and study.
9. Any software upgrade to any related subsystem (radio system, PBX, etc.) that provides data and/or audio to the recording systems, must be noticed to KOVA at least 30 days before the upgrade is done to verify compatibility with the current recording system. KOVA will not be responsible for any software upgrades that result in non-operation of the recording equipment.

Customers are expected to maintain integration tables with add, move, and deletes. Additionally, if archiving to DVD is enabled, customers must reasonably change the DVDs as required. Customers are also expected to periodically (as necessary) clean dust filter and DVD drives with DVD cleaning disk on a monthly basis.

Kova shall maintain two digital back-up copies of system configuration / settings. One copy shall be stored in a secure location on-site and the other off-site for the purpose of rapid system restoration in the event of a system failure. This back-up shall be completed anytime significant system modifications are made and shall be no greater than 120 days old.

November 20, 2014

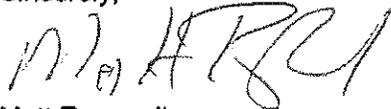
To Whom It May Concern:

This letter is to confirm that as of the date of this letter Kova Corp. is an authorized, certified Verint Distributor for the Verint Audiolog products in the territory inclusive of your location.

Kova Corp. has experience with installation and on- going support of the Audiolog version 5 platform, and has been an authorized Verint Distributor in good standing since 2011. Additionally, as of this date of this letter, Kova Corp. is the only Verint Distributor with certified technicians in south Florida.

Please do not hesitate to contact me directly if you require any additional information.

Sincerely,



Matt Tengwall
Vice President, NA Sales
Video & Situation Intelligence Solutions



INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES

Justification/Input Document for Non-Competitive Acquisition

It is the policy of Miami-Dade County to consistently purchase goods and services using full and open competition. The citizens of Miami-Dade County are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes consultation with Internal Service Department's procurement staff can help avoid delays and facilitates effective market research. However, there may be instances when other than full and open competition may be justified. When a user department(s) determines that other than full and open competition is necessary or in the best interest of the County, appropriate justification for that course of action must be submitted to ISD for approval and execution in order to waive the competitive bid/proposal process.

Please provide the information requested below to support the need and feasibility for waiving the competitive bid/proposal process:

Department:	Miami-Dade Fire Rescue		
Contact Person:	Marianela Betancourt	Phone Number:	(786)331-4241
Requisition No.:	RQFR1400011	Estimated Value:	\$ 165,000.00
Proposed Vendor:	KOVA CORP		
Previous Contract Number:	N/A	Previous Contract Value:	

Purpose of the Purchase
Please describe your minimum requirements and the benefits of making the acquisition.

Continuance of maintenance and support for call logging and radio recording system.

Best Interest of the County / Uniqueness of Product
Please provide a detailed description as to why a waiver of formal bidding is in the County's best interest (e.g., product standardization, compatibility, proprietary access or distributorship, how vendor is uniquely qualified to provide the needed product or service, etc.). Please note that a lack of advance planning is not an acceptable justification for a non-competitive acquisition.

The Verint recording system presently in place works with both the Avaya telephony and the Motorola P25 Fire radio system. Both these systems are recorded 24/7 365. KOVA provides on-site support to the Verint recording system.



INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES

Market Research

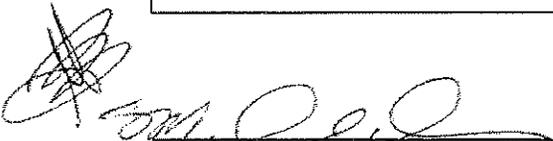
Please describe your market research and the results thereof. This should include a description of other, similar sources or products available in the market if any and why they are not acceptable.

Extensive market research was conducted for the integration of both the Avaya and Motorola P25 system. KOVA successfully integrated Verint recording system for Avaya and Motorola.

Proposed Actions

Please describe the actions the department will take to overcome the present barriers to competition prior to any future acquisitions of this product or service.

MDFR consistently strives to promote competition when available; Kova is the only vendor currently able to support our configuration. A long term contractual solution which can generate savings to the department with continuity of service will be best approach moving forward.



Department Director's Approval

9/17/14

Date Approved