

**7. Award RFP-4186-03/JVP – LAN/WAN Intrusion Security Services for Seminole County, to Coleman Technologies, Inc. of Orlando (Not-to-Exceed \$200,000.00 per year).**

RFP-4186-03/JVP will provide all labor and incidentals necessary to provide LAN/WAN intrusion security services throughout Seminole County.

This project was publicly advertised and the County received nine (9) submittals (listed in alphabetical order):

- Bellsouth Business, Orlando;
- Ciber Inc., Longwood;
- Coleman Technologies, Orlando;
- CSI Computing Innovations, Orlando;
- Dyntek Services, Inc, Tallahassee;
- Hewlett Packard Company, Palo Alto, CA
- Modis & Idea Integration Company, Orlando;
- The Presidio Corporation, Lanham, MD; and
- RGI Datacom LLC, Altamonte Springs.

The Evaluation Committee, which consisted of Lisa Kalbach, Network Team Leader; Lucie Poynter, Technology Engineer; Virgil O'Bryan, Network Administrator; Kim Patterson, Information Services Manager and Greg Holcomb, Information Technologies Manager, evaluated the submittals. The evaluation was based on the following criteria:

- Technical Plan
- Qualifications And Related Experience
- Price Proposal

Based on the initial evaluation, the Committee interviewed the top 2 firms (listed in alphabetical order):

- Coleman Technologies, Inc., Orlando; and
- CSI Computing Innovations, Orlando.

On August 19, 2003, the County received a protest from RGI Datacom, LLC. After careful review of RGI Datacom, LLC's protest, it was determined that the issues were without merit. Copy of the protest and the response is contained in the back-up.

The Evaluation Committee recommends the Board to award the contract to the most responsive, responsible and best value proposer, Coleman Technologies, Inc, Orlando in the amount of not-to-exceed \$200,000 per year. The contract will become effective upon execution of the agreement and will remain in effect for a period of two (2) years. At the sole option of

the County, the contract may be renewed for two (2) additional terms not to exceed one (1) year each.

This is a budgeted project and funds are available in account number 140300-53031000 (Information Service 00100, Professional Services). Information Technologies/Information Services and Fiscal Services/Purchasing and Contracts Division recommend the Board to award the project and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office with no major deviation in terms and pursuant to the requirements of the RFP documents.

## PRICE PROPOSAL

CTI will perform the work described in this proposal on a fixed price basis according to the pricing contained in the table below. If requested, additional services can be provided on an hourly basis billed on a time and materials basis. The monthly services price for the first 24 months of the term includes the price for the initial security audit.

The following table is provided in compliance with the requirements of the RFP.

Item#	Qty.	U/M	Description	Unit Price	Total Price
1	24	Months	Annual Security Partnership - 2 Year contract with option for two year renewal.	\$ 7,800	\$ 187,200
2	12	Months		\$ 6,400	\$ 76,800
3	12	Months		\$ 6,400	\$ 76,800
Options					
4	16	Hours	Additional Training	\$ 100	\$ 1,600
5	48	Months	Firewall Support and Maintenance	\$ 1,600	\$ 76,800
6	1	Each	Additional Security Audit	\$ 40,000	\$ 40,000
7	1	Lot	Develop IDS RFP	\$ 5,000	\$ 5,000

CTI maintains a State of Florida procurement vehicle which provides the County access to our professional services and forego the necessity to seek multiple bids from other vendors. This proposal offers professional network and systems engineering services based on that contract. The contract reference is based on Florida Department of Managed Services - Information Technology Consulting Services Contract No. 974-068-03-1. The negotiated rates for these services are provided in the following table.

