

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/10/2023

Contract/Lease Control #: C23-3331-AP

Procurement#: N/A

Contract/Lease Type: CONTRACT - AGREEMENT

Award To/Lessee: IED SUPPORT SERVICES dba AtlasIED

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/09/2023

Expiration Date: 05/08/2026 W AUTOMATIC (1) 3 YR RENEWAL

Description of: IEDSS PLATINUM ASSURANCE PLAN

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: [TSTAGE@MYOKALOOSA.COM](mailto:TSTAGE@MYOKALOOSA.COM)

Closed: \_\_\_\_\_

CC: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 130 Tracking Number: 9910-23  
Procurement/Contractor/Lessee Name: Atlas IED Systems Grant Funded: YES \_\_\_ NO X  
Purpose: IEDSS Platinum Assurance Plan  
Date/Term: 3 yrs - auto renew 3 yrs 1.  GREATER THAN \$100,000  
Department #: 4202 2.  GREATER THAN \$50,000  
Account #: 546900 3.  \$50,000 OR LESS  
Amount: 14,374.00 year 1 56944 total  
Department: airport Dept. Monitor Name: Stoke

*[Signature]* **Purchasing Review**  
Procurement or Contract/Lease requirements are met: \_\_\_\_\_ Date: 4-21-23  
Purchasing Manager or designee: \_\_\_\_\_ DeRita Mason, Erin Poole, Amber Hammonds

**2CFR Compliance Review (if required)**  
Approved as written: no Federal LTR Grant Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator: \_\_\_\_\_ Suzanne Ulloa

**Risk Management Review**  
Approved as written: see email attached 4-25-23 Date: \_\_\_\_\_  
Risk Manager or designee: \_\_\_\_\_ Lydia Garcia

**County Attorney Review**  
Approved as written: see email attached Date: 4-26-23  
County Attorney: \_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Odessa Cooper-Pool  
**Sent:** Tuesday, April 25, 2023 1:48 PM  
**To:** DeRita Mason; Lynn Hoshihara  
**Cc:** Parsons, Kerry; Jacqueline Matichuk; Allyson Oury  
**Subject:** RE: AtlasIED Maintenance Agreement - Sole Source  
**Attachments:** DRAFT AtlasIED Support Services Platinum Assurance Plan Template 042123.doc; VPS SS LTR.pdf

Hello DeRita,

The attached agreement for AtlasIED has been reviewed and is approved by Risk Management for insurance purposes.

*Thank you,*

*Odessa Cooper-Pool*  
*Public Records & Contracts Specialist*  
Okaloosa County BCC  
302 N. Wilson Street  
Crestview, FL 32536  
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— Paulo Coelho, *The Alchemist*

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Friday, April 21, 2023 11:17 AM  
**To:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Parsons, Kerry <KParsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>  
**Subject:** FW: AtlasIED Maintenance Agreement - Sole Source

Good morning,

The attached agreement will be on the ITA next week, once Tracy can sign the sole source, but Allyson wanted to get started on the review of the agreement.

Thank you,

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Wednesday, April 26, 2023 1:55 PM  
**To:** DeRita Mason  
**Cc:** Parsons, Kerry  
**Subject:** Re: AtlasIED Maintenance Agreement - Sole Source  
**Attachments:** DRAFT AtlasIED Support Services Platinum Assurance Plan Template 4.26.23.doc

DeRita,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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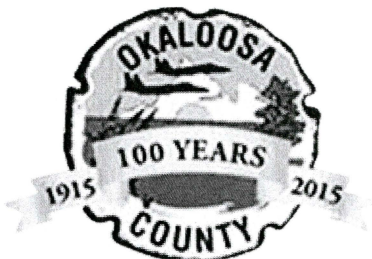
**From:** DeRita Mason  
**Sent:** Friday, April 21, 2023 12:16 PM  
**To:** Lynn Hoshihara  
**Cc:** Parsons, Kerry; Odessa Cooper-Pool; Jacqueline Matichuk  
**Subject:** FW: AtlasIED Maintenance Agreement - Sole Source

Good morning,

The attached agreement will be on the ITA next week, once Tracy can sign the sole source, but Allyson wanted to get started on the review of the agreement.

Thank you,

DeRita Mason



DeRita Mason, CPFO, CPPB, NIGP-CPP  
Purchasing Manager



AtlasIED Support Services

8701 Taylorsville Road  
Louisville, Kentucky 40299  
Phone: 502.267.7436  
Fax: 502.267.9070

**IEDSS PLATINUM ASSURANCE PLAN**

**THIS IEDSS PLATINUM ASSURANCE PLAN** (the "Agreement") is made by and between **IED SUPPORT SERVICES dba AtlasIED** ("IEDSS"), a Delaware limited liability company with its principal place of business at 9701 Taylorsville Road, Louisville, Kentucky 40299, and Okaloosa County on behalf of its Destin-Fort Walton Beach Airport ("Customer"), with its principal place of business at 1701 FL-85, Eglin AFB, FL 32542.

**RECITALS**

**WHEREAS**, Customer previously purchased Innovative Electronic Designs GLOBALCOM Systems ("Equipment") from IEDSS; and

**WHEREAS**, IEDSS is the sole original equipment manufacturer for the hardware and software that supports the Equipment; and

**WHEREAS**, Customer now desires to purchase maintenance service for the Equipment and IEDSS agrees to supply such maintenance service to the Customer on the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Purchase of Services.**

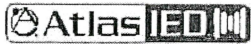
Customer agrees to purchase and IEDSS agrees to furnish - Services (described in Section 2) on the Equipment which is installed at Customer's Facility(ies) subject to all the terms and conditions of this Agreement. Customer further agrees and assures that all hardware and software serving VPS are in working order as of the commencement of this Agreement.

**1.1. Definitions.** Capitalized terms in the Agreement are defined in the Glossary attached hereto as Exhibit A.

**1.2. Scope of Agreement.** This Agreement is not a contract for insurance and does not guarantee that the covered Equipment hereunder will not experience service disruptions. When timely notified by Customer of a service disruption or Equipment failure, IEDSS will work with Customer to return the Equipment to Normal Operation as outlined in this Agreement and the attached and incorporated Exhibits and Schedules.

**1.3. Volume of Services.** Customer and IEDSS understand that, if the volume of Services that IEDSS will be required to perform under this Agreement are in excess of that

Customer  Date 5/19/23 IEDSS  Date 5/10/23 Page 1 of 26  
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Fax: 502.267.9670

usually and customarily required within the scope of the Equipment to be maintained, IEDSS's obligation is to use its best effort to perform such Services.

**1.4. Direct Purchase.** During the duration of this Agreement, Customer may purchase a limited amount of spare parts directly from IEDSS at a discounted rate of ten percent (10%) off of the IED List Price.

**2. IEDSS's Obligations.**

**2.1. Service of Equipment.** Upon Customer's timely notification as outlined in Section 3.1, IEDSS shall, for the total Fees set forth in Schedule 2.1 hereto, perform those Services described in Schedule 2.1. The Services shall be performed in accordance with IEDSS's standard practices and shall be provided and completed in accordance with the mutually-agreed upon timetable, included in Schedule 2.1.

