



BOARD OF COUNTY COMMISSIONERS

DATE: December 16, 2014

AGENDA ITEM NO. 21

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

 **County Administrator's Signature:**

Subject:

Purchase Authorization 9-1-1 Equipment and Emergency Notification Software and Services
Contract No. 134-0454-PB (RG)

Department:

Regional 9-1-1 / Purchasing

Staff Member Responsible:

Chuck Freeman / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS APPROVE THE PURCHASE AUTHORIZATION OF 9-1-1 EQUIPMENT AND EMERGENCY NOTIFICATION SOFTWARE AND SERVICES WITH CAROUSEL INDUSTRIES OF NORTH AMERICA, INC., EXETER, RHODE ISLAND, PER THE PRICING TERMS AND CONDITIONS OF HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (HGAC) CONTRACT NO. EC07-14.

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN THE SALES AND SERVICE AGREEMENT.

Summary Explanation/Background:

This request for purchase authorization is to utilize the Houston-Galveston Area Council of Governments (HGAC) contract no. EC07-14 as a short term mechanism to provide maintenance and support services for all 9-1-1 telephone equipment located at the different Public Safety Answering Points (PSAPs) throughout the County.

More specifically County required services include 24/7 second tier maintenance and support for Nortel (PBX equipment), Cassidian Communications (VESTA equipment), and all legacy equipment, as well as an onsite technician dedicated to work at the various PSAPs during regular business hours (Mon-Fri / 8am-5pm). Discount percentages for onsite labor reflect savings of 49% while maintenance services reflect savings of 12% when compared to Carousel list pricing.

HGAC is a regional Texas procurement service dedicated to assist local governments in reducing costs through cooperative competitive procurement. Products and services offered through HGAC have been subjected to either competitive bid or competitive proposal processes based on statutes for Councils of Governments under Texas Government Code.

Services will commence on January 1, 2015 for a term of eighteen (18) months through June 30, 2016. During the next year, staff intends to develop specifications for the purpose of releasing a County initiated competitive bid process. Costs will be compared to the HGAC contract with a decision to be made for future requirements.

Fiscal Impact/Cost/Revenue Summary:

Funding is provided through the E9-1-1 Service Fund Fee.
Estimated eighteen (18) month expenditure not to exceed: \$766,874.61

Exhibits/Attachments Attached:

- Master Sales and Service Agreement (MSSA)



Equipment Location Address:				Page 1 of 34	
Customer Name:	Pinellas County FL E911	Contract Start Date:	January 1, 2015	Install Date:	
Street Address:	Multi-site as listed below	Customer Contact:	Chuck Freeman	Created Date:	10/31/2014 r4
City, State, Zip:		Telephone No:	(727) 464-3852	Created By:	JoAnn Lancia
Active MSSA on file?	no	Email:	cfreeman@pinellascounty.org	AE:	Kelsey Lindholm
SLX Opportunity #:	173335		New		
					0

NOTE: Service Agreement and Pricing expires, unless signed within 60 days from Created Date listed above.

Customer requests services for the following products and locations as described in EXHIBITS A and B. Provided there is no **Master Sales and Service Agreement (MSSA)** in effect between the parties, this service agreement shall be subject to the terms and conditions on this agreement. If there is a MSSA in effect between the parties, this service agreement shall be subject to the terms and conditions of that MSSA.

NOTE: Products in Exhibit B listed as **EXT SUP** will be supported under the terms of Extended Support listed in section 3.8 in Exhibit F.

NOTE: ORIGINAL EQUIPMENT MANUFACTUTURER (OEM) SUPPORT, AT A MINIMUM, MUST BE IN PLACE FOR ACCESS TO ANY MANUFACTURER-PROVIDED SOFTWARE UPDATES, PATCHES OR SERVICES. UPON RECEIPT OF SIGNED AGREEMENT, OEM SUPPORT MAY TAKE UP TO THIRTY (30) DAYS TO ESTABLISH WITH THE MANUFACTURER.

EXHIBIT A – ESSENTIAL Coverage Option Purchased

Coverage Option: Remote + Onsite + Agency - 24x7

Qty	Service Description	Term Months	Coverage	Payment Type		Price
1	Carousel Tier 1+2 Remote Support	18	24X7x365	Annual		included
1	Carousel 4-Hour Onsite Support	18	24X7x365	Annual		included
1	Carousel Vendor Agency – Airbus DS	18	24X7x365	Annual		included
1	Carousel Vendor Agency - Telco	18	24X7x365	Annual		included
1	Airbus Software Support	18	24X7x365	Annual		included
1	Carousel Advanced Hardware Replacement	18	24X7x365	Annual		included
2	Crash Kits for Carousel provided Spare Parts	18	24X7x365	Annual		included
1	Onsite Dedicated Resource	18	24X7x365	Annual		202,800.00
1	E 9-1-1 Pinellas Regional 9-1-1 Primary Host A *(included Software Support from 9/15-6/16)	18	24X7x365	Annual		350,272.11
1	E 9-1-1 Pinellas Regional 9-1-1 Primary Host B	18	24X7x365	Annual	Included in Side A	
1	E 9-1-1 City of Largo Police Department	18	24X7x365	Annual		7,071.00
1	E 9-1-1 City of Pinellas Park Police Department	18	24X7x365	Annual		4,419.65
1	E 9-1-1 City of Tarpon Springs Police Department	18	24X7x365	Annual		1,767.86
1	E 9-1-1 City of St. Petersburg Police Department	18	24X7x365	Annual		8,838.00
1	E 9-1-1 City of Clearwater Police Department	18	24X7x365	Annual		112,855.50
1	E 9-1-1 Regional 911 Backup	18	24X7x365	Annual		78,850.00
					Payment:	\$ 766,874.61

Spare parts replacement is covered by Carousel Industries

EXHIBIT B - Addresses, Products and Hours covered under this agreement

COVERAGE OPTION NOTES:

**HGAC Contract Part # 24x7x365-SA
00531-LABOR-REG
005831-LEGACY-SPT-AGENCY**

Nortel Maintenance and PASS

Petersburg Police Dept. 1300 1st Ave. N. St. Petersburg, FL 33705

	Equipment	Description	Term in Months		Coverage	Payment
System	CS1000M SG		18	84	Full Coverage 24x7	Annual
Voicemail	n/a					
PBX Serial Number	D17266					
VM Serial Number	n/a					
UTILITY COUNTS						
Material Code						
	QTY					
	105	Total PBX Ports (Switch & Sets)	18	84	Full Coverage 24x7	Annual
	40	Digital/IP Stations	18	84	Full Coverage 24x7	Annual
	65	TDM Trucks	18	84	Full Coverage 24x7	Annual
	1	Contact Center Servers	18	84	Full Coverage 24x7	Annual
	1	24X7 PBX Monitor	18	84	Full Coverage 24x7	Annual

PASS: PBX SERIAL NUMBER: D17266 SUS/QRN: 1142311

Part Number	Qty	Description	Term in Months	Payment Type: Annual
GE4300AQQ	125	CS1000 - Partner Assurance Software Support - Tier 2 (101-1199 users) Basic - SLNAQQ	18	A
GE4300AJ1	1	Contact Center Manager - Nodal Base System Partner Assurance Software Support Basic -SLAJ1	18	A
GE4300AK1	40	Contact Center Manager - 1-499 Standard Voice Agents Partner Assurance Software Support Basic -SLAK1	18	A

Pinellas County Multisite E911 Norrtel Ded tech 3rd Party Cassidian Final11.21.14.docx

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St Petersburg PD – Secondary PSAP 645 Pierce Street Clearwater, FL 33756

	Equipment	Description	Term in Months		Coverage	Payment
System	Opt.61C CP-PIV		18	84	Full Coverage 24X7	Annual
Voicemail	n/a					
PBX Serial Number	318807130					
VM Serial Number	n/a					
UTILITY COUNTS						
Material Code						
	QTY					
	84	PBX Ports (Switch & Sets)	18	84	Full Coverage 24X7	Annual
	20	Digital/IP Stations	18	84	Full Coverage 24X7	Annual
	64	TDM Trunks	18	84	Full Coverage 24X7	Annual
	1	24x7 PBX Monitor	18	84	Full Coverage 24X7	Annual

