

22. Award RFP-4213-04/TLR – Criminal Justice Center Telephone System to Ronco Communications & Electronics, Inc. of Tampa, FL (\$620,285.00).

RFP-4213-04/TLR will provide for all labor, material and incidental costs to install a fully functional and integrated telephone system at the Seminole County Criminal Justice Center.

This project was publicly advertised and the County received seven proposals, listed alphabetically:

- BellSouth Communications Systems
- Orlando Business Telephone Systems, Inc.
- Ronco Communications & Electronics
- Shared Technologies Allegiance
- Southeastern Telecom
- Total Telecom Logistics
- TriNET Systems, Inc.

Total Telecom Logistics was found to be non-responsive for no signatures and no required forms. The Evaluation Committee, which consisted of Chris Grasso, Director, IT; Greg Holcomb, Manager, Telecommunications; Clint Patterson, Telecommunications; Lori Czerwinski, Information Services; and Tommy Oliveras, Telecommunications evaluated the remaining six submittals. The initial evaluation criteria consisted of the following, listed in the order of importance:

- Price
- Experience and Overall Qualifications
- Integration and Project Understanding
- Repair and Maintainability of the System
- Ease of Configuration, Growth and Project Approach
- Training

Based on the initial evaluations, the Committee short-listed all six firms. Subsequently Southeastern Telecom requested they be allowed to withdraw and the remaining five firms were interviewed. Based on the interviews, a second short-list of those three firms with a reasonable chance for winning the award was developed. Listed in alphabetical order they were:

- Orlando Business Telephone Systems, Inc.
- Ronco Communications & Electronics
- Shared Technologies Allegiance

Best and Final offers were then requested from the three firms. Upon evaluating the Best and Final offers, the Evaluation Committee recommends award to Ronco Communications & Electronics as presenting the overall best value to the County.

Shared Technologies was initially ranked number one overall. However Shared Technologies was subsequently found to be in Chapter 11 Bankruptcy (a fact they neglected to include in their proposal) and was disqualified. This left Ronco as the number one ranked offeror.

Information Technology/Telecommunications Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board award the project and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.

**B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET**

RFP NUMBER: RFP-4213-04/TLR

RFP TITLE: Criminal Justice Center Telephone System

DUE DATE: March 24, 2004, 2:00 P.M

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
BellSouth Communication Systems 500 N. Orange Ave., Room 534 Orlando, FL 32801 Steven Smelski, Sr. Account Executive 407 245-2115 Ph. 800 894-0188 Fx.	Orlando Business Telephone Systems, Inc. Orlando Telephone Co., Inc. 4558 SW 35 th St. Orlando, FL 32811 Kevin Drinan, Account Manager 407 996-9000 Ph 407 996-6123 Fx.	Ronco Communications & Electronics 5453 W. Waters Ave. Ste. 101 Tampa, FL 33634 Robert Keidel, Regional VP 716 873-0760 Ph. 716 879-8050 Fx.	Shared Technologies Allegiance Deerfield Beach, FL 33432 Non-responsive
RESPONSE -5-	*RESPONSE -6-	RESPONSE -7-	RESPONSE -8-
Southeastern Telecom 4407 Vineland Rd., D-4 Orlando, FL 32811 Tony Buffa, VP 407 841-2005 Ph. 407 841-2690 Fx.	Total Telecom Logistics Kennesaw, GA Non-responsive	TriNET Systems, Inc. 5909 Hampton Oaks Pkwy, Ste. J Tampa, FL 33610 Nick Claude, Regional Territory Manager 800 836-2262 Ph. 321 296-1153 Fx.	

*Proposal incomplete

Tabulated by: T. L. Roberts, CPPB, Contracts Analyst (Posted: 04/26/2004)

Short listed firms for presentation on April 8, 2004: BellSouth; Orlando Business Telephone; Ronco; Shared Technologies; and TriNet

Recommendation of Award: Shared Technologies-Allegiance Ronco Communications (5/7/04) – BCC award date 5/11/04

CRITERIA:

PRICE:

- Total solution: All technical sections will be compared and evaluated as part of the pricing.