**2.2. Extended Warranty.** IEDSS will extend the manufacturers' warranty for all products included in the Schedule of Covered Systems and Components for the period of this Agreement, unless specifically noted as not eligible on Schedule 1. Conditions not covered under the original warranty are not covered under the extended warranty. Replacement products supplied by IEDSS are included in this extended warranty.

**2.3. Scheduled Equipment Replacement.** IEDSS will replace the specifically listed system components with new manufactured components, and/or recertified/remanufactured components, on a recurring schedule providing this Agreement is in effect for at least twelve (12) months beyond the replacement period. The replacement date will be calculated from the time the agreement initially took effect or the date the equipment was last replaced under the replacement schedule or under the extended warranty, whichever is later. IEDSS reserves the right to replace these system components prior to the minimum replacement date. Components eligible for scheduled replacement and the replacement schedule are listed on Schedule 2.1. Equipment not covered by scheduled replacement will be covered under the extended warranty.

**2.4. Replacement Parts.** Upon Customer's timely notification as outlined in Section 3.1 of any Equipment malfunction, IEDSS shall with the assistance of the onsite, trained First Line Responder, determine if the Equipment/part is defective and, if so, either identify an On-Site Spare or arrange for an advance hardware replacement (overnight if determined solely by IEDSS, such determination shall not be unreasonably withheld, to be sent to the facility as outlined in Section 3.14. Replacement parts become the property of Customer and inoperative parts become the property of and shall be returned to IEDSS. On-Site Spares shall be listed on Schedule 2.4 as amended from time to time.

**2.5. Service Period for On-Site Services.** If IEDSS, at its sole discretion, determines that on-site Service at Customer's Facilities is necessary, IEDSS shall provide on-site remedial Services to Customer during Regular On-Site Service Hours described in Section 2.7.2.

Customer *[Signature]* Date 5/9/23 IEDSS *[Signature]* Date 5/10/23 Page 2 of 26  
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S701 Taylorsville Road  
Louisville, Kentucky 40299  
Phone: 502.267.7438  
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**2.6. Non-Standard Services.** IEDSS shall, for the additional charges outlined in Schedule 2.6, provide Services and make required repairs to the Equipment when either is required due to causes not attributable to normal wear and tear or matters not under warranty including, but not limited to:

**2.6.1.** The failure of Customer to continually maintain the installation site at Customer's Facilities in conformance with IEDSS specifications;

**2.6.2.** Impairments in the performance of the Equipment resulting from changes in the design of the Equipment made by Customer or mechanical, electrical, or electronic interconnections made by Customer;

**2.6.3.** Damage caused by accidents or natural disasters or the negligence of, or improper use or misuse of, the Equipment by Customer;

**2.6.4.** Damage or necessity of repair resulting from unauthorized maintenance or Service by Customer or any third party other than IEDSS or its authorized representative;

**2.6.5.** Damage or repair necessitated as a result of relocation of the Equipment;  
or

**2.6.6.** Acts of God or events beyond the control of IEDSS.

**2.7. Availability of Service.**

**2.7.1. Priority Telephone Technical Support.** IEDSS will provide technical telephone support within one (1) hour of receiving telephone notification from Customer of Equipment malfunction. This priority support will be available, in English, twenty-four (24) hours a day, seven (7) days a week. An IEDSS technical support representative will attempt to resolve the Customer's issue over the telephone, arrange for replacement parts if necessary, and coordinate Emergency On-Site Service if, in IEDSS's sole determination, such Service is warranted by Customer's situation.

**2.7.2. Regular On-Site Service Hours.** IEDSS will perform on-site Services at Customer's Facilities between the Regular On-Site Service Hours of 8:00 AM and 4:30 PM, local time, exclusive of Saturdays, Sundays and national holidays, unless Schedule 2.1 provides for different time periods. In all domestic (Except Hawaii) cases IEDSS will attempt to have a support technician arrive at Customer's Facilities within forty-eight (48) hours, excluding Saturdays, Sundays and national holidays, during Regular On-Site Service Hours.

**2.7.3. Emergency On-Site Service.** Emergency On-Site Service will be performed outside of Regular On-Site Service Hours when the absence of Services outside of

Customer JA Date 5/8/23 IEDSS MJ Date 05/03/23 Page 3 of 26  
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Louisville, Kentucky 40299  
Phone: 502 2677436  
Fax: 502 2679070

Regular On-Site Service Hours may result in the absence of required Life Safety Functions and no alternative solution is available. Emergency On-Site Service will be performed by a IED Certified Integrator of IEDSS's sole choice, and/or an IEDSS support technician when all of the following conditions are met:

**2.7.3.1.** Customer notifies IEDSS by telephone or email of an operational failure of covered Equipment;

**2.7.3.2.** Customer cooperates with IEDSS support technician over the telephone or email in determining the cause of the problem and in attempts to resolve the problem;

**2.7.3.3.** As directed by IEDSS, the trained and qualified onsite First Line Responder(s) attempt to adjust, modify, or replace the failed Equipment with Equipment on site at Customer's Facilities or provided by IEDSS; and



**2.7.3.4.** IEDSS, in its sole discretion, determines the problem as reported cannot be resolved without an IEDSS on-site visit to Customer's Facilities.

**2.7.4.** If IEDSS, in its sole discretion, determines Emergency On-Site Service is warranted and that Facilities' operations will not support required Life Safety Functions (such determination not to be unreasonably withheld), IEDSS will attempt to place a technician on-site at Customer's Facilities within twenty-four (24) hours. If IEDSS, in its sole discretion, determines Emergency On-Site Service is warranted but that Facilities' operations do not impact required Life Safety Functions (such determination not to be unreasonably withheld), IEDSS will attempt to place a technician on-site at Customer's Facilities within twenty-four (24) hours. In all cases, IEDSS will attempt to place a technician on-site at Customer's Facilities within forty-eight (48) hours.

**2.8. Services Outside Service Period.** IEDSS shall attempt to be responsive to requests from Customer for Services outside the Service Period, subject to reasonable notice and personnel availability. Such Services, as defined by a detailed SOW (Scope of Work) document, rendered outside the Service Period shall be performed for the additional charges referred to in Schedule 2.6.

**2.9. Availability of Training.** IEDSS will provide periodic training sessions as outlined in Section 4.

**2.10. Third-Party Contractors.** IEDSS shall have the right to designate a Subcontractor to perform on site service provided that Subcontractor is certified as trained by IEDSS. Where the context requires, the term Subcontractor, shall be substituted for IEDSS or, if the context requires, the term IEDSS and Subcontractor shall be used collectively. The appointment by IEDSS of a Subcontractor shall not relieve IEDSS of its obligations to Customer.

Customer  Date 5/19/03 IEDSS  Date 05/03/23 Page 4 of 26  
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Louisville, Kentucky 40299  
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**2.11. Annual Inspection.** IEDSS will provide an annual inspection of the Equipment during each year this Agreement is in force; however, in some cases, a System Health Check will be required prior to the commencement of the Agreement, but in all cases within 180 days after the commencement date of the plan. The annual inspection may be performed either on a single visit to Customer's Facilities or on multiple visits as indicated in Schedule 2.1 and attached hereto. During the annual inspection and System Health Check IEDSS will confirm the version and update status of all Equipment, including but not limited to system servers, system dependent computers and other system hardware. IEDSS will either on site or remotely, install any pertinent Equipment software updates.