PASS: PBX SERIAL NUMBER: 318807130 SUS/QRN: 1142306

Part Number	Qty	Description	Term in Months	Payment Type: Annual
GE4300AQP	100	CS1000 - Partner Assurance Software Support - Tier 1 (1-100 users) Basic - SLNAQP	18	A

ITEMS COVERED:
St. Petersburg – Secondary PSAP 1300 1st Ave N. Petersburg, FL
Legacy Equipment

<i>Qty.</i>	<i>Part No.</i>	<i>Description</i>
1	870810-01101	VCDR SVR MOD
12	870810-01102	VCDR MNTR LIC
2	04000-01004-50	CBL SRL DB25M/DB25F 50FT
12	63000-192808	MNTR FP 19IN
12	04000-01544	DELTA 44 MAT AUDIO CARD
12	850808-00702	AUDIO CONTROL UNIT (ACU)
27	04000-01014-10	CBL SRL DB25M/DB9F 10FT
2	04000-01004-10	CBL SRL DB25M/DB25F 10FT
1	04000-00612	CBL KVM PS/2 CONSOLE
4	04000-60614	CBL KVM PS/2 PC
3	04000-00284	SQL 2005 CAL RUNTIME STD
1	65000-00083	TAPE CLEANING SDLT
1	04000-01049	SWITCH PROCURVE 24-PORT
2	65000-00220	CARD SRL PCI/E 8-PORT
2	870890-07501	CPR/SYSPREP IMAGING
1	871299-00804.0U	MAGIC 4.0 UPGD W/O SQL
3	62040-G614401	SVR RACK DL380/G6
3	06500-00201	2-POST RELAY RACK MNT KIT
4	65000-00082	TAPE CART SDLT
1	65000-03133	CBL USB SHLD M/M 10FT
2	871299-00720U	MG INTG NICE CLIENT UPGD
3	04000-00392	SVR WIN2008 R2 DGRD +5CAL
2	65000-00219	CBL DIGI DTE FAN 8-PORT
1	660001-00040	BLKBX TL160A-R2 DATA BUFF
1	04000-01584	BLKBX TL158A-R4 DATACAST
4	64000-20055	HARD DRIVE 146GB SAS 10K
12	61000-F204801X	WKST INTG HP XW4600 XP

2	04000-00069	CBL MODEM
1	04000-03012	SECURE FIREWALL SG310
2	04000-03013	SECURE FIREWALL SPT 1YR
2	64034-50014	MODEM 56K EXT
1	04000-00284	SQL 2005 CAL RUNTIME STD
1	64040-60058	PRNTR B&W P3005D
2	870899-00202.2U	VCS 2.2 LIC/DOC/MED UPGD
11	870899-00602U	VM1 LIC 2.2U
1	63002-172805	MNTR NEC 17IN
1	04000-002B2	KVM 2-PORT SWITCH
2	04000-RMM19	BRKT 19IN RACK MTG/ARBITR
1	870809-00301	V TIME SYNC MOD
1	65000-00005	PATCH PNL 24-PORT
30	65000-00002	CBL PATCH PNL/SW GRAY 3FT
2	06500-55053-S	EQUIPMENT SVR RACK 19IN
2	870809-00201	V ALI INTF MOD
1	870899-00202.0	VM1 2.0 LIC/DOC/MED
3	871299-00201	MAGIC LIC ONLY
1	65000-00005G	PATCH PNL 24-PORT
1	04000-004B4	KVM 4-PORT SWITCH
1	04000-00907	CBL SDLT SCSI 68-PIN
1	6400C-50018	TAPE BKUP SDLT EXT
1	65000-00174	ADPTR STORAGE CTRL
1	64040-60037	PRNTR SVR 620N

Clearwater - Secondary PSAP - 645 Pierce Street Clearwater. FL 33756

Legacy Equipment

Qty.	Part No.	Description
1	04000-002B2	KVM 2-PORT SWITCH
2	04000-00353	SVR WIN 2003 CAL 5-PAK
3	04000-00355	SVR WIN 2003 + 5CAL
1	04000-00392	SVR WIN2008 R2 DGRD +5CAL
1	04000-00606	CBL KYBD ARBITRATOR
2	04000-01004-10	CBL SRL DB25M/DB25F 10FT
3	04000-01004-50	CBL SRL DB25M/DB25F 50FT
22	04000-01014-10	CBL SRL DB25M/DB9F 10FT
1	04000-01017	CBL SATA 24IN
3	04000-01024	SWITCH 10/100 24-PORT
22	04000-01544	DELTA 44 MAT AUDIO CARD
19	04000-02216	VM1 PHN BNDL W/O HDST
3	04000-02216	VM1 PHN BNDL W/O HDST
44	04000-22203	22BTN ADDON MOD
2	04000-60610	CBL ARBTR MKM/CPU ADPTR
22	04000-78203	DUAL FOOTSTAND
1	04000-RMM19	BRKT 19IN RACK MTG/ARBTR
2	04000-RS232	BLKBX TL601A-R2 DATASHARE
2	06500-21103-S	EQUIPMENT SVR RACK 23IN
2	06500-37353	TRAY KYBD/MNTR
16	61000-F204801X	WKST INTG HP XW4600 XP
1	62030-B614401	SVR BASE TWR ML370/6
2	62030-E102401	SVR BASE TWR HP
1	62030-F102402	SVR ENH TWR HP
2	63002-172802	MNTR FP BK 17IN
19	63002-192802	MNTR FP BK NEC 19IN
3	63002-192805	MNTR W/SPKR NEC 19IN
3	64001-20035	HARD DRIVE 36G 15K CPQ
2	6400C-20012	HARD DRIVE 73G 15K BKUP

1	6400C-20015	HARD DRIVE BKUP 147GB 10K
1	6400C-20022	HARD DRIVE 500GB SATA
1	64034-50015	MODEM 56K EXT SVR
1	64034-50016	MODEM 33.6K EXT
1	6403C-50012	MODEM ROUTER 256K EXT
1	64040-60016	PRNTR COLOR USB HP
45	65000-00002	CBL PATCH PNL/SW GRAY 3FT
1	65000-00005	PATCH PNL 24-PORT
1	65000-00005G	PATCH PNL 24-PORT
4	65000-00085	HARD DRIVE FRAME/CARRIER
1	65000-00143	GRAPHICS QUAD 128 PCIE LP
1	65000-00155	CARRIER/FRAME SATA
1	65000-03133	CBL USB SHLD M/M 10FT
2	800323-05504RX	PNL ADPTR SET
21	850808-00702	AUDIO CONTROL UNIT (ACU)
2	870809-00201	V ALI INTF MOD
1	870809-00301	V TIME SYNC MOD
19	870810-00602	VIRR PHN/RAD MOD
1	870810-00901	VMULTI QUEUE DISP MOD SYS
22	870810-01001	V22 BTN ADD-ON MOD
1	870810-01101	VCDR SVR MOD
16	870810-01102	VCDR MNTR LIC
3	870890-07501	CPR/SYSPREP IMAGING
1	870890-14101	VM1 2.2 SP2+
1	870899-00102.0	VSTD 2.0 LIC/DOC/MED
1	870899-00202.2	VCS 2.2 LIC/DOC/MED
1	870899-00202.2U	VCS 2.2 LIC/DOC/MED UPGD
21	870899-00602	VM1 2.2 LIC
2	870899-02101	VESTA SCCS SVR INTF LIC
22	870899-02201	VESTA SCCS WKST INTF LIC
1	871299-00804.0U	MAGIC 4.0 UPGD W/O SQL
3	871299-01601	MG 4.X/5.X DATA CLCTN LIC

