



Joe Lauro, CPPO/CPPB
Director

INTEROFFICE MEMO

To: Joseph Lauro, Director of Purchasing
From: Ruby McKenzie, CPPB, Procurement Analyst
Subject: Award of Bid – Wireless Network Equipment, Support and Maintenance - Aruba
Contract No. 078-0197-M(RM)
Date: March 13, 2008

RECOMMENDATION: I RECOMMEND THE DIRECTOR OF PURCHASING AWARD THE BID FOR WIRELESS NETWORK EQUIPMENT, SUPPORT AND MAINTENANCE - ARUBA WITH VERIZON SELECT SEVICES INC. (VERIZON), TAMPA, FLORIDA ON THE BASIS OF BEING THE LOWEST RESPONSIVE, RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. BIDS ARE ON FILE IN THE PURCHASING DEPARTMENT.

ESTIMATED ANNUAL EXPENDITURE NOT TO EXCEED: \$83,000.00

ESTIMATED TOTAL FIVE YEAR EXPENDITURE NOT TO EXCEED: \$415,000.00

Funding is provided through Information Technology (IT) Operating Funds.

DISCUSSION: This contract is for the purchase of original Aruba equipment and maintenance support on an as needed basis over five (5) years. Pricing is in the form of a discount off the Manufacturer's Published Price List and the discount percentage of 37% for equipment purchases shall remain firm for the duration of the contract. There is no discount on the Support and Maintenance. A requirement of the bid was for the vendor to provide Ownership/Maintenance Administration at no additional cost to help the County maintain their inventory of Aruba equipment and maintenance services.

In the event it is determined a different level of maintenance is required other than "ArubaCare", this contract will allow negotiations by and between Pinellas County and the vendor.

Contract Period:	Date of Award	THROUGH	60 months	<input type="checkbox"/> N/A – One Time Purchase
Renewal Options:	Terms Remaining	Length of Each Term Months	<input checked="" type="checkbox"/> None	

Increase Allowances: N/A

APPROVED: Joseph Lauro
JOSEPH LAURO, CPPO/CPPB
Director of Purchasing

Date of Approval: 3/13/08

- Attachments:
1. Contract Review
 2. Bid Tabulation

TABULATION OF BIDS
WIRELESS NETWORK EQUIPMENT, SUPPORT AND MAINTENANCE - ARUBA
Bid Number: 078-0197-M (R1M)

VENDOR NAME	ITEM	DESCRIPTION	ESTIMATED EXPENDITURE FOR (\$)	ESTIMATED YEARS	DISCOUNT% OFF UNIT PRICE	EXTENDED PRICE
ACUITY SOLUTIONS LLC TAMPA, FLORIDA	1	ARUBA Equipment Purchases	\$ 500,000.00	500,000.00	30.00%	\$ 350,000.00
	2	ARUBACARE Support & Maintenance	\$ 100,000.00	100,000.00	8.00%	\$ 92,000.00
TOTAL BID						\$ 442,000.00
DELL MARKETING, L.P. ROUND ROCK, TEXAS	1	ARUBA Equipment Purchases	\$ 500,000.00	500,000.00	33.66%	\$ 331,700.00
	2	ARUBACARE Support & Maintenance	\$ 100,000.00	100,000.00	6.38%	\$ 93,625.00
TOTAL BID						\$ 425,325.00
SAYERS 40, INC CHICAGO, ILLINOIS	1	ARUBA Equipment Purchases	\$ 500,000.00	500,000.00	25.00%	\$ 375,000.00
	2	ARUBACARE Support & Maintenance	\$ 100,000.00	100,000.00	4.00%	\$ 96,000.00
TOTAL BID						\$ 471,000.00
VERIZON BUSINESS NETWORK SERVICES, INC ON BEHALF OF VERIZON SELECT SERVICES, INC.						
TAMPA, FLORIDA	1	ARUBA Equipment Purchases	\$ 500,000.00	500,000.00	37.00%	\$ 315,000.00
	2	ARUBACARE Support & Maintenance	\$ 100,000.00	100,000.00	0.00%	\$ 100,000.00
TOTAL BID						\$ 415,000.00