**2.12. Customer's Modifications to Equipment.** If Customer, with IEDSS's prior written approval, causes modifications or interconnections to be made or accessories, features, or attachments added to the Equipment, then Services shall be furnished with respect thereto only on mutual agreement between IEDSS and Customer and the total scope of service and pricing shall be adjusted accordingly.

**2.13. Previously Installed Equipment.** Where Equipment covered by this Agreement has been in operation for over six (6) months prior to implementation of an IEDSS Agreement, IEDSS reserves the right to be paid by Customer for a one-time system health check and remedial Service, including any hardware or software modifications or updates required to bring the covered Equipment to Normal Operation. IEDSS will provide Customer a "not-to-exceed" estimate for the system health check and remedial Service, which estimate will be included as a part of this Agreement.

**2.14. Non-Covered Equipment.** IEDSS is not obligated to maintain, repair, service, replace, operate or provide any other Services or assure the operation of any device, system, property, network and/or any other such Non-Covered Equipment that is not expressly listed in Schedule 2.1 attached hereto.

**2.15. IEDSS's Modifications to Equipment.** As part of providing Services hereunder, IED-sponsored modifications may be made to the Equipment by IEDSS. Customer shall provide time, if required and ready access for IEDSS's personnel to the Equipment upon notification from IEDSS that such modifications are ready to be made. The time required shall be mutually agreed upon by Customer and IEDSS, and shall be in addition to the normal preventive maintenance hours.

**2.16. Title to Tools and Spare Parts.** Title to all maintenance tools and IEDSS provided spare parts shall remain with IEDSS, except that upon installation of parts into Customer-owned Equipment, title to such parts shall pass to Customer.

Customer JA Date 5/3/23 IEDSS WJ Date 05/03/23 Page 5 of 26  
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Louisville, Kentucky 40299  
Phone: 502.267.7436  
Fax: 502.267.9070

**2.17. Furnishing of Labor and Materials.** IEDSS will furnish all labor, equipment, and materials necessary to the performance of the mentioned Services unless otherwise stated in this agreement.

**2.18. Insurance.** IEDSS shall, at its expense, maintain or cause to be maintained comprehensive general liability and workers compensation insurance against claims for personal injury, death, or property damage occurring at Customer's premises due to the acts or omissions of IEDSS, its employees or agents only, to the limits of \$1,000,000.00 per occurrence with Customer being named as an additional insured with respect to this signed contractual agreement for IEDSS Platinum Assurance Plan. Upon request, IEDSS will cause the insurance company to furnish Customer with a COI (certificate of insurance) to confirm compliance with these requirements, such certificate to be delivered to the Customer.

**2.19. Proprietary Rights.** IEDSS retains all rights to its intellectual property of any kind, including but not limited to patent, trademark, copyright and trade secrets, in any material(s) physically or otherwise transferred to Customer under any circumstances.



**2.20 Change Orders.** Services may be increased or decreased by written change order executed by IED and Customer.

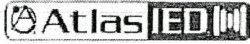
### 3. Customer Obligations

**3.1. Notification and Authorization.** Customer's timely notification, either verbal or written, to IEDSS of Equipment disruption or fault at Customer's Facilities is required to trigger IEDSS's obligations under Section 2 of this Agreement. By the act of such timely notification, Customer authorizes and empowers IEDSS to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, repair, replacement and removal of Equipment from Customer's Facilities.

**3.2. Ownership.** Customer warrants that it is the owner of the Equipment to be serviced under this Agreement, or, if not the owner, then Customer has authority from the owner to include such Equipment under this Agreement.

**3.3. Customer Agent.** The Customer will designate a Customer Agent to act as its agent for this agreement. The Customer Agent by virtue of this designation is authorized to act for the Customer in all respects to this agreement. The Customer Agent will provide IEDSS with up-to-date contact information for the Customer Agent, Primary Contact(s), for the First Line Responders, and other key individuals, including telephone numbers, fax numbers and email for inclusion on Exhibit B - Contact Information. Customer will notify IEDSS of any changes to the assignment of the Primary Contacts or First Line Responders in writing.

Customer  Date 5/8/23 IEDSS  Date 05/03/23 Page 6 of 26  
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**3.4. Primary Contact.** The Customer will designate one or more Primary Contact(s) for this agreement. Only designated Primary Contacts are authorized to request support from IEDSS.

**3.5. First Line Responder(s).** The onsite First Line Responder for each applicable Facility under this Agreement will be responsible for maintaining and communicating to IEDSS concerning all issues relating to the equipment.

**3.6. First Line Responder Training.** If Customer has designated First Line Responders, Customer agrees to send these individuals to First Line Responder training as outlined in Section 4.

**3.7. Customer Supplied Broad Band Internet Access.** In order for IEDSS to perform the functions required under this agreement it will require an internet connection to the systems covered by this AGREEMENT. CUSTOMER shall supply to IEDSS a Broad Band internet access port, and/or access to said port, for software and diagnostic support of the system. Any firewall equipment required by this access will be supplied by the customer unless otherwise noted. This high speed access will be at no charge to IEDSS. Dial up modem support is not acceptable.

**3.8. Storage Space and Utilities.** If onsite Service or part storage is required, Customer shall provide, free of charge and with ready access, storage space for maintenance tools and spare parts, working space, heat, light, ventilation, electric current, outlets and high speed Internet access for the use of IEDSS's Service personnel. Such facilities shall be within a reasonable distance from the Equipment being serviced.

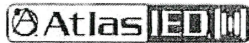
**3.9. Notice of Equipment Failure.** Customer shall notify IEDSS's Service personnel immediately upon Equipment failure or indication of system faults and shall allow IEDSS full and free access to the Equipment and the use of necessary data communications facilities and equipment at no charge to IEDSS, subject to Customer's security rules.

**3.10. Maintenance of Facilities.** Customer shall maintain the Facilities throughout the term of Service identified herein in accordance with the specifications established by IED including that the location of all IED Equipment is kept clean dust free, and environmentally (connected to the HVAC system of the facility) controlled.

**3.11. Customer's Maintenance Efforts.** Customer's personnel shall not perform Services, including maintenance or attempted repairs, to the Equipment while such Equipment is being Serviced under this Agreement, except as specified and approved in advance and in writing by IEDSS or as directed by an IEDSS support technician.

**3.12. Customer's Modifications to Equipment.** Customer shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be

Customer [Signature] Date 5/9/03 IEDSS [Signature] Date 05/03/03 Page 7 of 26  
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added to the Equipment being serviced by IEDSS under this Agreement without IEDSS's prior written approval. Notwithstanding the above, if properly documented for the benefit of IEDSS, Customer shall be entitled to make mechanical and electrical connections to the Equipment without IEDSS's prior approval, provided, that if such connections interfere with the Normal Operation of the Equipment in a manner which increases IEDSS's cost of Servicing the Equipment or creates a safety hazard, Customer agrees to remove such connections promptly upon notice from IEDSS.

**3.13. Equipment Software Updates and Upgrades.** Customer agrees to install all updates and upgrades to Equipment software when such updates and upgrades are shipped or otherwise made available to Customer by IEDSS. All such updates and upgrades must be installed by Customer in order for the applicable Equipment software to remain covered under this Agreement. Customer may, upon written notice detailing the reason (s) for the delay, delay the install referenced software upgrade.