Multi-PSAP, Geo Redundant VESTA 4X

Pinellas County Public Safety Complex (PSC) Side A –

10750 Ulmerton Rd. Largo, FL 33782

Cassidian Communications 4X System

Qty.	Part No.	Description
		Cassidian Communications 4X System
1	870899-00104.0	VESTA 4.0 S-SWITCH L/D/M
1	873099-03002	R4 CAD INTF LIC
1	04000-01584	BLKBX TL158A-R4 DATACAST
1	04000-01010	CBL DB25M/DB25M 10FT
1	04000-01751	TS-4 PORT TERMINAL SVR
1	65000-00182	CBL RJ45-10P/DB25M 4FT
		Server Equipment
1	853031-DLSVRGEO	R4 DL SVR BNDL - GEO
2	64000-30026	PROCESSOR E5620 DL380/7
		<i>Note: (2) Drives for mirrored array in MDS server and (2) Drives for mirrored array in DDS server.</i>
2	64000-40085	2GB RAM ML/DL G6 SVR
12	04000-00394	SVR WIN2008 CAL 5-PK
		Cassidian Communications 4X Licenses
52	870899-00350U	VESTA 4 ADV SEAT MIG UPGD
1	809800-35140	R4 ADV SW SPT TRNSFR
		Workstation Equipment - z220
52	61000-409603SFF	WKST HP Z220 SFF
52	65000-47001	TWR STAND SFF Z220
104	64000-40097	2GB RAM Z220
52	65000-00256	GRAPHICS QUAD 1GB PCI-E

104	65000-00163	NIC ETHERNET/PCIE CARD
52	64007-50016	KEYPAD 24KEY 12FT CBL
52	65000-00196	CBL DVI/USB KIT 15FT
52	853004-00401	SAM EXT SPKR KIT
52	65000-00124	CBL PATCH 15FT
52	853030-00302	R4 SAM HDWR KIT
1	870890-07501	CPR/SYSPREP IMAGING
		<i>Note: customer to provide PC mntrs.</i>
		Cassidian Communications 4X Modules
		Cassidian Communications 4X IRR Module
52	870899-01601	R4 IRR UPGD W/HASP
		Cassidian Communications 4X Activity View
6	873099-00702	R4 ACTIV VIEW SYS LIC
52	873099-00802	R4 ACT VIEW LIC PER ST
		Cassidian Communications 4X CDR Module
1	873099-00602U	R4 CDR SVR LIC UPGD
52	873099-01102U	R4 CDR PER SEAT LIC UPGD
		Cisco Switch/Router Equipment
4	04000-29638	SWITCH 2960S +CBL 24-PORT
		Peripherals & Gateways
1	04000-31500	ALARM PNL PCI
3	04000-00108	MED 1000 CHASSIS BNDL
4	04000-00116	MED 1000 FXO-LS BNDL
10	04000-00119	MED 1000 FXS BNDL
4	04000-00112	MED 1000 DIGITAL BNDL
		<i>Note: Carousel to provide Firewall and router for dual-active FW configuration.</i>
		Peripherals & Cabinet Equipment
1	CUST-EQUIP	CUSTOMER EQUIPMENT
		<i>Note: customer to ship cabinets for host sites to CCINC for system staging.</i>
1	63009-192801	MNTR RACK KYBD 1U 19IN
1	04000-008B8	KVM SWITCH 8-PORT
1	04000-00607	CBL KVM USB CONSOLE
8	04000-60611	CBL KVM USB 10FT

1	04000-RMU19	BRKT 19IN RACK ARBITR 8P
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Aurora – MIS System

Qty.	Part No.	Description
		Aurora 2.1 - Hosted MIS System
1	873399-00102.1	AURORA 2.1 DOC/MED
1	873391-01002	AURORA HOST LIC
1	873391-02001	AURORA SITE LIC
52	873391-00201	AURORA COLLECTION LIC
6	873391-00301	AURORA USER LIC
6	04000-00339	SQL 2008R2 CAL RUN ENT
		Aurora Modules
1	873391-00901	AURORA ADV RPT PKG LIC
1	873391-03001	AUR ANALYTIC LIC-1000 POS
		Aurora Server Equipment
		DL380 Server Equipment
1	62040-J163841	SVR RACK DL380P/G8
2	64000-20064	HARD DRIVE 300GB SAS 10K
6	64000-20066	HARD DRIVE 600GB SAS 10K
		Note: Configure server with R10 (DB = 4 x 600GB), R1 (Log = 2 x 600), and R1 (OS = 2 x 300GB), and 32GB RAM. Server is configured for up to 4,000,000 calls per year.
4	64000-40094	8GB RAM ML350P/DL380P/G8
1	62033-2GB4T02	SVR NAS 4TB BNDL
1	04000-00397	SVR WIN 2008 + 10 CAL
1	04000-00340	SQL 2008R2 SVR RUN ENT
1	04000-00426	PRESENT TENSE CLIENT

Pinellas County Emergency Responders Building (ERB) – Side B

Primary PSAP - 2211 US Highway 19 N. Clearwater, FL 33765

Cassidian Communications 4X System

Qty.	Part No.	Description
		Cassidian Communications 4X System
1	870899-00104.0	VESTA 4.0 S-SWITCH L/D/M
1	873099-03002	R4 CAD INTF LIC
1	04000-01584	BLKBX TL158A-R4 DATACAST
1	04000-01010	CBL DB25M/DB25M 10FT
1	04000-01751	TS-4 PORT TERMINAL SVR
1	65000-00182	CBL RJ45-10P/DB25M 4FT
		Server Equipment
1	853031-DLSVRGEO	R4 DL SVR BNDL - GEO
2	64000-30026	PROCESSOR E5620 DL380/7
		<i>Note: (2) Drives for mirrored array in MDS server and (2) Drives for mirrored array in DDS server.</i>
2	64000-40085	2GB RAM ML/DL G6 SVR
2	06500-00201	2-POST RELAY RACKMNT KIT
		Cassidian Communications 4X CDR Module
1	873099-00602U	R4 CDR SVR LIC UPGD
		Cisco Switch/Router Equipment
2	04000-29638	SWITCH 2960S +CBL 24-PORT

		Peripherals & Gateways
1	04000-31500	ALARM PNL PCI
3	04000-00108	MED 1000 CHASSIS BNDL
2	04000-00116	MED 1000 FXO-LS BNDL
10	04000-00119	MED 1000 FXS BNDL
2	04000-00112	MED 1000 DIGITAL BNDL
		<i>Note: Carousel to provide Firewall and router for dual-active FW configuration.</i>
		Peripherals & Equipment Racks
1	06500-55053	EQUIPMENT RACK 19IN
1	63002-172805	MNTR W/SPKR NEC 17IN
1	04000-004B4	KVM 4-PORT SWITCH
4	04000-00607	CBL KVM USB CONSOLE
1	04000-60611	CBL KVM USB 10FT
1	04000-RMM19	BRKT 19IN RACK MTG/ARBTR

Tarpon Springs Police Dept. - City of St. Petersburg Police Dept
Secondary PSAP - 444 S. Huey Ave. Tarpon Springs, FL 34689

Cassidian Communications 4X System

<i>Qty.</i>	<i>Part No.</i>	<i>Description</i>
		Cassidian Communications 4X System
2	04000-01751	TS-4 PORT TERMINAL SVR
3	65000-00182	CBL RJ45-10P/DB25M 4FT
1	04000-RS232	BLKBX TL601A-R2 DATASHARE
1	04000-01010	CBL DB25M/DB25M 10FT
1	04000-01584	BLKBX TL158A-R4 DATACAST
		Cassidian Communications 4X Licenses
2	870899-00350U	VESTA 4 ADV SEAT MIG UPGR
1	809800-35140	R4 ADV SW SPT TRNSFR