McKenzie, Ruby M

From: Riddle, Michael J [michael.riddle@verizonbusiness.com]
Sent: Tuesday, March 04, 2008 3:03 PM
To: McKenzie, Ruby M
Subject: RE: Invitation to Bid Aruba Wireless Network Equipment, Support and Maintenance 078-0197-M(RM)

Ruby,

Per our conversation, I wish to make it clear that our bid was in response to your Invitation to Bid document # 078-0197-M(RM). This was on our label and, I thought, referenced in the document. As to the legal question, I am pursuing and will respond as soon as I have confirmation.

Thank you, and we look forward to working with you and Pinellas County and further enhancing our business relationship with the County.

Michael

Michael Riddle
Senior Account Manager
Verizon Business
3608 Queen Palm Dr.
Tampa, Fl. 33619
Ofc. 813-829-2717
Cell 813-732-8119
michael.riddle@verizonbusiness.com

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

From: McKenzie, Ruby M [mailto:rmckenz@co.pinellas.fl.us]
Sent: Friday, February 08, 2008 11:33 AM
To: jfricke@presidio.com; tll@redcelltechnologies.com; dgilden@acuitysolutions.com; tnaples@arubanetworks.com; Riddle, Michael J; smanck@att.com; hunter_westbrook@dell.com
Cc: Lachman, Ed (IT Administration); Rohrs, Jeff S; Riyad, Inass; Bayly, Karen; McKenzie, Ruby M
Subject: Invitation to Bid Aruba Wireless Network Equipment, Support and Maintenance 078-0197-M(RM)

Please see attached Invitation to Bid.

Ruby McKenzie, CPPB
Procurement Analyst
Pinellas County Purchasing Department
400 S. Ft. Harrison Ave 6th Fl Annex
Clearwater, FL 33756
Phone: 727 464-3795 Fax: 727 464-3925
email: rmmckenz@co.pinellas.fl.us

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

From: copier@purchasing6thfloor [mailto:copier@purchasing6thfloor]
Sent: Friday, February 08, 2008 11:26 AM
To: McKenzie, Ruby M
Subject:

This E-mail was sent from "RNPACDA78" (Aficio MP 7500).

Scan Date: 02.08.2008 11:25:31 (-0500)
Queries to: copier@purchasing6thfloor

McKenzie, Ruby M

From: Riddle, Michael J [michael.riddle@verizonbusiness.com]
Sent: Thursday, March 06, 2008 8:56 AM
To: McKenzie, Ruby M
Subject: FW: Invitation to Bid Aruba Wireless Network Equipment, Support and Maintenance 078-0197-M(RM)

Ruby,

As we discussed, all terms and conditions are as outlined in the MSA currently in place between Verizon Business and Pinellas County. When ordering equipment you only need to reference on the PO as you outlined below. No new agreement will need to be signed. I also believe the MSA covers the insurance issues. If you have any questions please call me.

Regards,

Michael

Michael Riddle
Senior Account Manager
Verizon Business
3608 Queen Palm Dr.
Tampa, Fl. 33619
Ofc. 813-829-2717
Cell 813-732-8119
michael.riddle@verizonbusiness.com

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Michael

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Sent: Friday, February 08, 2008 11:33 AM
To: jfricke@presidio.com; tll@redcelltechnologies.com; dgilden@acuitysolutions.com; tnaples@arubanetworks.com; Riddle, Michael J; smanck@att.com; hunter_westbrook@dell.com
Cc: Lachman, Ed (IT Administration); Rohrs, Jeff S; Riyad, Inass; Bayly, Karen; McKenzie, Ruby M
Subject: Invitation to Bid Aruba Wireless Network Equipment, Support and Maintenance 078-0197-M(RM)

System Agreement

1. **Scope of Agreement.** Subject to the terms and conditions of this Agreement, Verizon will provide Customer, either directly or in conjunction with such subcontractors as it may select, the equipment, software, installation services, maintenance and/or professional services (hereinafter collectively the "System") as described in this Agreement and as further described in a Statement of Work and any Exhibit attached hereto.