**3.14. Return of Defective Equipment.** Customer agrees to return all defective Equipment at Customer's expense in accordance with IEDSS's instructions and published Return Authorization policy within thirty (30) days or pay for the replacement Equipment at the then-current list price. Prior to the return of any such defective Equipment, Customer must request and receive from IEDSS a Return Material Authorization ("RMA") for the return of the Equipment. Customer will ship such Equipment to the address specified by IEDSS, duties and postage prepaid, in the Equipment's original shipping container or in a container of equivalent protective constitution, with the RMA number prominently displayed on the outside of the shipping container. IEDSS reserves the right to reject any shipment that does not have an RMA number prominently displayed on the shipping container. Customer is responsible for any risk of loss and/or damage incurred in shipping.

**3.15. Proprietary Data.** Customer is responsible for the security of its proprietary and confidential information. It is Customer's responsibility to backup all data on Customer's Equipment.

**3.16. Security.** Where security considerations require IEDSS's personnel to be escorted, Customer will timely provide the required escorts at no charge to IEDSS. When requested by IEDSS, a representative of Customer must be present at Customer's Facility when Services are being performed by IEDSS.

**3.17. Licenses, Approvals, and Fees.** Customer will promptly obtain and provide to IEDSS any required licenses, approvals or consents necessary for IEDSS's performance of the Services.

**3.18. Security and Background Checks.** It is understood that IEDSS's employees and Subcontractors are subject to passing security and background checks required at the covered facility. Costs incurred for security and background checks are the responsibility of the

Customer  Date 5/9/23 IEDSS  Date 05/03/23 Page 8 of 26  
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**AtlasIED Support Services**

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Fax 502 267 9070

Customer and are not covered by the fee structure of this Agreement. Customer will be invoiced for any cost if incurred by IEDSS.

**3.19. Hazardous Environment.** Customer must notify IEDSS if any Equipment covered under this Agreement is being used in an environment which poses a potential health hazard to IEDSS's personnel. IEDSS may require such Equipment to be maintained by the Customer under direct IEDSS supervision.

**3.20. Customer Network Accountability.** Customer acknowledges and agrees that it is solely responsible for, and IEDSS's obligations hereunder are contingent upon, Customer supplying and maintaining a properly configured, reliable, stable network on which the Equipment resides/functions. Customer further acknowledges and agrees to the terms and provisions of the Statement of End User Network Accountability attached hereto as Exhibit C and agrees to abide and be bound by all obligations set forth therein.

**4. Training**

**4.1.** If IEDSS has a direct relationship with the Customer, Customer shall send designated First Line Responders (a minimum of two designated First Line Responders is preferred) to IEDSS provided training classes at least once per year while the AGREEMENT is in force. Customer is responsible for transportation to and from the IEDSS provided technical training facility.

**4.2.** If IEDSS designates a Subcontractor as a First Line Responder, this First Line Responder (s) will be required to attend an annual class.

**4.3.** IEDSS will provide the training at an approved training facility, transportation from approved lodging to and from the training facility, meals, and lodging, at no charge to the Customer as long as this agreement is in force. IEDSS will attempt to provide additional training events per year allowing the Customer's designees to meet this requirement. Customer may send additional designated First Line Responders or other personnel to IEDSS sponsored classes at 90% of the published rate.

**4.4. Cancellation of Trainings.** While operating under the terms of This Agreement or any extension or renewal thereof, Contractor will forfeit any unused training seats after two years, which will be cancelled, and no refunds issued thereto. This cancellation may be nullified if Contractor request, in writing, that the unused training seats remain active past the two-year maximum limitation and the extension is granted in writing by IEDSS at IEDSS sole discretion, which not be unreasonably withheld.

Customer  Date 5/15/23 IEDSS  Date 05/03/23 Page 9 of 26  
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**AtlasIED Support Services**

8701 Taylorsville Road  
Louisville, Kentucky 40298  
Phone: 502 2677436  
Fax: 502 2673070

**5. Charges and Payments**

**5.1. Commencement of Fees.**

**5.1.1.** Customer shall commence payment of Fees due under this Agreement thirty (30) days prior to Commencement Date as specified in this Agreement.

**5.1.2.** Service under this Agreement will begin on the Commencement Date specified in this Agreement if payment is received on schedule.

**5.2. Billing and Payments.** The Fees as specified in Schedule 2.1 shall be invoiced quarterly in advance and are due on the 25th of the month prior to the start of the quarter. Payments received by the 10th day of the prior month shall be given a one percent (1%) discount. Payments received after the 25th of the month shall be considered delinquent and subject to an interest charge. Customer may opt to pay for a full year in advance and receive a Three Percent (3%) discount if the payment is received by the 10th day of the month prior to the Agreement anniversary date. All other charges payable hereunder shall be invoiced during the month in which they have been incurred. All charges hereunder shall be due and payable upon receipt. Fees due for a fractional part of a calendar month shall be computed at the rate of one-thirtieth (1/30th) of the monthly rate for each day. Interest at the rate of one and one-half percent (1.5%) per month or the maximum rate as permitted by law, whichever is less, shall automatically be charged on all amounts, including additional charges, past due more than thirty (30) days. All payments hereunder must be made in lawful U.S. funds, unless otherwise designated or invoiced by IEDSS.

**5.3. Additional Fees.** In addition to the total monthly Fees set forth in Schedule 2.1 hereto, Customer agrees to pay for:



**5.3.1.** Labor, parts, and expenses for Services, including but not limited to maintenance or repair, due to causes not attributable to normal wear and tear or warranted defects including, without limitation, those instances described in Section 2.7 above;

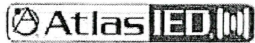
**5.3.2.** Labor and other expenses for Service required due to normal wear and tear performed outside of the Service Period at the request of Customer;

**5.3.3.** IEDSS has included travel and per diem for the annual inspection within the terms of the Agreement;

**5.3.4.** Labor, parts, and other expenses for refurbishment and overhaul of Equipment performed by IEDSS at the request of Customer.

All the above additional charges for labor and parts shall be charged according to the detail outlined in Schedule 2.6. Charges for labor shall include travel time to and from the

Customer  Date 5/9/23 IEDSS  Date 05/03/23 Page 10 of 26  
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8701 Taylorsville Road  
Louisville, Kentucky 40299  
Phone: 502.267.7435  
Fax: 502.267.9070

Facilities. Travel expenses shall be billed at the actual cost to IEDSS of the transportation used. Lodging, food, parking, and toll expenses shall be billed as actually incurred.

**5.4. Annual Price Increases.** The annual rate for this Agreement will automatically increase by two percent (2%) each year on the Agreement's anniversary date.

**5.5. Duties and Taxes.** Customer shall pay (or reimburse IEDSS), in addition to the charges for the Services specified herein and as a separate item, all duties and taxes (exclusive of IEDSS or Subcontractor net income taxes), however designated, or amounts legally levied in lieu thereof, based on or measured by the charges set forth in this Agreement or on this Agreement, or on the Services rendered hereunder, now or hereunder imposed under the authority of any federal, state or local taxing jurisdiction.