		Workstation Equipment - z220
2	61000-409603SFF	WKST HP Z220 SFF
2	65000-47001	TWR STAND SFF Z220
2	65000-00256	GRAPHICS QUAD 1GB PCI-E
2	64007-50016	KEYPAD 24KEY 12FT CBL
2	853004-00401	SAM EXT SPKR KIT
2	853030-00302	R4 SAM HDWR KIT
1	870890-07501	CPR/SYSPREP IMAGING
		<i>Note: customer to provide PC mntrs.</i>
		Cassidian Communications 4X Modules
		Cassidian Communications 4X IRR Module
2	870899-01601	R4 IRR UPGD W/HASP
		Cassidian Communications 4X Activity View
1	873099-00702	R4 ACTIV VIEW SYS LIC
2	873099-00802	R4 ACT VIEW LIC PER ST
		Cassidian Communications 4X CDR Module
2	873099-01102U	R4 CDR PER SEAT LIC UPGD
		Cisco Switch/Router Equipment
2	04000-29616	SWITCH 2960 + CBL 24-PORT
		Peripherals & Gateways
1	863014-00201	REMOTE PAT PERIPHERAL KIT
2	2213936-1-SR1	FXO GATEWAY 4-PORT
2	04000-00176	SW SPT ANALOG GATEWAY 1YR
		Peripherals & Cabinet Equipment
1	06500-55053	EQUIPMENT RACK 19IN
1	3213311-01-SR01	MP-1XX SHELF
2	65000-00002	CBL PATCH PNL TO SW 3FT

Aurora – MIS System

Qty.	Part No.	Description
		Aurora 2.1 - Hosted MIS System
1	873391-02001	AURORA SITE LIC
2	873391-00201	AURORA COLLECTION LIC
1	873391-00301	AURORA USER LIC
1	04000-00339	SQL 2008R2 CAL RUN ENT

Pinellas Park PD – Secondary PSAP

 7700 59th St. N. Pinellas Park, FL 33756

Cassidian Communications 4X System

Qty.	Part No.	Description
		Cassidian Communications 4X System
2	04000-01751	TS-4 PORT TERMINAL SVR
3	65000-00182	CBL RJ45-10P/DB25M 4FT
1	04000-RS232	BLKBX TL601A-R2 DATASHARE
1	04000-01010	CBL DB25M/DB25M 10FT
1	04000-01584	BLKBX TL158A-R4 DATACAST
		Cassidian Communications 4X Licenses
5	870899-00350U	VESTA 4 ADV SEAT MIG UPGD
1	809800-35140	R4 ADV SW SPT TRNSFR
		Workstation Equipment - z220
5	61000-409603SFF	WKST HP Z220 SFF
5	65000-47001	TWR STAND SFF Z220
5	65000-00256	GRAPHICS QUAD 1GB PCI-E
5	64007-50016	KEYPAD 24KEY 12FT CBL
5	853004-00401	SAM EXT SPKR KIT
5	853030-00302	R4 SAM HDWR KIT
1	870890-07501	CPR/SYSPREP IMAGING
		<i>Note: customer to provide PC mntrs.</i>

		Cassidian Communications 4X Modules
		Cassidian Communications 4X IRR Module
5	870899-01601	R4 IRR UPGD W/HASP
		Cassidian Communications 4X Activity View
1	873099-00702	R4 ACTIV VIEW SYS LIC
5	873099-00802	R4 ACT VIEW LIC PER ST
		Cassidian Communications 4X CDR Module
5	873099-01102U	R4 CDR PER SEAT LIC UPGD
		Cisco Switch/Router Equipment
2	04000-29616	SWITCH 2960 + CBL 24-PORT
		Peripherals & Gateways
1	863014-00201	REMOTE PAT PERIPHERAL KIT
2	04000-00108	MED 1000 CHASSIS BNDL
2	04000-00116	MED 1000 FXO-LS BNDL
1	04000-00112	MED 1000 DIGITAL BNDL
		Peripherals & Cabinet Equipment
1	06500-55053	EQUIPMENT RACK 19IN
5	65000-00002	CBL PATCH PNL TO SW 3FT

Aurora – MIS System

Qty.	Part No.	Description
		Aurora 2.1 - Hosted MIS System
1	873391-02001	AURORA SITE LIC
5	873391-00201	AURORA COLLECTION LIC
1	873391-00301	AURORA USER LIC
1	04000-00339	SQL 2008R2 CAL RUN ENT

City of Largo Police Dept – Secondary PSAP

201 N. Highland Ave. Largo, FL 34604

Cassidian Communications 4X System

Qty.	Part No.	Description
		Cassidian Communications 4X System
2	04000-01751	TS-4 PORT TERMINAL SVR
3	65000-00182	CBL RJ45-10P/DB25M 4FT
1	04000-RS232	BLKBX TL601A-R2 DATASHARE
1	04000-01010	CBL DB25M/DB25M 10FT
1	04000-01584	BLKBX TL158A-R4 DATACAST
		Cassidian Communications 4X Licenses
8	870899-00350U	VESTA 4 ADV SEAT MIG UPGD
1	809800-35140	R4 ADV SW SPT TRNSFR
		Workstation Equipment - z220
8	61000-409603SFF	WKST HP Z220 SFF
8	65000-47001	TWR STAND SFF Z220
8	65000-00256	GRAPHICS QUAD 1GB PCI-E
8	64007-50016	KEYPAD 24KEY 12FT CBL
8	853004-00401	SAM EXT SPKR KIT
8	853030-00302	R4 SAM HDWR KIT
1	870890-07501	CPR/SYSPREP IMAGING
		<i>Note: customer to provide PC mntrs.</i>
		Cassidian Communications 4X Modules
		Cassidian Communications 4X IRR Module
8	870899-01601	R4 IRR UPGD W/HASP
		Cassidian Communications 4X Activity View
2	873099-00702	R4 ACTIV VIEW SYS LIC
8	873099-00802	R4 ACT VIEW LIC PER ST
		Cassidian Communications 4X CDR Module
8	873099-01102U	R4 CDR PER SEAT LIC UPGD
		Cisco Switch/Router Equipment

2	04000-29616	SWITCH 2960 + CBL 24-PORT
		Peripherals & Gateways
1	863014-00201	REMOTE PAT PERIPHERAL KIT
2	04000-00108	MED 1000 CHASSIS BNDL
2	04000-00116	MED 1000 FXO-LS BNDL
1	04000-00112	MED 1000 DIGITAL BNDL
		Peripherals & Cabinet Equipment
1	06500-55053	EQUIPMENT RACK 19IN
8	65000-00002	CBL PATCH PNL TO SW 3FT

Aurora – MIS System

Qty.	Part No.	Description
		Aurora 2.1 - Hosted MIS System
1	873391-02001	AURORA SITE LIC
8	873391-00201	AURORA COLLECTION LIC
2	873391-00301	AURORA USER LIC
2	04000-00339	SQL 2008R2 CAL RUN ENT

Pinellas County Emergency Medical Services (EMS)

Backup PSAP 12490 Ulmerton Rd. Largo, FL 33774

Cassidian Communications 4X System

Qty.	Part No.	Description
		Cassidian Communications 4X System
2	04000-01751	TS-4 PORT TERMINAL SVR
3	65000-00182	CBL RJ45-10P/DB25M 4FT
1	04000-RS232	BLKBX TL601A-R2 DATASHARE
1	04000-01010	CBL DB25M/DB25M 10FT
1	04000-01584	BLKBX TL158A-R4 DATACAST
		Cassidian Communications 4X Licenses
10	870899-00350U	VESTA 4 ADV SEAT MIG UPGD
1	809800-35140	R4 ADV SW SPT TRNSFR
		Workstation Equipment - z220
10	61000-409603SFF	WKST HP Z220 SFF
10	65000-47001	TWR STAND SFF Z220
10	65000-00256	GRAPHICS QUAD 1GB PCI-E
10	64007-50016	KEYPAD 24KEY 12FT CBL
10	853004-00401	SAM EXT SPKR KIT
10	853030-00302	R4 SAM HDWR KIT
1	870890-07501	CPR/SYSPREP IMAGING
		<i>Note: customer to provide PC mntrs.</i>
		Cassidian Communications 4X Modules
		Cassidian Communications 4X IRR Module
10	870899-01601	R4 IRR UPGD W/HASP
		Cassidian Communications 4X Activity View
2	873099-00702	R4 ACTIV VIEW SYS LIC
10	873099-00802	R4 ACT VIEW LIC PER ST
		Cassidian Communications 4X CDR Module
10	873099-01102U	R4 CDR PER SEAT LIC UPGD