1.1 **For Equipment Sale and Installation Services:** Verizon will provide and, if applicable, install the equipment as set forth in the applicable quote and the Equipment and Installation Services Exhibit.

1.2 **For Maintenance Services:** Verizon will provide the maintenance services as set forth in the applicable quote and the Call Center Software, Support and Professional Services Exhibit, the Maintenance Services Exhibit and/or the Managed Network Solutions Exhibit.

1.3 **For Professional Services:** Verizon will provide the professional services as set forth in the applicable quote and the Professional Services Exhibit.

1.4 **For Security Solutions Services:** Verizon will provide the security solutions services as set forth in the applicable quote and the Security Solutions Services Exhibit.

1.5 **For Managed IP Telephony Services:** Verizon will provide the managed IP telephony services as set forth in the applicable quote and the Managed IP Telephony Services Exhibit.

All applicable Statements of Work and Exhibits attached hereto are incorporated herein and made a part of this Agreement.

2. Fees and Payment.

2.1 Customer will pay all fees for the System as set forth on Pages 2 and 3 of this Agreement and the applicable quote or Statement of Work, subject to additions and deductions made by written Change Order(s). Customer is responsible for applicable taxes, shipping, handling, telecommunication surcharges and other charges applicable to the equipment and/or services provided under this Agreement. Customer agrees either to pay to Verizon the amount of all applicable taxes (as determined by tax authorities) or to provide upon execution of this Agreement evidence of exemption acceptable to Verizon.

2.2 Payments are due within forty-five (45) days of receipt of the invoice ("Due Date") and any payment not received within forty-five (45) days after the Due Date shall be subject to a late payment charge of the lesser of one percent (1.0%) per month and the maximum amount allowed by law. Late payment charges will be assessed monthly against the amount due. Should Customer dispute an amount invoiced, Customer shall pay the undisputed portion of that invoice and promptly notify Verizon in writing of the amount and nature of the dispute and the parties shall cooperate to resolve the dispute pursuant to Section 15 of this Agreement. Verizon reserves the right to suspend or terminate any or all Services or terminate the provision, installation or repair of any or all equipment subject to this Agreement immediately if Customer is more than sixty (60) days overdue for payments that have not been disputed in good faith.

2.3 The down payment listed on Page 2 of this Agreement shall be paid pursuant to Florida Statute Section 218.70 at execution of this Agreement. The balance due shall be paid in accordance with the terms of this Section unless otherwise specified in a Statement of Work.

3. **Term and Termination.** This Agreement shall be effective as of the date first set forth above and shall continue in full force and effect until terminated in accordance with this Agreement.

3.1. Either party may, upon written notice, immediately suspend its performance of and/or terminate the affected service or equipment order to which the deficiency pertains in the event the other party (i) fails to perform material terms of this Agreement and (a) such failure is not cured within thirty (30) calendar days following receipt of a default notice in writing from the other party, or (b) if such failure cannot reasonably be cured during that time and the defaulting party fails to use commercially reasonable efforts to cure such breach as soon as practicable, but in any event within ninety (90) calendar days following written notice; (ii) engages in fraud, criminal conduct or willful misconduct in connection with the business relationship of the parties; or (iii) becomes insolvent, ceases doing business in the ordinary course, enters bankruptcy proceedings or effects an assignment for the benefit of creditors. In the event Verizon terminates this Agreement pursuant



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to this Section 3.1, Customer shall promptly pay Verizon for the System and any services provided up to the date of termination. In the event Customer defaults under this Agreement, Customer's down payment shall be non-refundable.

