

MISCELLANEOUS CONTRACTS

- 38. Award M-0398-06 - Annual Service, Support and Software for RedAlert, to Alpine Software Corporation, Pittsford, NY (Estimated Not-to-Exceed \$30,000.00 per year).**

In 2002, under RFP-4154-02, the County purchased a multi-jurisdictional Fire & EMS Reporting System (a software program called RedAlert) to be in compliance with applicable state law. That contract was competitively awarded to the lowest priced, responsive, responsible offeror; Alpine Software Corp. of Pittsford, NY. The contract included RedAlert software support for three years.

M-0398-06 will provide for the continued annual support, licenses, maintenance and software upgrades for RedAlert proprietary software used by Public Safety. RedAlert software provides Public Safety with the Incident Reporting Module; EMS Reporting and Billing Module; Daily Log Module; Personnel Module; Training Module; and Security Module.

Public Safety/EMS/Fire/Rescue Division and Fiscal Services/Purchasing and Contracts Division recommend award to the proprietary software manufacturer, Alpine Software Corporation. The contract will cover basic maintenance, annual support and licenses at an estimate annual cost of \$30,000.00. The contract will also allow for the use of work orders should additional upgrades, new modules or additional site licenses be necessary.

Any additional required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study.

The contract will take effect upon the date of execution and shall run for a base period of one (1) year with four 1-year renewal options giving a total contract term of five (5) years. The estimated amount over the five (5) year period is \$150,000.00.

Funds are available in account numbers 056100.530340 and 055018.530520. Public Safety/EMS/Fire/Rescue and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the contract and authorize the Purchasing Division to execute the agreement.

Provision Software License Issue TJSJ

SEMINOLE COUNTY - PURCHASING AND CONTRACTS DIVISION

W10

SOLE SOURCE

PROPRIETARY SOURCE

M-
Contract
With
Work order

Date Requested: 01/02/05

Requisition No.: _____

Requestor: Cindy Luttfiring

Telephone/Ext.: 5128

Department/Division: Public Safety/Fire

Description of Products/Services: Annual Service, Support and Software for RedAlert.

Make: Manufacturer: Alpine Software, Inc.

Justification of Need (Please attached additional information as appropriate): The RedAlert System Software, support and maintenance are proprietary products and services developed, distributed, and provided exclusively by the Alpine Software Incorporated.

Miscellaneous Contract shall be a period of 5 years.

Does the requirement comply with the sole/proprietary source as described in Section 220.4 (nnn)? Yes No

Proposed Vendor: Alpine Software, Inc. , Contact Ryan Kaza 800-787-6446

Other Companies contacted: (Attach documentation of each firm contacted)

Approval Process:

ARoss; 11/2/05

Requesting Division Manager's Signature: [Signature]

Date: 11/2/05

Requesting Department Director's Signature: [Signature]

Date: 11/3/05

Purchasing and Contracts Division Determination:

Analyst Determination: Concur Yes No

Date: _____

Supervisor Determination: Concur Yes No

Date: 11/4/05

Comments: _____

Purchasing and Contracts Manager Determination: Approval Disapproval

Manager Signature: [Signature]

Date: _____

Comments: _____

11-0358-04

Purchase Order No.: _____

Amount of Purchase: \$ _____

OC - 800358



PO Box 281
(800) 787-6446 (585) 264-9080
Fax: (585) 264-9844
www.AlpineSoftware.Com

October 25, 2005

Mary Asbury
Seminole County Public Safety
150 Bush Blvd.
Sanford, FL 32773

Dear Ms. Asbury:

As we discussed during our phone conversation October 25, 2005, the RedAlert™ System software, support and maintenance are proprietary products and services developed, distributed, and provided exclusively by the Alpine Software Incorporated.

If anyone has further questions regarding this please have them contact our office at **(800) 787-6446**.

Sincerely,

Ryan Kaza
Alpine Software

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

**BASIC CONTRACT
NUMBER M-0398-06**

Contract Title: Annual Service, Support and Software for RedAlert

Contractor: Alpine Software Corp.
Address: P.O. Box 281
Pittsford, NY 14534

ATTACHMENTS TO THIS CONTRACT:

- drawings/plans/specifications
- scope of services
- special conditions
-

METHOD OF COMPENSATION:

- fixed fee basis
- time basis-not-to-exceed
- time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the Contractor are described in the Scope of Services and shall commence upon execution of this Contract by the parties.

Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the County to place any orders for work.

The resulting contract will be for a base period of one (1) year with four 1-year renewal options giving a total contract term of five (5) years. Failure to meet the completion date may be grounds for Termination for Default.

Contract Amount: THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on this _____ day of _____, 2005, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

Alpine Software Corp.

ATTEST:

(CORPORATE SEAL) _____, Secretary

By: _____, President
Date: _____

----- ***** ----- ***** ----- ***** ----- ***** -----

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

Contracts Analyst

By: _____
Peter W. Maley, Contracts Supervisor

Contracts Analyst

Date: _____
As authorized by Section 330.3, Seminole
County Administrative Code.

ON #14005

CONTRACT GENERAL TERMS AND CONDITIONS

SECTION 1. INTRODUCTION. These General Terms and Conditions are amended or supplemented by the Supplementary Conditions attached hereto and incorporated as Exhibit "A".

SECTION 2. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish those services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "B".

SECTION 3. METHOD OF COMPENSATION - If the compensation is based on a:

(1) FIXED FEE BASIS, then the Contract Amount becomes the Fixed Fee Amount and the CONTRACTOR shall perform all work required by this Contract for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONTRACTOR to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONTRACTOR be paid more than the Fixed Fee Amount.

(2) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Contract Amount becomes the Not-to-Exceed Amount and the CONTRACTOR shall perform all the work required by this Contract for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONTRACTOR authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Contract. The CONTRACTOR's compensation shall be based on the actual work required by this Contract and the Labor Hour Rates established in the Scope of Services.

(3) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Contract Amount becomes the Limitation of Funds amount and the CONTRACTOR is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the COUNTY whenever the CONTRACTOR has incurred expenses on this Contract that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONTRACTOR's compensation shall be based on the actual work required by this Contract and the Labor Hour Rates established in the Scope of Services.

SECTION 4. PAYMENT: (a) Payments shall be made to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amount due based on the total required services actually performed and accepted. Upon review and approval of the CONTRACTOR'S invoice, the COUNTY shall, within thirty days of receipt of invoice, pay the CONTRACTOR.

(b) At the end of each month, CONTRACTOR shall render to the COUNTY a properly dated, itemized invoice that includes, but not limited to, the following:

- (1) The name and address of the CONTRACTOR.
- (2) The contract number.

(3) A complete and accurate time record of services performed by the CONTRACTOR during the month for which the COUNTY is billed.

(4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and

(5) Such other information as may be required by this Contract 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 the address specified in the SUPPLEMENTARY CONDITIONS.

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

SECTION 5. AUDIT OF RECORDS. (a) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) and of this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as required by Section 3(d).

(b) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Contract in such a manner as will readily conform to the terms of this Contract and to make such materials available at CONTRACTOR'S office at all reasonable times during the Contract 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 Contract, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 6. RESPONSIBILITY OF CONTRACTOR. (a) CONTRACTOR shall be responsible for the professional quality, technical accuracy and the coordination of all deliverables, including but not limited to, plans, studies, reports and other services furnished by CONTRACTOR under this Contract. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(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 Contract or of any cause of action arising out of the performance of this Contract and the CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONTRACTOR'S performance of any of the services furnished under this Contract.

SECTION 7. OWNERSHIP OF DOCUMENTS. All deliverables, including but not limited to, reference data, survey data, plans and reports that result from the CONTRACTOR'S services under this Contract shall become the property of the COUNTY after final payment for the specific service provided is made to CONTRACTOR. No changes or revisions to the documents furnished by CONTRACTOR shall be made by COUNTY or its agents without the written approval of CONTRACTOR.

SECTION 8. TERM. This Contract shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.

SECTION 9. TERMINATION. (a) The COUNTY may, by written notice to the CONTRACTOR, terminate this Contract, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill CONTRACTOR'S Contract obligations. Upon receipt of such notice, the CONTRACTOR 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 CONTRACTOR in performing this Contract, whether completed or in process.

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

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

(d) If, after notice of termination for failure to fulfill Contract obligations, it is determined that the CONTRACTOR 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 Contract 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 Contract.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT.

CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Contract 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 11. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, COUNTY shall have the right to terminate the Contract at its discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. ASSIGNMENT. This Contract, 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 13. SUBCONTRACTORS. In the event CONTRACTOR, during the course of the work under this Contract, requires the services of any subcontractors or other professional associates in connection with service covered by this Contract, CONTRACTOR 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 Contract, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 14. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

SECTION 15. INSURANCE. (a) General. The CONTRACTOR shall at the CONTRACTOR'S own cost, procure insurance as required under this Section and in the amounts specified in the Supplementary Conditions.

(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 Contract and that the insurance is in full compliance with the requirements of the Contract. 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 Contract and that the insurance is in full compliance with the requirements of the Contract. **The Certificate shall have this Contract number clearly marked on its face.**

(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 or failure to disapprove the insurance furnished by CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility for performance of any obligation including CONTRACTOR'S indemnification of COUNTY under this Contract.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Contract 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 Contract, 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 Contract. 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 Contract.

SECTION 16. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Contract, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Contract and ADR procedures therefore are set forth in Section 330.71, "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 17. REPRESENTATIVE OF COUNTY AND CONTRACTOR.

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

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

SECTION 18. ALL PRIOR CONTRACTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, Contracts or understandings applicable to the matters contained herein and the parties agree that there are not commitments, Contracts or understandings concerning the subject matter of this Contract 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 Contracts, whether oral or written.

SECTION 19. 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 20. 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 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 an independent contractor with respect to all services performed under this Contract.

SECTION 21. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Contract 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 22. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 23. PUBLIC RECORDS LAW. CONTRACTOR 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. CONTRACTOR 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 Contract and that said statute controls over the terms of this Contract.

SECTION 24. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Contract, are in addition to any other rights and remedies provided by law.

SECTION 25. COMPLIANCE WITH LAWS AND REGULATIONS.

In providing all services pursuant to this Contract, 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 Contract, and shall entitle the COUNTY to terminate this Contract immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 26. CONFLICT OF INTEREST.(a) The CONTRACTOR 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 Contract 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 CONTRACTOR 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 CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Contract.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Contract will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

SUPPLEMENTARY CONDITIONS

SECTION 1. INTRODUCTION. These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below.

SECTION 2. WORK PERFORMED BY CONTRACTOR. The CONTRACTOR must perform at least 50% of the total Work as measured by cost (Equipment and labor) within his own organization and excluding Material costs. A failure of the CONTRACTOR to perform the required percentage of Work within his own organization constitutes a Material breach of this Contract.

SECTION 3. EMERGENCY PHONE NUMBERS: Seminole County Public Safety (407) 665-5114
Seminole County Purchasing (407) 665-7119

SECTION 4, DUPLICATE INVOICE: A duplicate copy of the invoice shall be sent to:
Public Safety
150 Bush Blvd.
Sanford, FL 32773

SECTION 5. 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:
Seminole County
Public Safety
150 Bush Blvd.
Sanford, FL 32773

FOR CONTRACTOR:
Alpine Software Corp.
P.O. Box 281
Pittsford, NY 14534

SECTION 6, INSURANCE SPECIFICATIONS. (a) 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 Section. Except as otherwise specified in the Contract, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Contract completion date. **The Insurance Certificate shall have this Contract number clearly marked on its face.** The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability. (A) 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 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)
\$ 500,000.00	(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:

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

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

(b) Coverage. The insurance provided by CONTRACTOR pursuant to this Contract 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.

(c) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Contract 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.

(d) 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 Contract.

Scope of Services

The County entered into a contract (RFP-4154-02) with Alpine Software Corp on July 22, 2002, which provided a new multi-jurisdictional Fire & EMS Reporting system that features an Incident Reporting Module; EMS Reporting and Billing Module; Daily Log Module; Personnel Module; Training Module; and Security Module that are in compliance with all applicable state laws.

Public Safety is requesting a proprietary source agreement with work orders be entered into with this vendor to provide the following additional services:

- Annual support which shall not exceed 15% of the original system cost including allowances for a verified cost of business increases not to exceed a support fee of an additional 7%.
- Additional licenses as required and approved by the budget process. Licenses shall be purchased in negotiated lots of 10.
- Purchase of additional software modules offered by this vendor as required for basic services and approved by the budget process.

This agreement shall be for a period of five (5) years.