		Cisco Switch/Router Equipment
2	04000-29616	SWITCH 2960 + CBL 24-PORT
2	04000-29611	SPT 24P 2960 1YR NBD
		Peripherals & Gateways
1	863014-00201	REMOTE PAT PERIPHERAL KIT
2	04000-00108	MED 1000 CHASSIS BNDL
3	04000-00116	MED 1000 FXO-LS BNDL
2	04000-00119	MED 1000 FXS BNDL
1	04000-00112	MED 1000 DIGITAL BNDL
		Peripherals & Cabinet Equipment
1	06500-55053	EQUIPMENT RACK 19IN
10	65000-00002	CBL PATCH PNL TO SW 3FT

Aurora – MIS System

Qty.	Part No.	Description
		Aurora 2.1 - Hosted MIS System
1	873391-02001	AURORA SITE LIC
8	873391-00201	AURORA COLLECTION LIC
2	873391-00301	AURORA USER LIC
2	04000-00339	SQL 2008R2 CAL RUN ENT

AIRBUS SOFTWARE SUPPORT				
Part Number	Description	MPG	Quantity	Location
VESTA CS System	SPT VM1 THRU YR1 PEI- Note:The final date to obtain quotes for workstation add-ons for VESTA CS is 4/30/14. The final date to obtain quotes for upgrades or spares is 5/31/15. The end of support date for VESTA CS is 12/31/16.		12	Pinellas Co FL - St. Petersburg PD
MagIC 4.0	MG 4.X/5.X SPT THRU Y1CCI		12	Pinellas Co FL - St. Petersburg PD
MagIC / NICE Integration (Non-Airbus DS Communications)	MG/NPEI DLR CLNT SPT 1YR---Note: Training for the MagIC/NICE Integration feature is conducted in the MagIC Admin course which is a separate charge.		2	Pinellas Co FL - St. Petersburg PD
VESTA CS System	SPT VM1 THRU YR1 PEI-Note: The final date to obtain quotes for workstation add-ons for VESTA CS is 4/30/14. The final date to obtain quotes for upgrades or spares is 5/31/15. The end of support date for VESTA CS is 12/31/16.		16	Pinellas Co FL - Clearwater PD
VESTA M1/CS Modules VESTA with IRR for Radio	SPT VIRR THRU YR1 PEI		16	Pinellas Co FL - Clearwater PD
VESTA Mutiple Queue Display Module	SPT VMQD-S THRU YR1 PEI		1	Pinellas Co FL - Clearwater PD

VESTA 22 Button Add-On Module	SPT VM1 22BTN THRU Y1 PEI		16	Pinellas Co FL - Clearwater PD
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**SECTION E –
SPECIFICATIONS**

**Bid Title: Maintenance Services of 9-1-1 Emergency Telephone
Equipment**

Bid Number: 134-0454-M (RG)

BIDDER REQUIREMENTS:

1. The successful bidder shall provide Pinellas County with trained and manufacturer certified technicians to maintain all countywide 9-1-1 emergency telephone, PBX equipment and Symon display boards, including equipment manufactured by Cassidian Communications, Avaya and Symon Communications. Refer to Exhibit A for details.
2. Bid submittal shall include copies of Cassidian and Avaya certifications for all technicians that will be maintaining Pinellas County 9-1-1 equipment.
3. All technicians assigned to Pinellas County for this work must have applicable experience working with Cassidian Vesta/Sentinel, Avaya, PBX and Symon Communications equipment. All technicians must work for the successful bidder. Subcontracting will not be allowed.
4. Prior to the award of the contract, the successful bidder shall have a contract with Cassidian Communications, Avaya Inc., and Symon Communications to 24/7 second tier maintenance for Pinellas County 9-1-1 emergency equipment.
5. The successful bidder is required to have at least one (1) technician, on call, for after hours, weekends & holidays, with a two (2) hour response time required.

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6. The successful bidder shall assign one (1) on-site technician, Mon - Fri, eight (8) hours per day (5 x 8), 52 weeks a year to work at various PSAP sites specified by the Pinellas Regional 9-1-1 Director.

7. The successful bidder shall maintain two (2) crash kits on-site at the Public Safety Campus (PSC), which must contain, at a minimum, the following equipment:

a. New Vesta / Sentinel 4.X equipment kit

Quantity	Serial /Part No.	Description
1	2213936-1-SR1	FXO GATEWAY 4-PORT
1	04000-00116	MED 1000 FXO-LS BNDL
2	04000-00119	MED 1000 FXS BNDL
1	04000-00121	MED 1000 PWR SPLY BNDL
1	04000-00125	MEDIANT 1000 CPU BNDL
1	04000-00112	MED 1000 DIGITAL BNDL
1	04000-01751	TS-4 PORT TERMINAL SVR
1	65000-00182	CBL RJ45-10P/DB25M 4FT
1	04000-29638	SWITCH 2960S +CBL 24-PORT

The following are recommended Spares for z220 Workstation Equipment

Quantity	Serial /Part No.	Description
2	61000-409603SFF	WKST HP Z220 SFF
2	65000-47001	TWR STAND SFF Z220
4	64000-40097	2GB RAM Z220
2	65000-00256	GRAPHICS QUAD 1GB PCI-E
4	65000-00163	NIC ETHERNET/PCIE CARD
2	64007-50016	KEYPAD 24KEY 12FT CBL
2	65000-00196	CBL DVI/USB KIT 15FT
2	853004-00401	SAM EXT SPKR KIT
2	65000-00124	CBL PATCH 15FT
2	853030-00302	R4 SAM HDWR

b. Existing Cassidian & Nortel equipment kit (located at the secondary PSAPs) to include the following:
 One (1) PC with installed Cassidian licenses and proprietary software and hardware, including the following computer and phone equipment cards and parts:

Quantity	Description
2	SCSI hard drives
1	quad video card
1	dual video card
1	ACU unit
2	each of all cable assemblies
1	Plant CML Herbie unit
1	MAARS RMU card
1	MAARS CIU card
2	MAARS PSU cards
2	MAARS TIU cards
2	MARRS MIU cards
2	Universal line trunk cards
2	Digital line trunk cards
1	PRI card
1	MFR Card
1	ELAN card
2	Nortel 2216 phone sets with MCA adapter and 22 button add-on module
2	SCSI hard drives for blade servers

Note: Pinellas County may have some of these cards available from surplus equipment. The successful bidder will be responsible for checking Pinellas County's inventory.

SECURITY REQUIREMENTS AND VITAL PERSONNEL INFORMATION

1. All persons working under this contract must be cleared by the Pinellas County Sheriff's Office five (5) days before being allowed to work on any County property.
2. The successful bidder will provide background checks through third party private agencies licensed to provide background checks. These background checks will be provided to the local contact person to be forwarded to the Sheriff.
3. The successful bidder will not charge Pinellas County for providing or having the third party private agencies conducts the background checks. All persons must also undergo CJIS (Criminal Justice Information System) online training and certification through the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI).
4. The successful bidder shall fill out such forms as required for security clearances by Pinellas County Sheriff's Department.
5. No contract employee will be allowed to work on County property until clearance is received and ID badge is made. Badges are to be worn at all times when contract employees are working on County property. Security policies may change over the course of this contract and the successful bidder is expected to meet these changing requirements and any associated costs.

UNSPECIFIED WORK:

Unspecified work will be included in the contract to address minor work or materials not listed. If the need arise, the County Representative will negotiate the cost (time and materials) with the successful bidder and authorize the work. There is no guarantee that these services or monies will be utilized.