3.2. Either party may terminate this Agreement or a Statement of Work for convenience, in whole or in part, upon thirty (30) days prior written notice to the other party. If this Agreement or a Statement of Work is terminated by Customer pursuant to this Section, or if an order under this Agreement is cancelled by Customer, Verizon shall have no further responsibility under this Agreement, Statement of Work or such order, as applicable, and Customer shall promptly pay Verizon:

3.2.1. for all equipment and services provided up to the date of termination or cancellation, as applicable; for all expenses incurred up to the date of termination or cancellation, as applicable, including but not limited to the costs of terminating purchase orders, return of equipment and/or software, removal of equipment and/or software and other contractual obligations made by Verizon to meet its obligations under this Agreement or Statement of Work, plus amounts incurred by Verizon from the supplier(s).

3.3. Where multiple Statements of Work are associated with this Agreement, the termination of one or fewer than all of the Statements of Work shall only affect the terminated Statement(s) of Work. The remaining Statement(s) of Work shall remain in effect.

3.4. Verizon reserves the right to suspend performance under this Agreement or a Statement of Work if required, in Verizon's sole discretion, by regulation, statute, judicial action or other applicable legal requirement.

3.5. Verizon reserves the right to amend the rates, terms and conditions of Service under this Agreement to be effective upon the commencement of any renewal term and without formal amendment of this Agreement by providing Customer written notice thereof prior to the expiration of the then-current term. If Customer is unwilling to accept such amended rates, terms and conditions, Customer shall provide Verizon written notice thereof prior to the expiration of the then-current term, in which event the Service shall terminate upon expiration of the then-current term.

3.6. Termination of this Agreement shall not relieve either party of its respective obligations to comply with all terms of this Agreement that expressly call for performance prior or subsequent to the termination date, including without limitation the parties' respective obligations to protect proprietary and confidential information.

4. **Purchase Order.** The parties acknowledge that a Customer purchase order or similar document is intended solely to evidence Customer's intention to purchase equipment, software and/or services set forth therein. Except with respect to a provision in a Customer purchase order or similar document evidencing an intent to be bound by the terms and conditions of an Agreement between Customer and Verizon, the terms and conditions of such Customer purchase order or similar document shall be disregarded and of no force or effect, it being agreed that the terms and conditions of the Agreement between Customer and Verizon shall govern.

5. **Leasing Option.** With Verizon's prior written consent Customer may finance the System or any portion thereof in a separate transaction through a third party leasing company ("Lessor") approved by Verizon, assign its rights and obligations with respect to payment under this Agreement to the Lessor, and/or cause the Lessor to issue a purchase order in a form acceptable to Verizon. Notwithstanding such transaction and/or assignment, Customer shall remain responsible for performance of all of its obligations under this Agreement, including payment in full.

6. **Risk of Loss.** If Verizon installs the System, risk of loss or damage to the System passes to Customer on delivery of the System (including portions thereof) to Customer's site. If Verizon does not install the System, risk of loss or damage to the System (or portions thereof) passes to Customer upon delivery to the carrier.

7. Title to the System shall remain with Verizon until payment in full by Customer.

8. **Software.** Software provided in conjunction with the System is licensed to Customer under the license provided by the software publisher or by the equipment manufacturer with which the software is provided. Customer shall, if required, execute a separate software license agreement in a form satisfactory to the software publisher or equipment manufacturer.

9. **Customer Responsibilities.** Customer will:

9.1. Allow Verizon access for installation, inspection, testing, maintenance and repair of the System and performance of any required activity.

9.2. Provide suitable building facilities for the System in accordance with local codes, including but not limited to



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ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes.

9.3. Provide necessary heating, cooling, humidity and dust control as required by manufacturer specifications.

9.4. Remove existing equipment or cable that interferes with System installation.

9.5. Identify and disclose to Verizon concealed equipment, wiring or conditions that might be affected by or might affect the installation of the System.

9.6. Authorize Verizon, at Customer's expense, to make service requests upon third parties for System interconnection requirements, including obtaining telephone service for testing where necessary.

9.7. Designate trash deposit points on each floor on which the System is to be installed where Verizon will place waste for removal by Customer.

9.8. Cooperate with Verizon's requests for assistance in testing or installation.

9.9. Be responsible for providing adequate back-up of data and for restoring data to repaired equipment.

9.10. If the System is to be connected to the public network, be solely responsible for selection, implementation and maintenance of security features for defense against unauthorized long distance calling, and for payment of long distance, toll and other telecommunications charges incurred through use of the System.