CATEGORY	COMMERCIAL RATE (\$/HR)	STATE/AGENCY RATE (\$/HR)
Project Manager	200	200
Senior Network Engineer CCIE	200	150
Senior Network Engineer	150	125
Network Engineer	125	100
Network Technician	100	85
Senior Computer System Administrator	125	100
Computer System Administrator	90	75
Computer System Specialist	85	50
Sr. Telecommunications Engineer	125	100
Telecommunications Engineer	100	85
Telecommunications Technician	85	50

CTI will commence work within 5 working days of notice to proceed. Notice to proceed is constituted by a written and executed purchase order faxed to 407-481-8618, Attn: Purchasing or mailed to the address shown on the letter of transmittal included above.

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

RFP NUMBER: RFP-4186-03/BJC  
RFP TITLE : Professional LAN/WAN Intrusion Security  
Services  
DATE: May 28, 2003. TIME: 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 DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-	RESPONSE -5-
BellSouth Business 500 North Orange Avenue - 5 <sup>th</sup> Floor Orlando, Florida 32801  (407) 245-2112 - Phone  Susan Tapie	Ciber, Inc. 2180 West S.R. 434 Suite 2150 Longwood, Florida 32779  (407) 682-1300 - Phone (407) 682-6564 - Fax Tony Phillips	Coleman Technologies, Inc. 20 North Orange Avenue, # 300 Orlando, Florida 32801  (407) 963-5814 - Phone (407) 481-8618 - Fax Rob Wotherspoon	CSI Computing Innovations 120 East Marks Street Orlando, Florida 32803  (407) 992-8000 - Phone (407) 649-1407 - Fax Henry Sal	Dyntek Services, Inc. 2671 Executive Center Circle West, Suite 102 Tallahassee, FL 32301  (850) 671-3260 - Phone (850) 671-3262 - Fax David Cohen

RESPONSE -6-	RESPONSE -7-	RESPONSE -8-	RESPONSE -9-	
Hewlett-Packard Company 3000 Hanover Street Palo Alto, CA 94304-1185  (650) 857-1501 - Phone (650) 857-5518 - Fax Carleton S. Fiorina	Modis & Idea Integration Wholly-Owned Subsidiaries of MPS Group 255 South Orange Avenue, Suite 1550  (407) 316-8848 - Phone (407) 316-8830 - Fax Diane Meiller	The Presidio Corporation 5100-J Philadelphia Way Lanham, MD 20706-0686  (301) 459-2200 - Phone (301) 459-2201 - Fax Jackie Arnett	RGI Datacom, LLC 974 Explorer Cove, Suite 112 Altamonte Springs, Florida 32701  (407) 339-7111 - Phone (407) 339-6995 Tony Rossi	

Tabulated by: Betsy J. Cohen, Purchasing Supervisor - Posted 5/28/2003 (3:15 P.M.)

Short listed firms are: Coleman Technologies, Inc. and CSI Computing Innovations  
Presentations scheduled for 7/31/2003

Recommendation for Award: Coleman Technologies, Inc. (posted by Betsy J. Cohen on 8/01/2003 8:02AM)  
BCC: 9/09/2003

## Ranking of the Proposals for RFP-4186-03/JVP – Professional Lan Wan Intrusion Services

	<b>BellSouth Business</b>	<b>Ciber, Inc.</b>	<b>Coleman Technologies</b>	<b>CSI Computing Innovations</b>	<b>Dyntek Services, Inc.</b>	<b>Hewlett- Packard Company</b>	<b>Modis &amp; Idea Integration</b>	<b>The Presidio Corporation</b>	<b>RGI Datacom, LLC</b>
Evaluator #1	U	A	HA	M	M	U	M	U	U
Evaluator #2	U	A	A	A	U	U	M	U	U
Evaluator #3	U	U	A	A	M	U	U	U	U
Evaluator #4	M	M	M	A	A	M	M	M	U
Evaluator #5	M	M	A	A	A	A	A	A	U
<b>Overall Score</b>	<b>U</b>	<b>M</b>	<b>A</b>	<b>A</b>	<b>M</b>	<b>U</b>	<b>M</b>	<b>U</b>	<b>U</b>