If the Customer is tax-exempt, proper tax exemption documentation must be provided with the signing of this contract and attached as an additional Exhibit hereto.

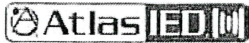
**6. Warranty and Limitation of Remedies and Liability.**

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY IEDSS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IEDSS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY BY IEDSS IN FURNISHING EQUIPMENT AND SERVICES OR ANY OTHER PERFORMANCE UNDER OR PURSUANT TO THIS AGREEMENT. CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND FOR IEDSS'S LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) UNDER THIS AGREEMENT SHALL BE LIMITED TO THE REFUNDING OF THE CUSTOMER'S FEE(S) FOR THE TIME PERIOD DURING WHICH IEDSS IS DETERMINED TO HAVE LIABILITY, AS SET FORTH IN SCHEDULE 2.1. IN NO EVENT SHALL IEDSS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF IEDSS SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. IEDSS'S TOTAL LIABILITY UNDER THIS AGREEMENT FOR ANY REASON SHALL NOT EXCEED THE TOTAL AMOUNT RECEIVED BY IEDSS FROM CUSTOMER UNDER THIS AGREEMENT.

PURSUANT TO THIS AGREEMENT, CUSTOMER AGREES THAT NO SUIT OR ACTION MAY BE BROUGHT AGAINST IEDSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SAID CAUSE OF ACTION.

**6.1. Authorized Agent.** IEDSS warrants that it is authorized by IED, to act as their agent in matters of product warranty and Service.

Customer [Signature] Date 5/5/23 IEDSS [Signature] Date 05/03/23 Page 11 of 26  
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**6.2. IEDSS's Obligation To Use Precautions.** IEDSS shall take all precautions necessary for the safety of and prevention of damage to property on or adjacent to Customer's Facilities, and for the safety of and prevention of injury to persons, including Customer's employees, IEDSS's employees, and third persons, on or adjacent to Customer's Facilities while under the control of IEDSS.

**6.1. Indemnification Against Third Party Claims, Lawsuits and Losses.**

1. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS IEDSS FROM ANY AND ALL CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES INCURRED BY IEDSS, IED, MITEK CORPORATION, ATLAS SOUND, LP, THEIR EMPLOYEES, AGENTS AND ASSIGNS, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT FOR FAILURE OF EQUIPMENT OR SERVICES IN ANY RESPECT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE EQUIPMENT FOR ANY REASON.

2. Customer will give IEDSS prompt written notice of any demand, claim, or suit against Customer, and IEDSS shall have the right to compromise or defend the matter to the extent of IEDSS's own interest.



3. Nothing herein shall be construed as a waiver of Customer's sovereign immunity under section 768.28, Florida Statutes.

**6.3. Third-Party Warranties.** During the performance of Services, IEDSS may be required to access third-party Equipment. Some third-party warranties on such Equipment may become void if IEDSS or anyone other than the designated third party works on said Equipment. It is the Customer's responsibility to ensure that IEDSS's performance of Services does not affect Customer's third-party warranties, or, if it does, that such effect will be acceptable to Customer.

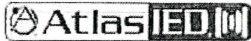
**6.4. Subrogation.** Customer agrees to look exclusively to Customer's insurer to recover for injury or damage in the event of any loss or injury and releases and waives all right of recovery against IEDSS arising by way of subrogation.

**7. Term.**

This Agreement shall become effective on the Effective Date and shall continue for an initial term of three (3) years from the Commencement Date, unless earlier termination pursuant to Section 8 below. This agreement shall automatically renew for a duration of three (3) years unless either party provides written notice to the other party pursuant to Section 10.4 at least one hundred twenty (120) days prior to the renewal anniversary date.

Customer  Date 5/9/23 IEDSS  Date 05/03/23 Page 12 of 26  
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**8. Termination.**

**8.1. Customer's Default on Payments.** In the event Customer defaults on any payment due under this Agreement, IEDSS shall be entitled to immediately terminate this Agreement on written notice.

**8.2. Material Breach.** In the event either party commits a material breach of any of its obligations hereunder, except for a default in payment by Customer as provided for in Section 5 above, the other party may terminate this Agreement on written notice to the defaulting party unless the defaulting party cures such breach within ten (10) days of written notice thereof.


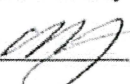
**8.3. Survival of Customer's Obligations.** Customer's obligation to pay all charges which shall have accrued hereunder prior to termination of this Agreement shall survive termination, irrespective of the reason.

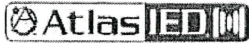
**8.4. Customer's Right To Postpone Termination.** Customer, by written notice pursuant to Section 10.4 to IEDSS, may defer the actual termination date of this agreement up to sixty (60) days to enable Customer to make appropriate provision for the handling of the functions performed by IEDSS without loss of performance time. Any such extension shall be on the terms and conditions contained in this Agreement.

**9. Excusable Delay.**

**9.1. Definitions.** Except for defaults of subcontractors at any tier, IEDSS shall not be in default because of any failure to perform the following services as listed in SCHEDULE 2.1 under its terms if the failure arises from causes beyond the control and without the fault or negligence of IEDSS. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) war (4) acts of terrorism, (5) epidemics, (6) quarantine restrictions, (7) fires, (8) floods (9) earthquakes (10) unusually severe weather, (11) lightning, (12) freight (13) embargoes strikes (14) lockouts, (15) slowdowns (16) riots, (17) disturbances, (18) prolonged shortage of energy, (19) material shortages and (20) explosion. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the IEDSS.

**9.2. Notice and Consequences.** Upon giving notice to Customer, IEDSS affected by an event of Excusable Delay shall be released without any liability on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period that its performance of such obligations is prevented by the event of Excusable Delay. Such notice shall include a description of the nature of the event of Excusable Delay, and its cause and possible consequences. Once IEDSS is claiming Excusable Delay, IEDSS shall promptly notify Customer of the delay of such event. During the period that the delayed services provided by IEDSS of its obligations under this Agreement has been suspended by reason of any event of Excusable Delay, Customer may not suspend the performance of any of its obligations hereunder to the

Customer  Date 5/15/23 IEDSS  Date 05/03/23 Page 13 of 26  
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extent that such delay is excusable, even if such obligations eventually become improbable or unreasonable due to the extent and duration of Excusable Delay.

**10. Force Majeure.**

**10.1. Definition.** For all other services and obligations of both parties that are not expressly outlined in the above 10.1 Excusable Delay, Force Majeure shall mean any event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents in whole or in material part the performance by one of the parties of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable. Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) war (4) acts of terrorism, (5) epidemics, (6) quarantine restrictions, (7) fires, (8) floods (9) earthquakes (10) unusually severe weather, (11) lightning, (12) freight (13) embargoes strikes (14) lockouts, (15) slowdowns (16) riots, (17) disturbances, (18) prolonged shortage of energy, (19) material shortages and (20) explosion.

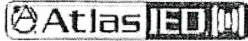
**10.2. Notice and Consequences.** Upon giving notice to the other party, a party affected by an event of Force Majeure shall be released without any liability on its part from the performance of its obligations under this Agreement, except for the obligation to pay any amounts due and owing hereunder, but only to the extent and only for the period that its performance of such obligations is prevented by the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, and its cause and possible consequences. The party claiming Force Majeure shall promptly notify the other party of the termination of such event. During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by reason of any event of Force Majeure, the other party may likewise suspend the performance of all of its obligations hereunder to the extent that such suspension is commercially reasonable.