9.11. Immediately notify Verizon of any anticipated delay in building availability or inability to meet any of the above listed requirements.

10. Changes In/Additions to System.

10.1 Customer may order additional equipment, software, and/or services pursuant to a written Amendment, Customer purchase order or similar document, and such order shall be governed by this Agreement, including without limitation Section 4, and shall specifically reference this Agreement.

10.2 Customer shall also have the right, by written notice, to propose changes in the System under this Agreement and any Statement of Work ("Change Orders") and Verizon shall comply to the extent it deems feasible and reasonable. If Verizon determines that such changes cause an increase or decrease in the cost of or time required for performance, Verizon shall advise Customer and such adjustments shall be reflected in a written Change Order. Should Verizon encounter, in installing the System, any concealed or unknown condition not expressly set forth in the applicable Statement of Work, which condition affects the price or schedule for installation of the System, the price and/or the schedule shall be equitably adjusted by Change Order to cover all costs, including but not limited to labor, equipment, materials and tools necessary to carry out the change.

10.3 No Change Order shall become effective as a part of this Agreement and the applicable Statement of Work, and no changes in the System shall be initiated, until the Change Order is mutually agreed upon in writing. Verizon shall not be obligated to consider or accept any Change Order that results in a decrease of more than twenty percent (20%) in the total price of the System. Verizon may also propose changes in or additions to the System, and may proceed with such changes upon execution by Customer and Verizon of a written Change Order.

11. **Warranty.** Verizon warrants that it will perform the services provided under this Agreement in a good and workmanlike manner. Unless otherwise set forth in an Exhibit, all manufacturers'/publishers' warranties for equipment and/or software provided hereunder are passed through to Customer and warranty claims shall be presented by Customer directly to the manufacturer/publisher.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES FROM VERIZON, UNLESS OTHERWISE STATED IN AN EXHIBIT. OTHERWISE VERIZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. VERIZON SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO VERIZON'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD. VERIZON MAKES NO WARRANTY FOR USE OF THE SYSTEM AS A COMPONENT IN LIFE SUPPORT SYSTEMS OR DEVICES, PUBLIC SAFETY SYSTEMS, OR WITH RESPECT TO THE PERFORMANCE OF ANY SOFTWARE OR FIRMWARE.



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12. Limitation of Liability. EXCEPT FOR PAYMENTS OWED UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING A PARTY'S NEGLIGENCE) OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, LOST PROFITS (ACTUAL OR ANTICIPATED), UNAVAILABILITY OF ALL OR PART OF THE SYSTEM, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET OUT IN SECTION 13.1, VERIZON'S ENTIRE LIABILITY FOR ANY OTHER DAMAGE WHICH MAY ARISE HEREUNDER, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING VERIZON'S NEGLIGENCE, OR OTHERWISE, SHALL BE LIMITED TO THE PURCHASE PRICE OF THE SPECIFIC EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM. VERIZON SHALL BEAR NO LIABILITY FOR USE OF EQUIPMENT, SOFTWARE OR SERVICES PROVIDED UNDER THIS AGREEMENT IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES OR PUBLIC SAFETY SYSTEMS. EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, VERIZON SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SYSTEM WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT CUSTOMER MAY UTILIZE IN CONJUNCTION WITH THE SYSTEM OR TO WHICH CUSTOMER MAY CONNECT THE SYSTEM.

13. Indemnification and Defense.

13.1 Except as provided below, Verizon will defend Customer against any claim, suit, action or proceeding alleging that equipment supplied by Verizon to Customer under this Agreement ("Verizon supplied equipment") infringes a valid U.S. patent or copyright ("Claim"), and Verizon will indemnify and hold harmless Customer against any and all finally awarded costs and expenses, including attorneys' fees, in connection with any such Claim.