Evaluator #1 – Lucy Poynter, Telecommunications Division

Evaluator #2 – Lisa Kalbach, Information Services

Evaluator #3 – Virgil O'Bryan, Information Services

Evaluator #4 – Kim Patterson, Information Services Manager

Evaluator #5 – Greg Holcomb, Telecommunications Division Manager

**Shortlisted Firms for Presentations:** (1) Coleman Technologies, Inc. and (2) CSI Computing Innovations

## Evaluation Forms

The qualification team will evaluate each proposal against the requirements of the solicitation. Each team member will submit an individual evaluation package for each proposal. Narrative analysis including strengths, weaknesses and deficiencies will be included and sufficiently detailed. Results of the assessment will be qualitatively portrayed using the following table and the associated points for each rating:

<b>Rating</b>	<b>Description</b>
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<b>Highly Acceptable:</b>	Proposal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features benefit the County.
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<b>Acceptable:</b>	Proposal meets the County requirements. Any weakness is minor.
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<b>Marginal:</b>	Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.
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<b>Unsatisfactory:</b>	Proposal does not comply substantially with the requirements.
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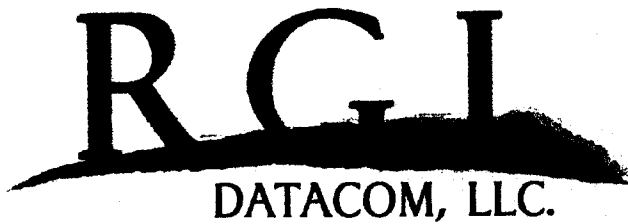
**Strengths:** Those areas in which the proposal exceeds the County's requirements.

**Weaknesses:** Those areas where the proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

**Deficiencies:** Those areas where the proposal fails to meet the County's requirements.

**RFP-4186-03/JVP Lan/Wan Instrusion Security Services**  
**Ranking of Proposals**

	<b>Coleman</b>	<b>CSI Computing</b>
<b>Lucy Poynter, Technology Engineer</b>	<b>2</b>	<b>1</b>
<b>Lisa Kalbach, Lead Network Coordinator</b>	<b>2</b>	<b>1</b>
<b>Virgil O'Bryan, Network Adminstrator</b>	<b>1</b>	<b>2</b>
<b>Greg Holcomb, Manager, Telecommunications Division</b>	<b>1</b>	<b>2</b>
<b>Kim Patterson, Mnanager, Information Services Div.</b>	<b>1</b>	<b>2</b>
<b>Total Points</b>	<b>7</b>	<b>8</b>
<b>Ranking</b>	<b>1</b>	<b>2</b>



Delivered by Certified Mail, Receipt Return Requested 8/19/03

August 19, 2003

Ray Hooper  
Seminole County Services Building  
Purchasing and Contracts Division  
1101 East First Street  
Sanford, FL 32771-1468

Re: RFP-4186-03/JVP – Professional LAN/WAN Intrusion System

Dear Mr. Hooper:

Please find this letter provides the grounds on which we submit our protest of the award for RFP-4186-03/JVP (also noted as RFP-4186-03/BJC) is based in accordance to Section 330.70 of the Seminole County Government Administrative Code and Florida Statutes.

Specifically, the review of Seminole County evaluator Kim Patterson clearly notes that the Technical Plan of one bidder, CSI Computing Innovations, "used details from recent audit." No audit information was provided to RGI Datacom, nor was such information identified as evaluation criteria in the RFP which violates Florida Statute Title XIX Section 287.057 paragraph 4 that states "The vendors shall be accorded fair and equal treatment" and paragraph 3b that states "The agency shall evaluate and rank responsive replies against all evaluation criteria set forth in the invitation to negotiate and shall select, based on the ranking, one or more vendors with which to commence negotiations."

Reference is also made to the Seminole County Government Administrative Code Section 330.23 paragraph ( c) which states, "Award can be made to the most responsive, responsible offeror whose proposal is determined to be the most advantageous to the County in accordance with the evaluation criteria contained in the RFP" and further in the same paragraph that "Offerors shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.