**10.3. Termination Rights.** Should the period of Force Majeure continue for more than thirty (30) consecutive days, with the exception of the services expressly protected by the excused delay clause above in (9.1), either party may terminate this Agreement without liability to the other party, except for payments due to such date, upon giving written notice to the other party.

**11. General Terms and Conditions.**

**11.1. Assignment.** Neither party shall have the right to assign or otherwise transfer its right and obligations under this Agreement except with the written consent of the other party; provided, that a successor in interest by merger, operation of law, assignment or purchase, or otherwise of the entire business of either party shall acquire all interest of such party hereunder

Customer *[Signature]* Date 5/15/23 IEDSS *[Signature]* Date 05/05/23 Page 14 of 26  
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Louisville, Kentucky 40299  
Phone: 502.267.7436  
Fax: 502.267.9070

and provided further that IEDSS shall be entitled to assign all or part of the payments from Customer under this Agreement to any person or organization in its own right or as agent for trustee and Customer agrees to comply with any instructions from IEDSS to make payments directly to such persons or organizations. Any prohibited assignment shall be null and void.

**11.2. Entire Agreement.** THIS AGREEMENT, INCLUDING EXHIBITS A, B AND SCHEDULES 1, 2.1, 2.4 AND 2.6 ATTACHED HERETO AND INCORPORATED AS AN INTEGRAL PART OF THIS AGREEMENT, CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ALL PREVIOUS PROPOSALS, ORAL OR WRITTEN, AND ALL NEGOTIATIONS, CONVERSATIONS OR DISCUSSIONS HERETOFORE HAD BETWEEN THE PARTIES RELATED TO THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY ANY REPRESENTATIONS OR STATEMENTS, ORAL OR WRITTEN, NOT EXPRESSLY CONTAINED HEREIN.

**11.3. Amendments.** This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by the parties hereto.

**11.4. Notices.** Notices permitted or required to be given hereunder shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, addressed to the Customers Agent as designated by this Agreement and the IEDSS Assurance Plan General Manager at the respective addresses of the parties as first above written or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective as of the date stamped on the receipt.

**11.5. Severability:** In the event that any of the terms of this Agreement are in conflict with any rule of laws, regulations, provisions or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement and this Agreement such continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

**11.6. Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall lie in Okaloosa County.

**11.7. Conflicting Terms.** The terms and conditions of this Agreement shall prevail over any additional or contrary terms which may be contained in any instructions or other communications submitted to IEDSS by Customer.

Customer JA Date 5/9/23 IEDSS MJ Date 05/03/23 Page 15 of 26  
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**11.8. Independent Contractor.** The parties intend that IEDSS, in performing Services specified in this Agreement, shall act as an independent contractor and shall have complete control of the work and the manner in which it is performed. IEDSS is not to be considered an agent or employee of Customer and is not entitled to participate in any pension plans, or in bonus, stock, or similar benefits that Customer provides for its employees.

**11.9. Dispute Resolution.** The parties agree to attempt to resolve all disputes arising from or in connection with this Agreement by mediated negotiation by a neutral person mutually agreeable to the parties. If the dispute cannot be settled thirty (30) days after the mediator has been appointed or any such other period agreed to in writing, the parties may exercise any available legal remedies



**11.10 Effective Date / Commencement Date.**

The Effective Date of this Agreement is upon receipt of the authorization of this agreement. The Commencement Date shall be upon receipt of a PO from Customer.

**11.11 Public Records.**

Any record created by either party in accordance with this Agreement shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. IEDSS must comply with the public records laws, Florida Statute chapter 119, specifically IEDSS must:

- a. Keep and maintain public records required by the Customer to perform the service.
- b. Upon request from the Customer's custodian of public records, provide it with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if IEDSS does not transfer the records to the Customer.
- d. Upon completion of the contract, transfer, at no cost, to the Customer all public records in possession of IEDSS or keep and maintain public records required by the Customer to perform the service. If IEDSS transfers all public records to the Customer upon completion of the contract, IEDSS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If IEDSS keeps and maintains public records upon completion of the contract, IEDSS shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public

Customer  Date 5/13/23 IEDSS  Date 05/03/23 Page 16 of 26  
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AtlasIED Support Services

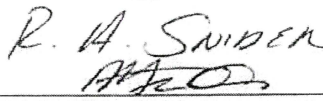
9701 Taylorsville Road  
Louisville, Kentucky 40299  
Phone: 502 267 7438  
Fax: 502 267 9070

agency, upon the request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.

**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 CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

IN WITNESS WHEREOF, the parties have executed this Agreement under seal effective the date first written above.

**IED SUPPORT SERVICES, LLC  
d/b/a AtlasIED Support Services**

By:   
Richard A. Snider

Title: GM IED Support Services (IEDSS)



Date: 05/03/23

**OKALOOSA COUNTY**

By:   
John Hofstad

Title: County Administrator

Date: 5/9/23

Customer  Date 5/9/23 IEDSS  Date 05/03/23 Page 17 of 26  
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## EXHIBIT A Glossary

**Customer Agent** is the Customer's representative with the authority to make decisions in regards to this agreement.

**Equipment** shall mean those covered systems, components and software more particularly described in Schedule 1 attached hereto.

**Facilities** shall mean Customer's site where the Equipment is installed and more particularly described in Exhibit B attached hereto.

**Fees** shall mean those charges for Service more particularly described in Section 2 and in Section 5 of this Agreement.

**First Line Responder** shall mean an individual(s) on the job site who can assist IEDSS in changing out hardware, assisting in software downloads and/or perform other functions as determined by IEDSS to return Equipment to normal operation. First Line Responders may be Customer designees or IEDSS designated Subcontractor personnel.

**Life Safety Functions** shall mean a Customer's ability to evacuate or relocate occupants of its Facilities in an emergency.

**Non-Covered Equipment** shall mean anything not expressly listed and particularly described in Schedule 1 attached hereto.

**Normal Operation** shall mean the system processes that are reasonable and expected per specifications, as determined by IEDSS in its sole discretion.

**On-Site Spare** shall mean those parts described in Section 2.4.



**Primary Contact** shall mean individuals designated by Customer to contact IEDSS regarding service and maintenance issues. Customer shall ensure that the Primary Contact is available to IEDSS personnel to facilitate prompt response and resolution of service and maintenance issues.

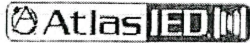
**Regular On-Site Service Hours** shall mean the hours between 8:00 AM and 4:30 PM, local time, exclusive of Saturdays, Sundays and national holidays.

**Service(s)** shall include hardware and software maintenance; extended warranties; critical spare parts; software updates; priority technical support; emergency services; an annual inspection and scheduled Equipment replacement but only to the extent specifically identified on Schedule 2.1.

**Service Period** shall mean the contracted period of Service more particularly described in Schedule 2.1 attached hereto.