13.2 If the use of any Verizon supplied equipment is enjoined or subject to a Claim as described above, Verizon may, at its option and expense, either procure for Customer the right to continue to use the equipment, replace the equipment, or relevant component, with substantially equivalent, non-infringing equipment, or relevant component, or modify the equipment, or relevant component, so that it becomes non-infringing. In the event that none of the foregoing options is commercially reasonable to Verizon, Verizon will remove the infringing Verizon supplied equipment and refund to Customer the purchase price for the equipment less depreciation for its use. Depreciation shall be calculated on a straight-line basis, assuming a useful life of five (5) years.

13.3 Katz Patents. Notwithstanding anything in this Agreement to the contrary, Verizon and its subsidiaries shall not be liable to Customer or indemnify Customer for any allegation, assertion, or claims of patent infringement, including contributory infringement or inducement to infringe, of any patents either owned, assigned, or licensable now or hereafter by Ronald A. Katz or Ronald A. Katz Technology Licensing, L.P. or by his or its successors or assigns, or on which Ronald A. Katz is listed as an inventor ("Katz Patents").

Customer releases Verizon and its subsidiaries and its and their employees, officers, and directors from any and all liability for all allegations, assertions, claims, losses and damages (whether stated in contract or tort, including but not limited to all claims for patent and copyright infringement) arising from, in connection with, related to, or as a result of any claim of infringement, including contributory infringement or inducement to infringe, of any Katz Patents related to equipment and/or services provided by Verizon to Customer under this Agreement, whether alone or in combination with other devices, products, software, services and/or materials whether provided by Customer, Verizon, or others.

Verizon shall not be responsible for determining whether Customer requires a license to any Katz Patents, obtaining any such license on their behalf, or paying any fees relating to any such licenses.

To the extent there is any contradiction in terms as between this sub-section and any other (sub-)section of this Agreement, the terms of this sub-section shall take precedence.

13.4 Any obligation on the part of Verizon to defend and indemnify shall not apply to any Claim or portion thereof that arises from (i) any negligent or willful act or omission by or attributable to Customer; (ii) use or operation of the Verizon



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supplied equipment in combination with equipment or services provided by Customer or any third party; (iii) any addition to or modification of the Verizon supplied equipment by Customer, any third party or Verizon at Customer's request; (iv) use of other than the then current unaltered release of any software used in the Verizon supplied equipment; or (v) any equipment, system, product, process, method or service of Customer which otherwise infringed the U.S. patent or copyright asserted against Customer prior to the supply of the equipment to Customer by Verizon under the Agreement.

13.5 The foregoing states the entire obligation of Verizon to Customer and is Customer's sole and exclusive remedy with respect to any Claim of infringement of any intellectual property right of any kind, and Verizon disclaims all other warranties and obligations with respect to any such Claims.

13.7 Verizon shall defend, indemnify, and hold harmless Customer against all claims and liabilities for direct damages imposed on Customer for bodily injuries, including death, and for damages to real or tangible personal property to the extent caused by the negligent or otherwise tortious acts or omissions of Verizon, its agents or employees in the course of performance of this Agreement.

13.8 The defense and indemnification obligations set forth in this Section 13 are contingent upon (1) Customer providing Verizon prompt, written, and reasonable notice of the claims, demands, and/or causes of action subject to indemnification, (2) Customer granting Verizon the right to control the defense of the same, and (3) Customer's full cooperation with Verizon in defense of the claim, including providing information and assistance in defending the claim. Nothing herein, however, shall restrict Customer from participating, on a non-interfering basis, in the defense of the claim, demand, and/or cause of action at its own cost and expense with counsel of its own choosing. No settlement may be entered into by Verizon on behalf of Customer that includes obligations to be performed by Customer (other than payment of money that will be fully paid by Verizon under Sections 13.1- 13.7 above) without Customer's prior written approval.