- Options

TECHNICAL:

The technical evaluation factors are listed in order of importance

- Experience/Qualifications and Company Overview:
 - Experience/qualifications of the firm and individuals responsible for providing required services including training;
 - Prior implementations related to the required services;
 - Workload/availability of staff.
- Integration: Project Understanding:
 - Knowledge of Nortel Meridian, Cisco, ADVA Optical, and Passport Networks
 - Overall understanding of project
 - Ability to meet scope
- Repair/Maintainability:
 - Self Maintainability
 - Integration methodology
 - Local/Remote Technical Support
 - Parts Availability
 - Spare parts required
 - Warranty
- Ease of Configuration/Growth: Project Approach:
 - Logical Course
 - Proposed Schedule
 - Integration with existing programs and systems
 - Innovative Approach
 - Support of 10 year growth factor
- Training:
 - Technical
 - User
 - Ability to meet scope



"HarveyQuick"
<hquick@setelecom.com>

To: <PMaley@seminolecountyfl.gov>
cc: <tbuffa@setelecom.com>
Subject: RE: Short list presentations

04/09/2004 03:36 PM
Please respond to hquick

Mr. Maley,

Per our telephone conversation, Southeastern Telecom requests that Seminole County remove us from your "short list" for RFP # 4213-04/TLR, Criminal Justice Center Telephone System. We were scheduled for our interview on Monday, 4/12/04 at 11:45. I appreciate everything you have done to have us included and I hope our withdrawal does not cause you any personal embarrassment or scheduling conflicts.

Again, thank you and let's hope we can do business sometime in the future.

Regards,

Harvey

Harvey L. Quick
Senior Account Manager
SOUTHEASTERN TELECOM, INC.
4407 Vineland Road, Suite D-4
Orlando, FL 32811
407.472.1420 - Office
407.472.2420 - FAX
hquick@setelecom.com

-----Original Message-----

From: PMaley@seminolecountyfl.gov [mailto:PMaley@seminolecountyfl.gov]
Sent: Thursday, April 08, 2004 1:44 PM
To: hquick@setelecom.com
Cc: TRoberts@seminolecountyfl.gov
Subject: Short list presentations

Mr. Quick --

After further deliberation based on the additional information you provided this morning; we have decided to include SouthEastern Telecom Inc. on the short list. You are scheduled for your interview at 11:45 AM on Monday, 4/12/04.

DEPARTMENT OF FISCAL SERVICES
PURCHASING AND CONTRACTS DIVISION



May 7, 2004

REGISTERED LETTER

Shared Technologies, Inc.
9201 N. Central Expressway
Dallas, TX 75231

Attention: Mr. Mark Tresnowski, Executive VP & General Council

Subject: Finding of Non-Responsiveness and Disqualification under RFP-4213-04/TLR

Dear Mr. Tresnowski:

It came to my attention yesterday that Shared Technologies, Inc.; an Allegiance Telecom Company; has filed for Chapter 11 bankruptcy in the United States Bankruptcy Court, Southern District of New York (filed 5/14/03, Case No. 03-13108). This information was not disclosed in your company's proposal submitted on subject request for proposals (RFP).

The RFP clearly states (Section 3) that your proposal is to include a summary of any litigation filed by the proposer in the past five years which is related to the services to be provided. The RFP further states (Section 1) that proposals received which contain inaccurate or incorrect information shall be disqualified from consideration for award.

Accordingly, upon consultation with the County Attorney's Office, I find your proposal non-responsive to our RFP and disqualify your firm from award of any resulting contract.

Yours truly,

Peter W. Maley, CPPO, CPCM, C.P.M.
Contracts Supervisor

cc: Mr. Richard Moccia, Shared Technologies, Inc.; 1525 Northwest 3rd Street, STE 12,
Deerfield Beach, FL 33432
Ann Colby, P.A., Assistant County Attorney, Seminole County

Date: April 22, 2004

MEMORANDUM

To: Tammy L. Roberts, CPPB, Contracts Analyst

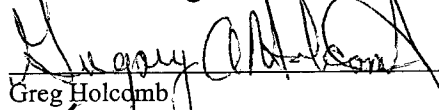
From: Greg Holcomb, IT Manager

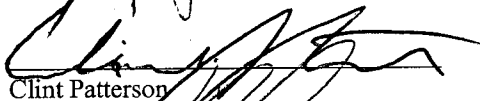
Subject: Justification of Selected Short List
Criminal Justice Center Telephone System (RFP-4213-04/TLR)

The Purpose of this memorandum is to report the recommendations of the evaluation committee that met on April 6, 2004 at 3:30 pm. Proposals from six firms were evaluated by the committee and questions were posed. BellSouth Communication Systems; Orlando Business Telephone Systems; Ronco Communications & Electronics; Shared Technologies Allegiance; TriNET (listed alphabetically) have been recommended for short list and presentations. Southeastern Telecom was not invited to present due to highest bid pricing submittal. The following matrix summarizes the attributes of each firm related to the specified project criteria:

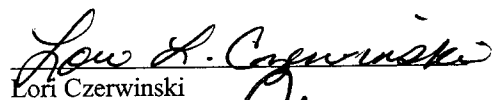
Criteria	BellSouth	OBTS	Ronco	Shared Tech	TriNET
Price	Unable to determine due to submittal format. Questions and presentation to verify.	Acceptable. Questions and presentation to verify.	Acceptable. Questions and presentation to verify.	Acceptable. Questions and presentation to verify.	Acceptable. Questions and presentation to verify.
Technical	Unable to determine due to submittal format. Questions and presentation to verify.	Acceptable. Questions and presentation to verify.	Acceptable. Questions and presentation to verify.	Acceptable. Questions and presentation to verify.	Acceptable. Questions and presentation to verify.

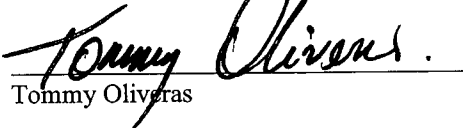
Committee Signatures:


Greg Holcomb


Clint Patterson


Chris Grasso


Lori Czerwinski


Tommy Oliveras

TECHNICAL EVALUATION SUMMARY FOR RFP-4213-0/TLR, Criminal Justice Center Telephone System

TECHNICAL QUALIFICATION TEAM CONSENSUS REPORT AND RECOMMENDATION

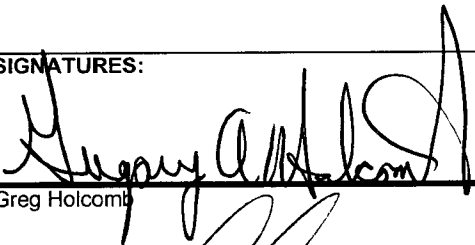
SUMMARY SCORES AND RANKINGS

FIRMS	Technical Rating	TECHNICAL RANKING	Price	PRICE RANKING	OVERALL RANKING
Ronco (Nortel 81c Option) (BAFO)	Acceptable	2	\$620,285	1	2
Shared Technologies Allegiance (No BAFO)	Acceptable	1	\$639,618	2	1
Orlando Business Telephone Systems (CISCO) (BAFO)	Acceptable	3	\$647,679	3	3

The Evaluation Committee makes the following recommendation:

Selection of Shared Technologies Allegiance for overall technical solution and ranking evaluations.

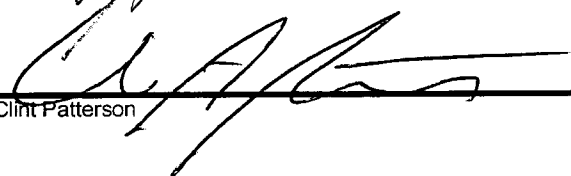
SIGNATURES:


Greg Holcomb


Lori Czerwinski


Chris Grasso


Tommy Oliveras


Clint Patterson

Option 1

RFP-4213-04/TLR

81c w/Succession

BEST & FINAL

Price Proposal

Pursuant to and in compliance with your RFP, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this RFP at the price proposal herein as follows:

*Option 1 - Nortel Option 81c with Succession 3.0 Software

TOTAL PURCHASE PRICE: \$ 620,285.00

Numbers

Six Hundred and twenty thousand two hundred and eighty five dollars.

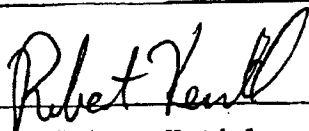
(IN WORDS)

1. The Proposer acknowledges that the Total Amount stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Proposer acknowledges that the Total Amount stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services. This will be a firm fixed price agreement.

Ronco Communications and Electronics Inc.

Firm: _____

Authorized
Signature: _____



Robert Keidel

Date: 4/21/04

Print Name: _____

DRAFT

**VENDOR SERVICES AGREEMENT (RFP-4213-04/TLR)
CRIMINAL JUSTICE CENTER TELEPHONE SYSTEM**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, hereinafter called the "VENDOR" 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 called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified vendor to provide telephone systems for the Criminal Justice Center in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of vendors; and

WHEREAS, VENDOR is competent and qualified to furnish a telephone system to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and VENDOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain VENDOR to furnish professional services and equipment as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by the VENDOR under this Agreement shall be in the form of written Notice to Proceed issued and executed by the COUNTY.