Department Management Software

ALPINE SOFTWARE CORP
PO Box 281
Pittsford, NY 14534
800-787-6446 • 585-264-9080
Fax: 585-264-9844
www.alpinesoftware.com

10-11-0

Angel Nater
EMS Performance Management
Blvd.
FL 32773

Proposal: S
RedAlert Network I

19/02/2005

PO Number: NA

ork License

Number of Users: 10
Cost Per Additional User.. 395.00

Network Cost:

This proposal includes 10 additional RedAlert Application licenses.

and Comments

This proposal is supplementary to the existing Seminole RedAlert System.

The department is responsible for network set up and installation.

The proposal includes 1 year of system support through current Seminole County Fire & Rescue support agreement.

The proposal expires in 90 days.

Summary

D - Network Cost	3,950.00
H - Annual Support	592.50
Total:	4,542.50

2. Alpine determines disposition and proper action to be taken.
3. Alpine will notify user that the correction has been made. The user is free to utilize the Internet Update to download the patch at anytime.
4. If a request occurs that will change or enhance the current program (custom request). The request will be evaluated by Alpine's programming department. If the request will help other current users with no detriment to any existing systems, Alpine may make the modification. Request will be looked at on a case by case basis.

Modification Policy Statement

Alpine Software Corporation incorporates features for current customers into the RedAlert™ System that meet the following requirements:

Modifications cannot adversely affect other users. The RedAlert™ Updating Routine includes all enhancements. Therefore a new feature must be acceptable to the current user base.

Software Advisory Board (SAB)

Alpine Software has created a Software Advisory Board (SAB) to assist the system designers in determining what features are to be programmed first. This board is made up of current users that have full knowledge of the RedAlert™ System and what its future capabilities can be.

The Alpine Software technical support team provides the following:

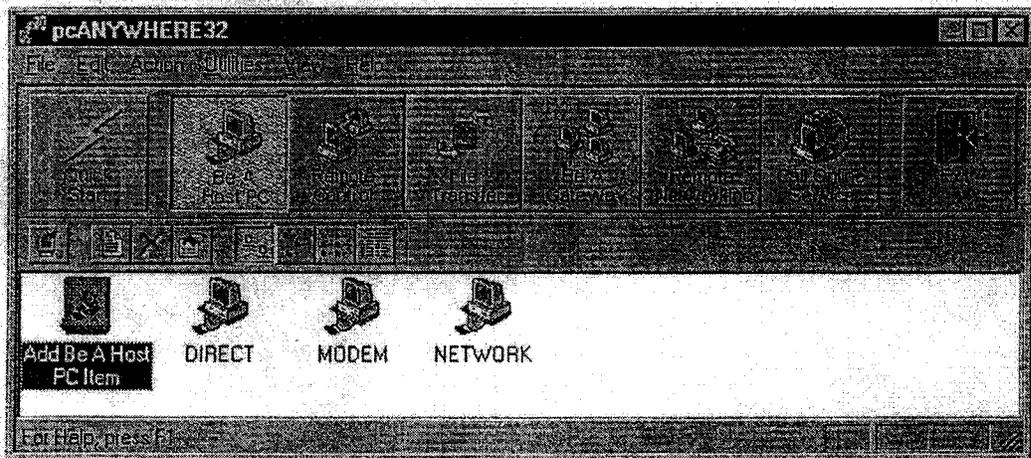
- Toll Free Support - Monday thru Friday, 8:00am - 6:00pm.
- 24 hour Pager Service for selected customers.
- Constant system upgrades.
- Remote Dial In for peer to peer feature demonstration and evaluation.
- Internet Web Site for on-demand downloads.

Updates can be downloaded directly to your machine via the Internet.

Users are required to purchase either the latest version of pcANYWHERE or Laplink for Windows. The computer must also have a modem connected to a dial up phone line. Yearly support is initially 15% of the original system cost including network license. To cover increasing costs of business over time, we reserve the right to increase your support by no more than 7 percent in any one year (for example, if you have a \$5,000 system, support in the initial year will be \$750. The most it can increase the following year is \$52.50).

2005 ANNUAL SUPPORT AMOUNT SHALL BE \$7,834.32.

Data conversion, installation, and training costs are not included in the support cost calculation.



For customers with the software maintenance agreement, service requests are requests by customers for changes to their operating software to eliminate bugs or errors within the existing system. They are handled in the following manor:

1. User faxes or E-Mails request to Alpine at (716) 264-9844. User must describe in detail what the problem is, and when it occurs.