DEDICATED RESOURCE SERVICE AGREEMENT

Customer requests the services for a Dedicated Resource as described in **Section 1** in this agreement in exchange for the fees listed in **Section 3** in this agreement, in accordance with the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services

Carousel shall provide a Dedicated Resource to Customer as outlined in the Section E in the Bid document.

2. Term of Agreement

This Agreement shall remain in effect from Start Date listed above through the End Date listed above, which is a period of **18** months. This Agreement may be renewed for no more than ninety (90) days by mutual written agreement.

3. Compensation

Customer will pay Carousel as follows:

Rate	Description
\$ 11,266.66 per month	Based on a 40-hour work week during normal business hours unless otherwise addressed in the Statement of Work. Normal Business Hours are defined as Monday – Friday, 8:00 am to 5:00 pm.
\$ 97.50 per hour	Hourly rate for overtime worked outside of normal business hours. Overtime rate would NOT apply to any maintenance related trouble defined as major or critical service affecting issue, which would be covered by the 24x7x365 maintenance contract and not billable to the customer.
Exception	Work conducted on holidays and Sundays must be negotiated.
On-Site fee	Site visits will incur travel and living fee expenses billed at cost.
Additional support	Should the customer request additional support not provided by the dedicated resource, Carousel will offer them at the appropriate rate.
Change in Rates	During the period of this agreement, should the Customer upgrade and/or replace their technology and thus require an engineer with a different skill set, the rates outlined in this agreement will be subject to change.

If there is no dispute about the work performed, Customer shall promptly review and approve Carousel's invoices for services and make payment within thirty days of invoice date. The Customer shall assume responsibility for all legal fees necessitated by default in payment.

4. Working Arrangements

- (a) Dedicated Resource's Work Area: Customer has sole responsibility for identifying Dedicated Resource's work area. A safe and workable environment will be provided. Customer shall restrict this area, as Customer deems necessary.
- (b) Access: Access to Customer's facilities for Carousel's employees working during non-regular hours (overtime, weekends, Customer designated holidays, etc.) must be coordinated with the Carousel's dispatch manager. Carousel's employees will be required to comply with any location after-hours sign-in and sign-out procedures. It is Carousel's responsibility to ensure its employees are aware of and comply with any such Facility procedures.
- (c) Refuse Entry: Customer reserves the right to refuse an employee of Carousel entry to facilities. Upon Customer's request, Carousel shall remove any of its employees from such facilities.
- (d) Safety: Carousel will take all necessary precautions for the safety of its employees while at a Facility. Carousel employees must comply with Customer location safety and security requirements. Carousel will immediately report in writing to the Customer all accidents involving any of its employees. For health problems, Carousel's employees shall contact their own physician, or contact Carousel's management for advice and

5. Employment Status

Nothing herein shall be construed to create an employer-employee relationship between the Customer and the Dedicated Resource.

6. Qualifications

Carousel represents and warrants that the Dedicated Resource possesses the requisite experience and expertise to perform this obligation hereunder in accordance with the highest professional standards. In the event that the Dedicated Resource becomes sick, disabled, incapacitated or is otherwise unable to perform his/her assigned duties, Carousel will provide an alternate Dedicated Resource that both parties agree upon.

**7. Non Solicitation-
Intentionally Omitted.**

8. Cancellation

Either party may terminate this Agreement by providing no less than thirty (30) days written notice. At the time of such notice of termination, Carousel shall complete all work in progress as if such notice of termination had not been given. The services should continue during the thirty (30) day notice period unless Carousel and Customer agree to end the contract or any specific tasks sooner. In the event sufficient budgeted funds are unavailable in a new fiscal period, the County may terminate this Agreement upon notice without penalty or expense.

9. Intellectual Property

All materials developed by Carousel for Customer will belong exclusively to Customer, and will be deemed to have been developed and created by Carousel for Customer as "work for hire". Carousel will execute any and all documents necessary to assign and transfer to Customer all intellectual property and other rights in materials and information created for Customer pursuant to this Agreement.

10. Confidential Information

During the term of this Agreement and for a period of one (1) year thereafter, Carousel agrees that it may obtain information about Customer in connection with the performance of its obligations under this Agreement which Customer provides in writing clearly marked as "Confidential" ("Confidential Information"). Carousel agrees (i) not to use any Confidential Information of the Customer for any purpose other than as provided under the terms of this Agreement, and (ii) to limit its disclosure of Confidential Information to those employees and consultants of Carousel who have a need to know such Confidential Information.

Without limiting the foregoing, Carousel agrees to treat Confidential information of Customer with at least the same degree of care and protection that it uses with respect to its own confidential information and trade secrets and in no event less than reasonable care.

Nothing received by Carousel will be considered to be the Confidential Information of Customer if (i) it has been published or is otherwise readily available to the public other than by breach of this Agreement; (ii) it has been rightfully received by Carousel from a third party without confidential limitations; (iii) it has been independently developed for Carousel by personnel or agents having no access to the Confidential Information of Customer; (iv) it was known to Carousel prior to its first receipt from Customer; or (v) is required to be disclosed by court or other governmental authority. In the event of a conflict between this Agreement and any Non Disclosure Agreements between the parties, the terms of the most recent agreement shall control. Carousel shall obtain from all employees and subcontractors it engages to perform the Services written acknowledgement binding them to the confidential obligations herein or in any such controlling Non-Disclosure Agreement, or to terms at least as protective. Nothing herein shall limit in any way the parties obligations to comply in all respects with Florida's public records laws, specifically including the provisions of Fla Stat 119.0701.

11. Indemnification

Both parties agree to comply with all applicable federal, state and local laws in connection with the performance of the Dedicated Resource obligations under this Agreement.

In the event of disputes arising from this Understanding, jurisdiction and venue over such dispute shall be placed with the state and federal courts in or of Pinellas County, Florida. This agreement shall be governed by Florida law. Should any portion of this understanding be declared unenforceable, that portion shall be construed to give it the maximum effect possible and the remainder of this Understanding shall continue in full force and effect.

12. Force Majeure

Nonperformance by either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, state of war (declared or undeclared), earthquake, governmental acts or orders, failure of suppliers, natural or manmade disaster, or any other reason where failure to perform is wholly beyond the control and not caused by the negligence of the nonperforming party; provided that any such nonperformance will be cause for termination of this Agreement by the other party if the nonperformance continues for more than sixty (60) days.

13. Notices

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given and delivered (including by receipt verified facsimile transmission) or mailed in the Continental United States by first class mail, postage prepaid, to a party at the following address, or to such other address as such party may hereafter specify by notice:

If to Carousel Industries of North America, Inc.:

Carousel Industries of North America, Inc.
Attn: Corporate Controller
659 South County Trail
Exeter, RI 02822

If Customer:

Contact: Chuck Freeman
Email Address: cfreeman@pinellascounty.org
Phone: (727) 464-3852

14. Entire Agreement

This Agreement and the documents incorporated by reference in this Agreement set forth the entire understanding between the parties hereto regarding the subject matter hereof and may not be amended except by an instrument in writing signed by both parties. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understanding, whether written or oral. No amendment, extension, or change of the Agreement shall be binding unless it is in writing and signed by all of the parties hereto.

15. No Waiver

Neither the failure nor delay by either party to exercise any right, remedy, power or privilege under the Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence. No waiver of any right, remedy, power or privilege under this Agreement will be effective unless in writing signed by the party to be charged thereby.

EXHIBIT F - GENERAL CONDITIONS OF SUPPORT AND MANAGED SERVICES

The undersigned Customer agrees that these General Conditions of Support and Managed Services (the "**Agreement**") will govern the purchase of certain Services by Customer from Carousel Industries of North America, Inc. ("**Carousel**").