SECTION 3. TIME FOR COMPLETION. The services to be rendered by VENDOR shall commence upon execution of this Agreement by the parties and shall be completed _____.

SECTION 4. FIXED FEE COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate VENDOR for the professional services called for under this Agreement a fixed fee in the amount of «FEEAMOUNT». VENDOR shall perform all work required by the Scope of Services but, in no event, shall VENDOR be paid more than the negotiated Fixed Fee amount stated above.

(b) Payments shall be made to the VENDOR when requested as work progresses for services furnished, but not more than once monthly. VENDOR may invoice amount due based on percentage of total required services actually performed and completed. Upon review and approval of VENDOR'S invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay VENDOR the approved amount.

SECTION 5. BILLING AND PAYMENT.

(a) VENDOR shall render to the COUNTY upon completion of the Scope of Services an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the VENDOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the VENDOR for all services performed by the VENDOR during that month and for which the COUNTY is billed;
- (4) A detailed description of the services rendered in (3) above and equipment provided to the COUNTY; and
- (5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Seminole County Administrative Services Department
200 West County Home Road
Sanford, Florida 32773

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the VENDOR.

SECTION 6. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records of VENDOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to VENDOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to VENDOR may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to VENDOR. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) The VENDOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at VENDOR'S office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, VENDOR shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 7. RESPONSIBILITY OF VENDOR.

(a) VENDOR shall be responsible for the professional quality, of all services and equipment furnished by VENDOR under this Agreement. VENDOR shall, without additional compensation, correct or revise any errors or deficiencies in his services and equipment.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the VENDOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the VENDOR'S performance of any of the services furnished under this Agreement.

SECTION 8. OWNERSHIP OF DOCUMENTS. All deliverable reference data, survey data, plans and reports that result from the VENDOR'S services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to VENDOR.

No changes or revisions to the documents furnished by VENDOR shall be made by COUNTY or its agents without the written approval of VENDOR.

SECTION 9. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until completion of all review and acceptance work required by the Scope of Services.

SECTION 10. TERMINATION.

(a) The COUNTY may, by written notice to the VENDOR, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the VENDOR to fulfill VENDOR'S Agreement obligations. Upon receipt of such notice, the VENDOR shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the VENDOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the VENDOR shall be paid compensation for services performed to the date of termination. VENDOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the VENDOR to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the VENDOR shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The VENDOR shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the VENDOR. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY 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 control and without the fault or negligence of the VENDOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the VENDOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or

under this Agreement.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. VENDOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. VENDOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the VENDOR, to solicit or secure this Agreement and that VENDOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 14. SUBCONTRACTORS. In the event VENDOR, during the course of the work under this Agreement, requires the services of any

subcontractors or other professional associates in connection with service covered by this Agreement, VENDOR must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, VENDOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 15. INDEMNIFICATION OF COUNTY. The VENDOR agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the VENDOR, whether caused by the VENDOR or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

SECTION 16. INSURANCE.

(a) General. The VENDOR shall at the VENDOR'S own cost, procure the insurance required under this Section.

(1) The VENDOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the VENDOR, the VENDOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before

expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the VENDOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the VENDOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by VENDOR shall relieve the VENDOR of the VENDOR'S full responsibility for performance of any obligation including VENDOR'S indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the VENDOR shall, as soon as the VENDOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the VENDOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the VENDOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the VENDOR, the VENDOR shall, at the VENDOR'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the VENDOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) VENDOR'S insurance shall cover the VENDOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the

National Council on Compensation Insurance, without restrictive endorsements. The VENDOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the VENDOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The VENDOR'S insurance shall cover the VENDOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the VENDOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

<u>LIMITS</u>	
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The VENDOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by VENDOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the VENDOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the VENDOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 17. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefore are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) VENDOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the VENDOR had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 18. REPRESENTATIVE OF COUNTY AND VENDOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by VENDOR, shall designate in writing and shall advise VENDOR in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be

addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) VENDOR shall, at all times during the normal work week, designate or appoint one or more representatives of VENDOR who are authorized to act on behalf of VENDOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 20. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 21. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the VENDOR including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The VENDOR is to be and shall remain an independent contractor with respect to all

services performed under this Agreement.

SECTION 22. EMPLOYEE STATUS. Persons employed by the VENDOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 23. SERVICES NOT PROVIDED FOR. No claim for services furnished by the VENDOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 24. PUBLIC RECORDS LAW. VENDOR acknowledges COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. VENDOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 25. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY:

Administrative Services
200 W. County Home Rd.
Sanford, FL 32773

FOR VENDOR:

SECTION 26. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 27. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the VENDOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the VENDOR.