August 19, 2003

The process used for this bid has been in direct violation of the above statutes. Additionally, we feel that the proposal submitted by RGI Datacom was prejudiced by remarks made during the meeting of July 23, 2003. Further, the audio tape of this meeting was reportedly damaged, not allowing a record of such remarks to have been preserved for this protest. It is my opinion that the decision for this award was made prior to the RFP being posted.

I can be reached at 407-339-7111 x101.

Sincerely,



Tony Rossi

CC: Ann Colby, Assistant County Attorney  
Betsy Cohen, Purchasing Supervisor  
Chris Grasso, IT Director

**SEMINOLE COUNTY**

**Department of Fiscal Services  
Purchasing and Contracts Division**  
1101 East First Street, Room 3208  
Sanford, FL 32771  
Phone: (407) 665-7116

Fax: 407-339-6995

August 22, 2003

Mr. Tony Rossi  
RGI Datacom, LLC.  
974 Explorer Cove, Suite 112  
Altamonte Springs, FL 32701

**Subject: Your protest dated August 19, 2003 concerning RFP-4186-03/JVP;  
Professional LAN/WAN Intrusion Security System**

Dear Mr. Rossi:

This is in response to your protest concerning the subject procurement and staff recommendation to award the procurement to Coleman Technologies, Inc. In accordance to Section 330.70 of the Seminole County Administrative, the following is the Purchasing and Contracts Manager's comments and determination concerning your protest:

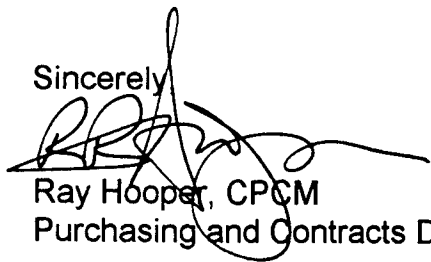
- Concerning Ms. Patterson's note of a recent audit on her evaluation sheet, CSI Computing Innovations is currently providing Qualys subscriptions. Qualys is a tool that provides weekly scans of various servers and reports back potential vulnerabilities. A copy of this report was provided in CSI's proposal, which was annotated by Ms. Patterson. The report was not provided by the County as you alleged, but rather CSI provided this report in their proposal. All vendors received the same information and deliverables during the solicitation phase of the procurement.
- After careful review of the evaluation process, I find that the evaluation criteria set forth in the solicitation was utilized and staff evaluated the proposal in accordance to the evaluation criteria stated on page 15 of the solicitation.

- Concerning your comment regarding Section 330.23, paragraph 5 (c) regarding best and final offers, which refer to revision of proposals once they are submitted. Staff did not request revisions of proposal after submissions; therefore this provision of the code is not pertinent.
- Concerning your comment regarding prejudice of your proposal during the meeting held on July 23, 2003, the evaluation of your proposal by the evaluation team was conducted prior to this meeting and the purpose of this meeting was to discuss the results of your proposal evaluation. As stated in my previous letter concerning the damaged tape that you requested, we apologize for not been able to provide you a copy of the tape, but rather a summary of the minutes. Since you and your staff was a party to this meeting, your notes and recollection would further supplement the summary that we provided you.

Based upon the above, I find that the subject procurement is in compliance with the solicitation and the Seminole County Code. Therefore, it is my decision to reject your protest do to the lack of merit. You may appeal this decision in accordance with Section 330.70 of the Seminole County Administrative Code. We appreciate your time and efforts in responding to Seminole County's requirements.

If you have any questions or need further assistance, please contact my office at 407-665-7111.