1. ORDER, PROVISION AND SCOPE OF SERVICES

1.1 Order and Provision of Services. In return for the payment of the fees specified in the order, Carousel will provide the Support and/or Managed Services options for Supported Products or Supported Systems at Supported Sites, as listed on the **Service Agreement - Support Services Agreement**, and in accordance with Carousel's Statement of Work (Exhibit C) and Service Level Agreement (Exhibit E).

"**Supported Products**" are: (i) hardware or software products identified in the Support Services Agreement; and (ii) Added Products (defined in Section 1.7). Supported Products may include non-Carousel products to the extent they are specified in the order. "**Supported Systems**" are a group of products or networks specified in the order. "**Supported Sites**" are locations specified in the order. Orders are subject to acceptance by Carousel. Carousel may accept an order by beginning to perform the Services. Terms and conditions contained in Customer purchase orders or other Customer documents will have no effect, unless explicitly approved and noted on the Support Services Agreement.

1.2 Monitoring. Carousel may electronically monitor Supported Products and Supported Systems for the following purposes: (i) remote diagnostics and corrective actions; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) when providing managed Services, to assess Customer needs for additional products or Services; (v) as otherwise provided in **Exhibit B**

1.3 Error Correction. Some Services options may include correction of Errors. An "**Error**" means a failure of a Supported Product to conform in all material respects to the manufacturer's specifications that were currently applicable when the Supported Product was purchased or licensed.

1.4 Help Line Support. Where the selected Services option includes help line support, Carousel will provide it in accordance with the coverage option (service hours, target response intervals, etc.) that Customer has selected.

1.5 Replacement Hardware. Replacement hardware provided as part of Services may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. It will be furnished only on an exchange basis. Returned hardware that has been replaced by Carousel, will become Carousel's property. Title to Carousel-installed replacement hardware provided as part of Services will pass to Customer when installed. Title to all other hardware provided as part of Services will pass to Customer when it arrives at the Supported Site.

1.6 Added/ Removed Products. A. Added/ Removed Products. A. If Customer acquires additional products of the same type and manufacturer(s) as the existing Supported Products and locates them with existing Supported Products at a Supported Site or networks them at a remote location as part of an existing

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Supported Products at a Supported Site, they will be considered "**Added Products**", and will be added to the order automatically for the remainder of the term. Added Products purchased from a party other than Carousel may be subject to certification by Carousel at Carousel's then current rates for such certification. If Added Products fail certification, Carousel may choose not to add them to the Supported Products. Services coverage will be effective immediately after Carousel certifies the added products. Charges for added products will be at the then current rate and coverage will be coterminous with the coverage for the existing Products. B. **REMOVED PRODUCTS.** In the event that the Customer removes components or equipment from a Carousel-supported system, any change in components, administered TDM and/or IP port counts may be accounted for on next billing date. If customer removes equipment covered under a Carousel service agreement, Carousel agrees that upon receiving 30 day written notification of the removal, complete with inventory detail, the monthly pricing of this Service Agreement will be adjusted accordingly for the Customer's next billing cycle, and at the rates originally agreed to herein. Non-upgrade related adjustments will be permitted to a maximum level of 30% of the original contract value.

1.7 General Limitations. Unless the **Exhibit C** provides otherwise, Carousel will provide software Services only for the unaltered current release of the software and the prior release. The following items are included in the Services only if **Exhibit B** specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Carousel (except for installation of standard, self-installed updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Errors arising from causes external to the Supported Products (such as power failures or surges); and (vii) Services for Supported Products that have been misused, used in breach of their license restrictions, improperly installed or configured, or that have had their serial numbers altered, defaced or deleted.

2. INVOICING AND PAYMENT.

2.1 Invoicing. All invoicing and payment shall be in accordance with the local government Prompt Payment Act, Fla Stat 213.70 et al.

2.2 Payment. Payment of undisputed invoices is due within forty-five (45) days from the date of Carousel's invoice.. Unless Customer provides Carousel with a tax exemption certificate, Customer is solely responsible for paying all required taxes, (including, but not limited to, property, sales, use or excise taxes with respect to the provision of Carousel Equipment) except for any income tax assessed upon Carousel.

3. CUSTOMER RESPONSIBILITIES

3.1 General. Customer will cooperate with Carousel as reasonably necessary for Carousel's performance of its obligations, such as: (i) providing Carousel with full, free and safe access to its facilities; (ii) providing telephone numbers, network addresses and passwords necessary for remote access; and (iii) providing interface information for Supported Products and necessary third party consents and licenses to access them. Customer shall provide to Carousel a technical resource or onsite contact person who shall assist Carousel Technicians and Support Staff in remotely troubleshooting issues, including, but not limited to providing data logs, or assisting in reboots/ resets of certain components. All items will be provided by Customer at Customer's expense. If Carousel provides an update or other new release of software as part of the Services, Customer will implement it promptly. Customer will reasonably use, safeguard and return to Carousel any items that Carousel loans to Customer ("Carousel Tools") for the purpose of providing Services under this Agreement, such as, but not limited to, the Remote Experience Platform ("REP"). Carousel Tools shall not be considered Products.

3.2 Provision of Supported Products and Systems. Except for Carousel hosted facilities identified in **Exhibit B**, Customer will provide all Supported Products, Supported Systems and Supported Sites. Customer continuously represents and warrants that: (i) Customer is either the owner of, or is authorized to access and use, each of them; and (ii) Carousel, its suppliers, and subcontractors are authorized to do the same to the extent necessary to provide the Services in a timely manner.

3.3 Moves of Supported Products. Customer will notify Carousel in advance before moving Supported Products. Carousel may charge additional amounts to recover additional costs in providing the Services as a result of moved Supported Products.

3.4 Vendor Management. Where Carousel is to instruct or request products or services on Customer's behalf from third party vendors under Customer's supply contracts with the third party vendors ("**Vendor Management**"), Customer will provide Carousel upon request a letter of agency or similar document, in form reasonably satisfactory to Carousel, permitting Carousel to perform the Vendor Management. Where the third party vendor's consent is required for Carousel to be able to perform Vendor Management in a timely manner, Customer will obtain the written consent of the vendor and provide Carousel a copy of it upon request.

3.5 Third Party Hosting. In the event one or more network address(es) to be monitored by Carousel are associated with systems owned, managed, and/or hosted by a third party service provider ("**Host**"), Customer will: (i) notify Carousel of the Host prior to commencement of the Services; (ii) obtain the Host's advance written consent for Carousel to perform the Services on the Host's computer systems and provide Carousel with a copy of the consent upon request; and (iii) facilitate necessary communications between Carousel and the Host in connection with the Services.

3.6 Access to Personal Data. From time to time, Customer may require Carousel to access a Supported Product or Supported System containing employee, customer or other individual's personal data (collectively, "**Personal Data**"). Where Customer instructs Carousel to access

any Personal Data, or to provide Customer or a third party identified by Customer with access, Customer will (i) notify all relevant employees and other individuals of the fact that Carousel will have access to such personal data in accordance with Customer's instructions

3.7 OEM Requirements: In order to receive manufacturer support or gain access to intellectual property such as software patches and updates, manufacturers may require an end user to maintain manufacturer-direct content in the form of licensing or software subscriptions, or another type of manufacturer-direct entitlement. It is the responsibility of the customer to ensure that all subscriptions, licensing fees, software support agreements, and other manufacturer entitlements are active and up to date at commencement of, and at all times during the term of the agreement. In some cases, the OEM requires that the support provider (Carousel) contract directly with the manufacturer on behalf of the end user, with an associated cost for services. In the event of early termination of the agreement, the Customer, at a minimum, shall be subject to an early termination fee of the prorated, net amounts due to the manufacturer for all established backend OEM support as defined on this agreement, in addition to any penalty as defined in section 10. (Termination) herein.