SECTION 28. CONFLICT OF INTEREST.

(a) The VENDOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The VENDOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the VENDOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the VENDOR hereby agrees that monies received from the COUNTY pursuant to this

Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

, Secretary

(CORPORATE SEAL)

By: _____
, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

County Attorney

AC/lpk

3/1/04

rfp-4213

Attachment:

Exhibit "A" - Scope of Services

1. BACKGROUND

Seminole County has a telephony network comprised of Nortel Meridian switches ranging in age and software/hardware configurations. A network diagram will be provided. These switches are networked via T1's over Nortel passport equipment, ip trunking, or county owned fiber. The network provides internal four digit dialing, feature networking, and integrated Meridian Mail/Call Pilot networking between switch locations. The addition of the Criminal Justice Center necessitates an additional switch be added to the telephony network. The proposals submitted should provide fully integrated systems that will perform seamlessly with the County's current telephony network to include connectivity and feature operations.

2. SCOPE OF WORK

Purpose and Objective

Seminole County's goal is to successfully integrate a new telephony system for the Criminal Justice Center with the existing Nortel Meridian, Cisco, ADVA Optical, and Passport networks while adhering to all applicable Industry, Local, State, and Federal guidelines and requirements.

The new location and installation site for this proposal is:
Criminal Justice Center 101 Bush Blvd. Sanford, FL 32773

General Proposal Requirements

It will be the responsibility of the proposers to research and answer how their proposal interfaces seamlessly with the provided design inclusive, but not limited to the user and network features. The proposer must respond to all items requested. Any exceptions must be listed and explained in detail. If an item is not identified as an exception and explanation is not submitted, the county will consider it included and in full compliance. The successful proposer will appoint a single point of contact as a project manager and escalation list in the organization. The project manager will be the single source of contact throughout the project to final acceptance. The proposals should detail precisely all charges and assume full responsibility for all work performed to make the system operational. The responsibility for complete system functionality lies solely on the selected vendor. This is a turn key project. Items overlooked and/or omitted will be provided by the vendor at no additional charges to the County. The proposals should identify a PERT/GANTT style chart detailing all phases of implementation up to and including end user training and on site presence for customer occupation of the location. It should take into consideration that the existing systems are required to remain fully functional during normal hours of operation for Seminole County Government.

3. PROVISIONS OF EQUIPMENT/MATERIALS

Requirements

The solution provided must integrate fully with the existing County Networks. The system being provided must include, at a minimum:

Power and Redundancy/failover

- Battery backup providing a minimum of two hours on all equipment
- Failover redundancy on all critical system components
- CSU/DSU's
- Grounding and protection
- System software backup

Terminal Equipment

- 600 Multi-line Digital sets with Display (Nortel 3904 or equivalent)
- 20 Digital set line expansion modules
- 50 Analog sets with Message Waiting Indication
- 100 Analog ports for Fax/Modem
- 50 IP Multi-line sets
- 20 IP Soft Client Phones

There must be port density provided to run all terminal equipment and to provide 20% growth, wired and equipped. All sets should be hearing-aid compatible and comply with the Americans with Disabilities Act and meet all FCC requirements. All sets are to be black in color.

Networking

- 10 PRI T1's
- 48 IP trunking ports
- 32 Universal trunk ports

Equivalent solutions are acceptable and must be explained in detail as to the density, capabilities, and functionality of interfacing with existing components/systems.

Call Detail Recording (CDR)/Maintenance Access and Security

- CDR record generation and output to a collection buffer required. IP interfacing is preferred.
- CDR collection is via remote Avotus terminal. Solution must interface and/or fully replace existing system.
- Maintenance access via local terminal, Modem, and Ethernet
- System must provide different user access levels protected by password
- Provide system monitoring (problem/warning) via SNMP or similar format
- Maintenance serial and/or I/O ports must provide density for all applications with 20% sparing.

Automatic Call Distribution (ACD)

- 200 ACD agents
- Management reports must be generated and output and must be consistent with reports currently being generated by Nortel Meridian systems.
- Solutions must interface with and/or replace existing system for functionality and reporting.

Voice Mail

- 700 user accounts
- Automated Attendant/Menu services
- Must integrate and network with current Meridian Mail and Call Pilot systems
- Must provide unified messaging/integration with email (Lotus Notes)
- Maintenance access via local terminal, modem, and Ethernet
- User and Maintenance access password protection
- System software backup

Options

- Seminole County will consider additional options that include new technology or features not listed. Please identify separate options and pricing for each.