Sincerely



Ray Hooper, CPCM  
Purchasing and Contracts Division Manager

cc: Mr. J. Kevin Grace, County Manager  
Ms. Ann Colby, Assistant County Attorney  
Mr. Chris Grasso, IT Director

DRAFT

**SECURITY SYSTEM MANAGEMENT SERVICES AGREEMENT (RFP-4186-03/JVP)**

**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 "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 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 contractor to work together with Seminole County to monitor threats, identify potential security solutions, assist in the implementation of security solutions and provide technical support and guidelines; and

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

**WHEREAS**, the CONTRACTOR is competent and qualified to provide security system management services to the COUNTY and desires to provide services according to the terms and conditions stated herein,

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

**SECTION 1. SERVICES.** The COUNTY does hereby retain the CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Purchase Orders authorizing performance of the specific

task. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

**SECTION 2. TERM.** This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of two (2) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial terms shall be considered probationary; during that period the COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to the CONTRACTOR.

**SECTION 3. AUTHORIZATION FOR SERVICES.** Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit "B". Each Purchase Order shall describe the services and shall state the dates for commencement and completion of work and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available Purchase Orders nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

**SECTION 4. TIME FOR COMPLETION.** The services to be rendered by the CONTRACTOR shall be commenced, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time specified therein.

**SECTION 5. COMPENSATION.** The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed Fee Basis," then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The compensation paid to the CONTRACTOR pursuant to this Agreement shall not exceed the sum of \_\_\_\_\_ per year.

**SECTION 6. PAYMENT AND BILLING.**

(a) The CONTRACTOR shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other information required by this Agreement.

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 Information Technologies Department  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

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

**SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.**

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONTRACTOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement herein less any amount already paid by the COUNTY. The COUNTY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

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

(c) The CONTRACTOR 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 the CONTRACTOR'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 (b) of this Section.

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

**SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR.** Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services or materials required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

**SECTION 9. TERMINATION.**

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of



whatever type or nature as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include 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 any fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively 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 for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT.** Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, the Agreement shall prevail.

**SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT.** The CONTRACTOR 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, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. 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.** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole 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. CONFLICT OF INTEREST.**

(a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individ-

ual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

**SECTION 14. 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 other party and in such cases only by a document of equal dignity herewith.

**SECTION 15. SUBCONTRACTORS.** In the event that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 16. INDEMNIFICATION OF COUNTY.** The CONTRACTOR agrees to hold harmless, indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to

the provision of services hereunder by the CONTRACTOR.

**SECTION 17. INSURANCE.**

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) The CONTRACTOR 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 CONTRACTOR, the CONTRACTOR 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 CONTRACTOR 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.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR 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 nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR 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 CONTRACTOR shall, as soon as the CONTRACTOR 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 CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR 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) The CONTRACTOR's insurance shall cover the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR and its subcontractors is 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 CONTRACTOR's insurance shall cover the CONTRACTOR 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 CONTRACTOR (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	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. The CONTRACTOR shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by CONTRACTOR 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 CONTRACTOR.

(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 CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

#### **SECTION 18. 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 with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONTRACTOR 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 CONTRACTOR 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 19. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.**

(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 the CONTRACTOR, shall designate in writing and shall advise the CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this 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) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONTRACTOR who are authorized to act in behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

**SECTION 20. 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 no 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 21. 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 22. 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 co-partners between the parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**SECTION 23. EMPLOYEE STATUS.** Persons employed by the CONTRACTOR 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 24. SERVICES NOT PROVIDED FOR.** No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

**SECTION 25. PUBLIC RECORDS LAW.** CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, 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. CONTRACTOR also acknowledges the Public Records Law exemptions under Sections 281.301 and 119.07(3)(ee), Florida Statutes and agrees to maintain confidentiality of documents under those exemptions as directed by the COUNTY.

**SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the CONTRACTOR 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 CONTRACTOR.

**SECTION 27. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or 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:**

Seminole County Information Technologies Department  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

**FOR CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 28. RIGHTS AT LAW RETAINED.** The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

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 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  
 3/18/03  
 rfp-4186

Attachments:

- Exhibit "A"- Scope of Services
- Exhibit "B"- Sample Purchase Order