

23. Approve Amendment #2 to RFP-4132-01/JVP – 911 Digital Recording Equipment Purchase and Maintenance Agreement, with Exacom Inc., Concord, NH (\$83,584.92).

RFP-4132-01/JVP provides for 911 Equipment and Maintenance Services. Amendment #2 will provide for the purchase, installation, training and service of 34 additional Emergency Archival Recording Systems (EARS) for the County's Public Safety Answering Points (PSAP's). The "EARS" of Multi-Channel Instant Recall Records will seamlessly integrate with the Public Safety Answering Points Hindsight-Net logging recorders currently installed in Seminole County. The capability is unique to the Exacom "EARS" in that it allows instant recall unified recording solution. Emergency Communications personnel have instant access to the "EARS" which will support the existing logging recorder. The following is a summary of the cost of this contract:

Original Contract Sum:	\$137,478.53
Amendment #1:	44,250.81
Add Amendment #2	<u>83,584.92</u>
Total:	\$265,314.26

Funds are available in account number 055725-58081000 (Communications/E911 12500, Grants to Governmental Agency). Public Safety/E-911 Division and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve and authorize the County Manager to execute the Amendment.

**SECOND AMENDMENT TO 911 DIGITAL RECORDING EQUIPMENT PURCHASE AGREEMENT
(RFP-4132-01/JVP)**

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 4th day of March, 2002, as amended on July 23, 2003, between **EXACOM, INC.**, whose address is 99 Airport Road, Concord, New Hampshire 03301, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on March 4, 2002, as amended on July 23, 2003, for purchase of 911 Digital Recording Equipment; and

WHEREAS, the parties desire to amend the Agreement so as to increase the Scope of Services and the amount of compensation paid to the CONTRACTOR; and

WHEREAS, Section 21 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 4 of the Agreement is amended to read:

SECTION 4. FIXED FEE COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONTRACTOR for the equipment called for under this Amendment a fixed fee in the amount of EIGHTY-THREE THOUSAND FIVE HUNDRED EIGHTY-FOUR AND 92/100 DOLLARS (\$83,584.92). CONTRACTOR shall perform all work required by the additional Scope of Services contained in this Amendment but, in no event, shall CONTRACTOR

be paid more than the negotiated Fixed Fee amount stated above.

(b) Should the COUNTY exercise its option to purchase the Contractor's extended warranty with onsite maintenance for years two (2) through five (5) of the contract term, then the COUNTY agrees to compensate the CONTRACTOR an additional fixed fee in the amount of TEN THOUSAND FIVE HUNDRED SEVENTY-THREE AND NO/100 DOLLARS (\$10,573.00) for each year of the extended warranty in which onsite maintenance is purchased.

(c) Payments shall be made to the CONTRACTOR when the equipment is installed and as services are rendered, but not more than once monthly. Upon review and approval of CONTRACTOR's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR the approved amount.

2. Exhibit "A" of the Agreement is amended by the addition of Exhibit "A" attached hereto.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

EXACOM, INC.

DONALD E. GARTRELL, Secretary

(CORPORATE SEAL)

By: _____
HELMUT KOCH, President

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
1/30/04
2am-rfp-4132

Attachment:
Exhibit "A" - Scope of Services

EXACOM, Inc.

99 Airport Road * Concord, New Hampshire 03301 * Phone: (603)228-0706 * Fax: (603)228-0254

Quote: 2004012303 Re: Seminole County, EARS-2000IR Instant Recall Recorders Date: 1/23/2004
 Attn: Joe LeBlanc
 Seminole County
 Department of Public Safety
 150 Bush Blvd.
 Sanford, Florida 32773-6179 Ph: 407-665-5191 Fx: 407-665-5049 Em: jleblanc@co.seminole.fl.us

Qty	Description	Unit Price	Amount
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Requirement Summary:

This is a quote for (34) EARS-2000IR 2-channel "EARS" Instant Recall Recorders for call-taker or dispatch positions.