**Subcontractor** shall mean the third party hired and certified by IEDSS to provide maintenance services to Customer.

Customer  Date 5/5/23 IEDSS  Date 05/03/23 Page 18 of 26  
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AtlasIED Support Services

9701 Taylorsville Road  
Louisville, Kentucky 40299  
Phone: 502.267.7436  
Fax: 502.267.9070

**EXHIBIT B**  
**Contact Information and Facility Locations**

AtlasIED Support Services Contact Information:

Telephone Numbers: 1-502-267-7436 1-877-433-4335

Emergency and Technical Support Telephone Number (24/7): 1-877-433-4335

Business Telephone Number: 1-502-267-7436

E-mail Addresses: [dick.snider@atlasied.com](mailto:dick.snider@atlasied.com)

Emergency & Technical Support E-mail: [support@iedaudio.com](mailto:support@iedaudio.com)

Business E-mail: [dick.snider@atlasied.com](mailto:dick.snider@atlasied.com)

Mailing Address: 9701 Taylorsville Road Louisville KY 40291

IED Designated Subcontractor Name (If applicable):

All communication (telephone, mail, and e-mail) should be directed to IEDSS and not the designated Subcontractor unless otherwise directed in writing by IEDSS.

Customer Contact Information

Customer Agent

Name	Phone	Mobile	Fax	E-Mail
Address				
City		State		Zip+4

Primary Contacts

Name	Phone	Mobile	Fax	E-Mail	Facility

Customer *JK* Date *5/9/23* IEDSS *LMJ* Date *05/03/23* Page 19 of 26  
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 Fax: 502.267.9070

First Line Responder (s)  Designated Subcontractor  Airport Designee

Name	Phone	Mobile	Fax	E-Mail	Facility

**SCHEDULE 1**

**Schedule of Covered Systems and Components**

PART #	PART DESC
IED0540S-2	AMBIENT SENSOR - 2 GANG PLATE
IED0540S-2	AMBIENT SENSOR - 2 GANG PLATE
IED0590KDS	COMP SYSTEM KEYBOARD 101 KEY
IED0591RU-W1	COMPUTER WORKSTATION 1RU Win10
IED1112PSD	GLOBALCOM RACK 12V PWR SUPPLY
IED1522LR	MODULE 2 LOGIC/ 2 RELAY
IED1544AIO-D	IED, DIGITAL SW AUDIO 4/4
IED5400CS-SRM	ACS MIC STA 5400 RACKMOUNT
IED570DDT-H	ACS 570 MIC STATION DANTE
IED570DDT-H	ACS 570 MIC STATION DANTE
IEDA500CAKVMA	CABLE ASSEMBLY KB/VIDEO/MS
IEDA520DTB	DESKTOP BASE FOR A520/LC MIC
IEDA520DTB	DESKTOP BASE FOR A520/LC MIC
IPCSD4	DANTE IP PAGING STATION, FOUR
IPCSD4	DANTE IP PAGING STATION, FOUR
IPCSD4	DANTE IP PAGING STATION, FOUR
PCSDTOUCH-H	GLOBALCOM IP TOUCHSCREEN
IPUSB-8	GLOBALCOM.IP USB DANTE
T112	TITANONE AMPLIFIER MAINFRAME
T112	TITANONE AMPLIFIER MAINFRAME
T112	TITANONE AMPLIFIER MAINFRAME
T602-120V-T1	TITANONE 2 CH PWR AMP 300W/CH
T602-120V-T1	TITANONE 2 CH PWR AMP 300W/CH
T602-120V-T1	TITANONE 2 CH PWR AMP 300W/CH

Customer *[Signature]* Date *5/15/23* IEDSS *[Signature]* Date *05/03/23* Page 20 of 26  
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Phone: 502 267 7435  
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**Excluded Systems and Components  
Non AIED components**

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Louisville, Kentucky 40299  
Phone: 502 267 7438  
Fax: 502 267 9070

**SCHEDULE 2.1  
Scope of Service and Pricing**

**Scope of Service**

- Extended hardware warranty, maintenance, and service (Equipment to be covered under this agreement listed on SCHEDULE 1 “Description of Equipment to be Covered” contained herein)
- Software updates, upgrades, and licensing
- Priority one (1) hour response technical response 8AM -5PM (Eastern Standard Time) M-F, except holidays
- On-site inspection (System Health Checks in year one) by an IED System Engineer with post visit report. Onsite inspection by ASG (AIED Certified Integrator) in years two (2) and three (3)
- Access to IED PDRP library
- Monthly Windows OS Security Updates
- Priority (overnight if required) advance replacement
- Scheduled equipment replacement: NA

**Pricing:**

**Year one...\*\$14,314**  
**Year two...\*\*/\*\*\*\$18,750**  
**Year three...\*\*/\*\*\*\$23,880**

\*Year one (1) includes a System Health Check by an AIED System Engineer  
 \*\*Years two (2) and three (3) include an onsite visit via ASG (AIED Certified Transit Integrator)  
 \*\*\*Indicates the sequential (beginning in December 2024 through January 2025) expiration of the AIED OEM Limited (three year) Warranty and thus the requires annual software maintenance and endpoint licensing

**Service Period for On-Site Services**

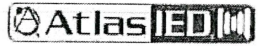
The normal hours for onsite services are 8 AM to 5PM M-F except holidays.

The annual agreement prices listed above are subject to the terms of Sections 5.1 and 5.2 including prepayment discounts and late payment penalties.

**Service Period for On-Site Services**

The normal hours for on-site services are as defined in Section 2.7.2 of this Agreement.

Customer JA Date 5/9/23 IEDSS MJ Date 05/03/23 Page 22 of 26  
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**SCHEDULE 2.4  
On-Site Spares**

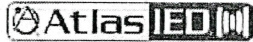
Customer *GA* Date *5/5/23* IEDSS *11/2* Date *05/03/23* Page 23 of 26  
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Louisville, Kentucky 40299  
Phone: 502.267.7436  
Fax: 502.267.9070

**SCHEDULE 2.6  
Non-Standard Services  
NA**





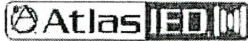
**EXHIBIT C**  
**STATEMENT OF END USER NETWORK RESPONSIBILITY**

IEDSS provides network based Public Address Systems (PAS) deployed on a wide variety of networks at end user facilities worldwide. As such, a primary factor, directly impacting the reliability of the PAS is a properly configured, reliable, stable network on which the PAS resides/functions.

IEDSS is not responsible, and thus, shall have no liability, for either (a) the end user's network requirements, including without limitation, those related to the overall performance, security, and other pertinent network criteria, or (b) the end user's facility network infrastructure, including without limitation, the hardware and/or software utilized for the network on which the PAS resides. IEDSS relies solely upon the end user's network owner/manager for the design, provision, configuration and maintenance of the network, in a manner that enables proper PAS function ability/functionality. If the network on which the PAS resides is improperly designed, configured or maintained, malfunctions or undergoes changes or modifications, then impacts to the reliability, functionality or stability of the PAS can be expected, resulting in PAS system anomalies that are outside the control of IEDSS. In such instances, IEDSS can be a resource to support the end user's network owner/manager in diagnosing the problems and attempting to restore the PAS to a fully functioning and reliable state. However, for network-related issues, IEDSS may look to the end user to recover costs associated with such support activities. For those end-users covered by either the prevailing IED OEM Limited Warranty and/or an IED Platinum Assurance Plan, and upon request by the end user, IEDSS will collaborate with all parties (IEDSS certified Integrators and/or end users) to provide limited assistance with network diagnostics at no additional cost to the end user. The extent and nature of this assistance will be based on the scenario encountered. Under these programs, IEDSS will solely determine when/if applicable charges for technical support will be applied. Out of warranty end users, and/or those not covered by a Platinum Assurance Plan will be assisted as technical support is available and applicable charges for that technical support will be applied.