3.8 End of Support/Extended Support: Periodically, manufacturers may declare "end of life," "end of service," "end of support," "manufacture discontinue" or similar designation ("End of Support") for certain Supported Products. For Products subject to End of Support, Carousel will continue to provide the support described in Exhibit C, except for the End of Support exceptions listed therein ("Extended Support"). Products declared end of support/extended support, will be supported under the terms of Extended Support until contract end date, at which time the Supported Product may be removed from coverage and rates will be adjusted accordingly. Extended Support is best effort, support will be provided with the following exceptions: At the end of manufacturer support, Tier IV R&D product developer support and going forward maintenance updates (e.g., Product Correction Notices ("PCN's"), "bug fixes," interoperability / usability solutions) are no longer provided by the manufacturer. Therefore, certain complex faults or functionality issues may not be resolvable without the customer upgrading the system to a version currently supported by the manufacturer. In addition, as replacement parts are manufacturer discontinued, some products or components may become increasingly scarce or require replacement with substitute parts. This may result in delays in response or repair intervals, or may require upgrades to other components at customer's expense in order to ensure compatibility and preserve Supported Product functionality.

4. SOFTWARE LICENSE. WHERE SERVICES INCLUDE PROVISION OF PATCHES, UPDATES OR FEATURE UPGRADES FOR SUPPORTED PRODUCTS ("NEW SOFTWARE"), THEY WILL BE PROVIDED SUBJECT TO THE LICENSE GRANT AND RESTRICTIONS CONTAINED IN THE ORIGINAL AGREEMENT UNDER WHICH CUSTOMER LICENSED THE ORIGINAL SOFTWARE FROM THE OEM.. WHERE THERE IS NO EXISTING LICENSE FROM THE OEM, NEW SOFTWARE WILL BE PROVIDED SUBJECT TO THE MANUFACTURERS THEN CURRENT LICENSE TERMS AND RESTRICTIONS FOR THE NEW SOFTWARE. NEW SOFTWARE MAY INCLUDE COMPONENTS PROVIDED BY THIRD PARTY SUPPLIERS THAT ARE SUBJECT TO THEIR OWN END USER LICENSE AGREEMENTS. CUSTOMER MAY INSTALL AND USE THESE COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE END USER LICENSE AGREEMENT ACCOMPANYING THEM.

5. CONFIDENTIAL INFORMATION. "Confidential Information" means either party's business and/or technical information, pricing, discounts and any other information or data, regardless of whether in tangible or other form if marked or otherwise expressly identified in writing as confidential. Information communicated verbally will qualify as Confidential Information if designated as confidential or proprietary at the time of disclosure and summarized in writing within 30 days after disclosure. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination and disclosure; (iii) was known by the receiving party prior to its receipt and was not received from a third party in breach of that third party's confidentiality obligations; (iv) was independently developed by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by court order or other lawful government action, but only to the extent so ordered, provided the receiving party provides prompt written notification to the disclosing party of the pending disclosure so the disclosing party may attempt to obtain a protective order. In the event of a potential disclosure in the case of subsection (v) above, the receiving party will provide reasonable assistance to the disclosing party should the disclosing party attempt to obtain a protective order. Each party will protect the secrecy of all Confidential Information received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Neither party will use or disclose the other party's Confidential Information except as permitted in this Section or for the purpose of performing obligations under this Agreement. The confidentiality obligations of each party will survive expiration or termination of the Agreement. Upon termination of the Agreement, each party will cease all use of the other party's Confidential Information and will promptly return, or at the other party's request destroy, all Confidential Information, including copies, in tangible form in that party's possession or under its control, including Confidential Information stored on any medium. Upon request, a party will certify in writing its compliance with this Section. Nothing stated herein shall limit the parties obligations to comply in all respects with Florida Public Records Laws specifically including the requirements of Fla Stat 119.0701

6. WARRANTIES. Carousel warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified personnel. If the Services have not been so performed and Carousel receives Customer's detailed request to cure a non-conformance within 30

days of its occurrence, Carousel will re-perform those Services. This remedy will be Customer's sole and exclusive remedy and will be in lieu of any other rights or remedies Customer may have against Carousel with respect to the non-conformance of Services.

EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER CAROUSEL NOR ITS LICENSORS OR SUPPLIERS MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES IN A SUPPORTED PRODUCT, SUPPORTED SYSTEM OR NETWORK WILL BE DETECTED OR THAT SERVICES WILL RENDER THEM SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAROUSEL DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE. THE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THIS AGREEMENT. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. HOWEVER, THEY WILL NOT APPLY IN CASES OF WILFULL MISCONDUCT, PERSONAL INJURY OR BREACHES OF OEM'S LICENSE RESTRICTIONS. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS.

8. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement and any disputes arising out of or relating to it ("Disputes") will be governed by the state of Florida

9. **TERM AND TERMINATION.**

9.1 **Term.** This Agreement will be effective from the date Carousel accepts the order unless terminated earlier in accordance with this Section. Unless a different term is defined in **Exhibit B**, Carousel will provide Services for an initial term of one year. Services may be renewed automatically for successive one year terms (unless specifically mandated in **Exhibit B**) applying the then most similar current generally available support plan offering and then current rates, upon written agreement of the parties. Unless otherwise specified in **Exhibit B**, Customer may terminate Services in whole or in part upon written notice subject to the cancellation fees equal to Support Services fees for 12 months or the remaining term, whichever is less. Customer will additionally be subject to termination fees comprised of the net amounts due to OEM for all established backend OEM support, as defined on Support Services Agreement of the agreements. For prepaid agreements, Carousel will refund or credit the prorated price of the remaining term less the applicable termination charge. Either party may terminate this Agreement by written notice to the other party effective immediately upon receipt if the other party fails to cure any material breach of this Agreement within a thirty (30) day period after having received a written notice from the non-breaching party detailing the breach and requesting the breach be cured. In the event sufficient budgeted funds will not be available in a new fiscal period, the County may terminate this agreement upon notice without penalty or expense.

9.2 **Termination Notice.** Customer's written notice of cancellation or intent not to renew must be sent by: (i) letter via certified mail to the following address: Carousel Industries of North America, Inc., 659 South County Trail, Exeter, Rhode Island 02822 Attn: Termination; (ii) email to cancelcontract@carouselindustries.com; or (iii) fax to 401-667-5492.

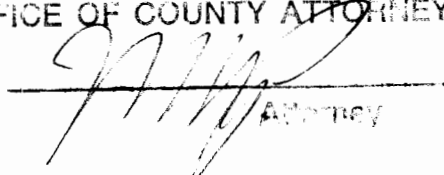
10. **MISCELLANEOUS.** Carousel may assign this Agreement or any associated order to any of its affiliated entities or to any entity to which Carousel may sell, transfer, convey, assign or lease all or substantially all of the assets used in connection with its performance under this Agreement. Carousel may subcontract any or all of its obligations, but will retain responsibility for them. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including without limitation, fire, flood, act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, and inability to secure materials or transportation facilities. The failure of either party to assert any of its rights under this Agreement is not a waiver by that party of its right later to enforce this Agreement in accordance with its terms. This Agreement constitutes the entire understanding of the parties with respect to its subject matter and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between them relating to that subject matter. It will not be contradicted or supplemented by any prior course of dealing between the parties. All notices under this Agreement and any modifications or amendments to this Agreement must be in writing which in no event shall include any form of electronic communication (such as e-mail).

Equal Opportunity Clause

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Customer signature below indicates customer has read and agrees to all terms within this agreement.		Total Annual Payment Due: \$ 766,874.61	
By: (Authorized Signature)		Business Partner CAROUSEL INDUSTRIES OF NORTH AMERICA ATTN: Service Contracts Dept.	
Printed Name	On: (Date)	Accepted By:	Voice: (800) 401-0760 ext. 1109
Customer Bill To (if different than primary covered location)		Printed Name	On: (Date) Fax: (401) 667-5492
ATTN:		Address 659 South County Trail	
Address		City Exeter	
City, State, Zip		State	Zip RI 02822

Please forward the executed agreement electronically to Maintenance@Carouselindustries.com or fax it to 401-667-5492

APPROVED AS TO FORM
 OFFICE OF COUNTY ATTORNEY
 BY  ATTORNEY