"EARS" 2-Channel per Position w/Desktop Interface Module

34	Model: EARS-2000IR/2/320 "EARS" 2-Ch Instant Recall Recorder Base Unit	\$1,871.25	\$63,622.50
34	Model: EARS-2000IR/D "EARS" Desktop Control Module	\$371.25	\$12,622.50
			"EARS" 2-Ch Equipment Total: \$76,245.00
34	Installation, Training and Service by WTEC, Inc. (Local Authorized Dealer) @\$195.00/Position:		\$6,630.00
34	Shipping & Handling @\$20.88/Set		\$709.92
			Total: \$83,584.92

- Notes:**
1. All prices in US dollars, **Equipment Prices reflect 25% Discount**, FOB-Destination
 2. Installation, Training and Service by WTEC, Inc. (Local Authorized Dealer) @\$195.00 per position.
 3. Price includes: One-year warranty (see attachment)
 4. Quotation is valid for 30 days.
 5. Extended Warranty w/on-site maintenance is available on annual basis @10% of equipment price/year
 6. **Terms:** 2%-10, Net 30 **Ship Date:** 30 Days ARO or sooner **Ship Via:** UPS

Submitted: HK Date: 1/23/2004
 Helmut Koch, President - EXACOM, Inc.

Accepted: _____ Date: _____
 Authorized, Title

99 Airport Road * Concord, New Hampshire 03301 * Phone: (603)228-0706 * Fax: (603)228-0254

Date: 1/23/2004

Sanford, Florida 32773-6179

Ph: 407-665-5191 Fx: 407-665-5049 Em: jleblanc@co.seminole.fl.us

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EXACOM, will not be liable for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use this product, even if EXACOM or its authorized reseller has been advised of the possibility of such damages, or for any claim by any other party.

EXACOM will have its liability limited to the repair or replacement of the supplied original program diskette, associated publication, and any part or parts of the product or system, for the period of the warranty.

EXACOM will warrant this product against defects in material and workmanship under a limited warranty for a period of one (1) year from the date of shipment. During this one year warranty period the liability and obligation of EXACOM will be expressly limited to the replacement or repair of any part or parts of this product or system. This warranty does not apply to the product if it is operated under conditions other than those for which the system was designed. Also, this warranty does not apply if the product has been altered in any way, which would be detrimental to the performance or life of the product, or by misapplication, misuse, negligence, or accident.

After the expiration of the warranty period, EXACOM will provide the same repair and replacement service at the then current rate for materials and services.

EXACOM, INC.
99 Airport Road * Concord, New Hampshire 03301 * Phone: (603)228-0706 * Fax: (603)228-0254

Quote: 2004012301 **Re:** Seminole County, EARS-2000IR Instant Recall Recorders **Date:** 1/17/04
Attn: Joe LeBlanc
Seminole County
Department of Public Safety
150 Bush Blvd.
Sanford, Florida 32773-6179 Ph: 407-665-5191 Fx: 407-665-5049 Em: jleblanc@co.seminole.fl.us

Re: "EARS" Instant Recall Recorder Training

Training Program

For: SeminoleCounty
Date: TBD
Location/Various TBD

WTEC, Inc. (authorized dealer) with the support of EXACOM, Inc. (manufacturer) will present a "EARS" Instant Recall Recorder Training Program, which will focus on training the trainers. Multiple training sessions will be available (to be scheduled) for Administrative, Supervisory, and Technical personnel to master the operation, management and operational maintenance of the "EARS" Instant Recall Recorder.

Training will be provided at three levels:

1. Technical training for configuration and maintenance of the "EARS" Instant Recall Recorders.
2. Administrative training for advanced searching, playback, monitoring and message management
3. Operational training for searching playback and channel monitoring.

The "EARS" Instant Recall Recorder will be set up prior to installation for preliminary training and configuration.

Training will be hands-on, and evaluations will be performed to certify personnel for competency at each of the training levels as appropriate.

The actual schedule will be determined pending receipt of order.