IEDSS will not be liable for any consequences or damages, whether actual, direct, indirect, exemplary, special, consequential, or otherwise, for any end user network upon which a PAS resides/functions that is not properly configured, reliable, and/or stable. -

Customer  Date 5/14/23 IEDSS  Date 05/03/23 Page 25 of 26  
REV01222022



AtlasIED Support Services

9701 Taylorsville Road  
Louisville, Kentucky 40298  
Phone: 502 267 7436  
Fax: 502 267 9070

**EXHIBIT D**  
**STATEMENT OF RESPONSIBILITY REGARDING WINDOWS® OS**  
**UPDATES**

The Windows® operating systems on AtlasIED 1100/1200ACS and IP100 Series products are updated at the time of initial installation of the AtlasIED software with the latest AtlasIED approved Windows® updates prior to shipment. The Windows® operating system on 1151 and 1152 server based systems are updated at the time of initial installation of the AtlasIED software with the latest, pertinent Windows® updates available at the time of the initial software installation.

In either case, once the initial installation of AtlasIED software and Windows® updates are complete, Windows® updates are then turned off. Additionally, AtlasIED does not recommend automatic installation of future Windows® updates as this could adversely affect system function or cause system restarts on its own. AtlasIED will semi-annually, or on any special as-needed basis, review security updates for Windows Embedded for our IP100 series products and release update packages suitable for off-line installation. Other versions of Windows, such as Windows Server, running on other hardware platforms such as Dell servers can be updated if desired from standard Microsoft internet resources. If the owner of AtlasIED system(s) elects to install additional Windows® updates, that owner is responsible for all installation and testing of said updates. In the event that such update(s) cause system functional abnormalities, AtlasIED can provide technical advice and assistance.

AtlasIED will solely determine when/if applicable charges for technical advice and assistance will be applied. Out of warranty end users, and/or those not covered by a Platinum Assurance Plan, will be assisted as technical support is available and applicable charges for that technical support will be applied.

Customer [Signature] Date 5/24/23 IEDSS [Signature] Date 05/03/23 Page 26 of 26  
REV01222022



### SOLE SOURCE PURCHASE JUSTIFICATION REQUEST

A sole source is when the commodity or service can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirements for a particular proprietary item does not justify a sole source purchase, if there is more than one potential supplier for that item. Use of Brand Names and Model numbers does not constitute a sole source.

**Date:** 04/20/2023

**PR No:**

**Requestor:** Tracy Stage

**Phone No:** 1006

**Department/Division:** Airports

**Item Description:** Maintenance agreement for proprietary AIED system equipment

**Vendor:** AtlasIED Support Services (IEDSS)

**Vendor's Address:** 9701 Taylorsville Road  
Louisville, KY 40299

**Vendor's Telephone No:** 502-267-7436 x1629

**Point of Contact:** Dick Snider

**Sole Source Justification:** See attached.  
(attach additional docs if any)

**Check One:**

The item is available only from **ONE** vendor (sole source justification is above or attached).

Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).

**Requesting Department Director Signature (or authorized Designee)**

**Date**

4-25-23

**REVIEW BY OMB AND PURCHASING**

Approved:

**OMB and Purchasing Department Comments:**

Denied:

**OMB Director Signature**

Faye Douglas

Digitally signed by Faye Douglas  
Date: 2023.04.25 15:03:22 -05'00'

**Date**



Phone 502.267.7436

Fax 502.267.9070

[www.atlasied.com](http://www.atlasied.com)

April 20, 2023

Deputy Director of Maintenance  
Airports Deputy Director – Plans & Programs  
Okaloosa County Airports  
1701 State Rd 85 N  
Eglin AFB, FL 32542-1498

Dear Sir:

AtlasIED and (Innovative Electronic Designs) is the sole original equipment manufacturer for the hardware and software that supports the Innovative Electronic Designs (IED) GLOBALCOM Systems at Destin-Fort Walton Beach Airport. This unique and proprietary hardware and the necessary software to operate it is the exclusive property of IED and are protected by multiple patents and proprietary protocols. AtlasIED uses certified factory technicians to provide support and service and maintain its systems. Since the IED Support Services (IEDSS) is the only entity and the Platinum Assurance Plan is the only product that can provide the deliverables, IEDSS has the sole discretion of factory approved field technicians and designated remote factory support resources.

If I can provide any further information, please respond accordingly.

Best Regards,

A handwritten signature in black ink, appearing to read "Charles A. Kowalczyk". The signature is fluid and cursive.

Charles A. Kowalczyk  
*Domestic Sales Operations Manager*  
GLOBALCOM®  
AtlasIED  
[Charles.Kowalczyk@AtlasIED.com](mailto:Charles.Kowalczyk@AtlasIED.com)



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instruction▶

CONTRACT #: C23-3331-AP

IED SUPPORT SERVICES dba AtlasIED

IEDSS Platinum Assurance Plan

EXPIRES: 05/08/2026 W

AUTOMATIC (1) 3 YR RENEWAL

**1** Name (as shown on your income tax return). Name is required on this line; do not leave blank.  
**IED Support Services, LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

**5** Address (number, street, and apt. or suite no.) See instructions.  
**9701 Taylorsville Rd**

**6** City, state, and ZIP code  
**Louisville, Ky. 40299**

**7** List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
2	6		1	6	7	9	1	3	0

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶    Date ▶ **5/25/2022**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

## Detail by FEI/EIN Number

Florida Limited Liability Company

INNOVATIVE ELECTRONIC DESIGNS SUPPORT SERVICES LLC

### Filing Information

<b>Document Number</b>	L12000021799
<b>FEI/EIN Number</b>	26-1679130
<b>Date Filed</b>	02/13/2012
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	REINSTATEMENT
<b>Event Date Filed</b>	10/11/2013

### Principal Address

9701 TAYLORSVILLE RD.  
LOUISVILLE, KY 40299

### Mailing Address

9701 TAYLORSVILLE RD.  
LOUISVILLE, KY 40299

### Registered Agent Name & Address

Ivey, Loyd  
6650 Sunset Way  
317  
St. Pete Beach, FL 33706

Name Changed: 02/13/2021

Address Changed: 02/13/2021

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

SNIDER, DICK  
9701 TAYLORSVILLE RD.  
LOUISVILLE, KY 40299

Title CEO

Ivey, Loyd  
6650 Sunset Way, 317  
St. Pete Beach, FL 33706

Title CFO

Shuda, Michael  
9701 TAYLORSVILLE RD.  
LOUISVILLE, KY 40299

Title President

Ivey, John  
9701 TAYLORSVILLE RD.  
LOUISVILLE, KY 40299

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2021	02/13/2021
2022	02/20/2022
2023	03/27/2023

#### **Document Images**

<a href="#">03/27/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/20/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">02/14/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/14/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/17/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">02/22/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/20/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/13/2012 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>