14. Confidentiality. Except as required by law or regulation, each party (the "receiving party") shall keep confidential and not disclose, directly or indirectly, to any third party any Confidential Information, as defined below, received from the other party (the "disclosing party") without the prior written consent of a duly authorized officer of the disclosing party. The disclosing party shall conspicuously mark its tangible Confidential Information as Proprietary or Confidential at the time of disclosure to the receiving party. Confidential Information that is disclosed orally will be identified by the disclosing party as Confidential Information at the time of disclosure to the receiving party. Each party shall use, copy and disclose the Confidential Information of the disclosing party solely for purposes of performing this Agreement. All Confidential Information of a party shall be and shall remain the property of such party. A party shall deliver to the disclosing party, upon written request by the disclosing party, all Confidential Information of the disclosing party then in the receiving party's possession or control, directly or indirectly, in whatever form it may be (including, without limitation, magnetic media) or certify its destruction to the disclosing party. Each party shall take all necessary and reasonable action, by instruction, agreement or otherwise, with its employees, consultants, subcontractors, affiliates, and representatives to satisfy its obligations hereunder. The receiving party's obligations hereunder with respect to confidentiality, non-disclosure and limitation of use of Confidential Information shall be for the term of the Agreement plus one (1) year. For purposes of this provision, a third party shall not include an entity which has a need to know the Confidential Information and which owns, is owned by, or is under common ownership with a party to this Agreement.

14.1 Nothing in this Agreement shall prevent either party from using or disclosing any Confidential Information that: (i) has become generally available to the public, other than through any improper action of such party, (ii) is already in the possession of the receiving party and not subject to an existing agreement of confidence between the parties, (iii) is received from a third party without restriction and without breach of this Agreement, (iv) is independently developed by the receiving party as evidenced by its records, or (v) is disclosed pursuant to a valid law, rule, regulation, subpoena, demand, or order of a court or other governmental body or any political subdivision thereof of competent jurisdiction (collectively "demand"); provided, however, that the receiving party shall first have given notice thereof to the disclosing party (unless prohibited by the terms of such request or requirement, or such notice is otherwise prohibited by law) in order to permit the disclosing party to seek reasonable protective arrangements.

14.2 For purposes of this Agreement, the term "Confidential Information" shall include, without limitation, all trade secrets of a party and all other information and material that relates or refers to the plans, policies, finances, corporate developments, products, pricing, sales, services, procedures, intra-corporate transactions, suppliers, prospects and customers of a party, as well as financial information relating to such suppliers, prospects and customers, and any other similar confidentiality information and material which such party does not make generally available to the public. By way



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of illustration, but not limitation, Confidential Information includes all computer software (including object code and source code), computer software and data base technologies, systems, structures and architectures, and the processes, formulae, compositions, improvements, inventions, discoveries, concepts, ideas, designs, methods and information developed, acquired, owned, produced, or practiced at any time by a party, and all non-public information relating to the business of such party.

15. **Hazardous Substances.** Except as disclosed to and acknowledged in writing by Verizon, Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal or local hazardous waste or environmental law or regulation) at any location where Verizon is to perform services under this Agreement. If during such performance Verizon employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure limit for the protection of workers. Verizon may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Verizon. Performance obligations under this Agreement shall be extended for the period of delay caused by said cleanup or removal. Customer's failure to remove or contain hazardous substances shall entitle Verizon to terminate this Agreement without further liability, in which event Customer shall permit Verizon to remove any equipment that has not been accepted, shall reimburse Verizon for expenses incurred in performing this Agreement until termination (including but not limited to expenses associated with such termination, such as removing equipment, terminating leases, demobilization, etc.), and shall complete payment for any portion of the System that has been accepted.

16. **Force Majeure.** Neither party shall be liable for any delay or failure in performance under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, explosion, riot, embargo, acts of the Government in its sovereign capacity, labor disputes, unavailability of equipment, software or parts from vendors, or changes requested by Customer. The affected party shall provide prompt notice to the other party and shall be excused from performance to the extent of such caused delays or failures, provided that the party so affected shall use reasonable efforts to remove such causes of such delays or failures and both parties shall proceed whenever such causes are removed or cease. If performance of either party is prevented or delayed by circumstances as described in this section for more than ninety (90) days, either party may terminate the affected Service or Statement of Work. Notwithstanding the foregoing, Customer shall not be relieved of its obligation to make any payments, including any late payment charges as provided in Section 2.2, above, that are due to Verizon hereunder.