4. RESPONSIBILITY

The selected vendor will, at a minimum, assume the responsibilities for all items inclusive, but not limited to the following topics:

- System Engineering, programming, and installation
- Hardware and software compatibility
- System Capacities
- Network Terminating Capacity
- Network Traffic Capacity
- Memory Capacity
- System Limits should support a 10 year growth factor at 5% per year
- Software Configuration Capacities
- System Specifications
- Power Requirements
- Programming, designation, labeling, installation, and testing of telephone instruments
- Connectivity engineering testing and assessment of existing infrastructure.
- System Programming and Integration into existing network
- System Installation and termination
- Training- Technical and End User
- Spare parts – on and off site
- Data Network Analysis for IP trunking

- The County may opt to provide any computer or server hardware and standard software applications (OS). Provide separate pricing and specifications for this type of hardware or software.

5. TECHNICAL SPECIFICATIONS

Provide the following Technical Specifications:

- Proposed System Specifications
- System Power Consumption
- Commercial Power and Grounding Requirements
- System Operating Environment
- Air Conditioning Requirements
- Equipment Dimensions and Weight and required Layout
- Floor Loading Estimates

6. TRANSPORTATION AND HANDLING

The contractor shall be responsible for the shipment and delivery of all equipment, parts supplied, and coordination with the County and the on-site general contractor. Any equipment lost and/or damaged during shipment or delivery shall be replaced at no cost to the County.

All equipment shall be unloaded, unpacked, and transported on-site, under the supervision of the contractor. Any equipment damaged during handling shall be the responsibility of the Contractor and cause no additional cost to the County.

Equipment received on site shall be stored at the designated site for installation. This storage shall be documented and coordinated by the Contractor. If storage of any equipment requires special handling, it is the responsibility of the contractor to outline these requirements prior to shipping.

7. TRAINING

The contractor shall provide training both technical and user oriented to employees designated by the County on all equipment and software being provided. A detailed training user overview and plan shall be provided to the County outlining number of sessions, number of persons per session, and length of each session. The number of telephone instruments being provided shall be used as a basis for the number of individuals being trained.

Due to Seminole County being self maintained, technical training is required and shall include, but is not limited to, Installation, Operations and Maintenance, Database Administration, and Networking for each major component of the system. Training proposed shall be inclusive of all travel and accommodation costs for 10 individuals and should be at a level providing knowledge to maintain and repair the system in full. Scheduling of training shall be at the County's discretion. Optional Instructor led on site

training may be proposed to meet this requirement by providing specifications and requirements to the County. All alternatives will be reviewed and considered.

8. DOCUMENTATION

Complete technical documentation of all equipment and software is mandatory. A minimum of one hard copy on site with an additional 2 electronic copies must be provided. As-built documentation should be provided to include a detailed switch layout for each site, trunking records, and all software configurations. Electronic copies of drawings/diagrams consistent with Visio, and /or Arc Info are preferred.

9. MAINTENANCE/WARRANTY

Seminole County self maintains all of its existing telephony systems and requires spare cards/parts for all critical system components/software be included in this proposal. These components should be consistent with the manufacturers recommended maintenance sparing. Warranties for all items delivered will be for 1 year from the date of Seminole County's final acceptance. Additionally pricing for extended yearly warranties should be included. Manufacturer technical support via telephone should be identified. Time and material pricing for technical questions and/or assistance should also be provide to include response time.

10. PRICING

Provide pricing options for Purchase, Lease, and Lease Purchase of equipment. These options will be reviewed and evaluated under the Pricing criteria for the committee. The County will compare these to our existing Purchasing information that we required in the PC lease RFP regarding the lease rate, residual value etc.

11. ACCEPTANCE

A detailed Acceptance Test Plan must be submitted as part of the proposals. Factory acceptance tests will be carried out on all equipment and software provided by the vendor with the County observing. Final testing and customer acceptance will be accomplished at the installed location. All final system payments will be due after the Final Acceptance by the Board of County Commissioners.

12. OPTIONS

- Proposers may provide multiple solutions to the project. i.e. Two different equipment manufacturer choices or two different designs that have different costs considerations. Please provide separate equipment options and pricing for each solution.
- Seminole County will consider additional options that include new technology or features not listed. Please identify separate options and pricing for each.

- The County may opt to provide any computer or server hardware and standard software applications (OS). Provide separate pricing and specifications for this type of hardware or software.