17. **Assignment.** Neither party may, without the prior written consent of the other party, assign or transfer its rights or obligations under this Agreement; consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Verizon may, without prior notice, assign this Agreement, in whole or in part, to any Verizon affiliate or to any successor entity upon the merger, reorganization, consolidation or sale of all or substantially all of Verizon's assets associated with the equipment or Services provided pursuant to this Agreement. For purposes of this Section, "affiliate" shall mean a person or entity that directly or indirectly controls, is controlled by, or is under common control with Verizon. Any attempt to assign this Agreement in contravention of this Section shall be void and of no force and effect.

18. **Governing Law.** This Agreement shall be governed by the substantive laws of the State of Florida, without regard to its choice of law principles.

19. **Non-Waiver/Severability.** Either party's failure to enforce any of the provisions of this Agreement or to exercise any right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of this Agreement. Any waiver must be written and signed by the parties. If any provision of this Agreement or the provision of any Service or equipment under the terms hereof is held to be illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or not requiring the provision of such invalid, illegal, or prohibited Service or equipment in such State or jurisdiction.

20. **Publicity.** Except as required by law, the parties shall keep this Agreement confidential and shall not disclose this Agreement or any of its terms without the other party's written consent. Neither party shall use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with the other party or its affiliates, or from which any association with such party or its affiliates may be inferred or implied, in any manner, including but not limited to advertising, sales promotions, press releases or otherwise, without the prior written permission of such party. Notwithstanding any contrary term in this Agreement, the parties may issue or permit issuance of a press release or other



System Agreement

public statement concerning this Agreement, provided, however, that no such release or statement shall be published without the prior mutual consent of the parties.

21. **Notices.** All notices or other communication given or required by either party to the other under this Agreement shall be deemed to have been properly given if hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile with confirmation of receipt or by overnight courier. Such notices and communications shall be deemed effective upon receipt. If to Verizon, notices should be sent to Verizon National Contract Repository, 700 Hidden Ridge, MC:HQW02L25, Irving, TX 75038, and if to Customer to the address specified on the cover sheet. Such address may be changed by either party by notice sent in accordance with this Section.

22. **Compliance with Laws.** Each party shall comply with the provisions of all applicable federal, state, and local laws, ordinances, regulations and codes in its performance under this Agreement or any Statement of Work, including without limitation the export laws of the United States or any country in which Customer receives equipment, software or services.

23. **Independent Contractor Relationship; No Agency.** Each party understands and agrees that it and its personnel are not agents or employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever. Each party shall indemnify, hold harmless and defend the other against any liabilities, claims, losses and damages (including costs, expenses and reasonable attorneys' fees) arising out of its failure to comply with this provision and any laws, rules or regulations applicable thereto.

24. **Interpretation.** The Agreement shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

25. **Headings.** The Section headings used herein are for reference and convenience only and shall not enter into the interpretation of this Agreement.

26. **Modifications.** This Agreement may only be amended, changed, waived or modified in a written document that is signed by both parties.

✓ 27. **Entire Agreement.** This Agreement, together with any Statement of Work hereunder and any Exhibit hereto, constitutes the entire agreement between the parties pertaining to the subject matter herein and supercedes all prior oral and written proposals, correspondence and memoranda with respect thereto, and no representations, warranties, agreements or covenants, express or implied, of any kind or character whatsoever with respect to such subject matter have been made by either party to the other, except as expressly set forth in this Agreement. In the event of conflicts among the terms of this Agreement, a Statement of Work and/or an Exhibit, the following order of precedence shall apply: the Exhibit, this Agreement, and the Statement of Work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective representative whose signature appears below have been and are on the date of signature duly authorized to execute this Agreement and that each party has the authority to enter into this Agreement.

Verizon Select Services Inc.

Customer: Pinellas County, Florida

By: [Signature]
Print Name: Suleiman Hessami
Title: VP Pricing/Contract Management
Date: 6-29-06

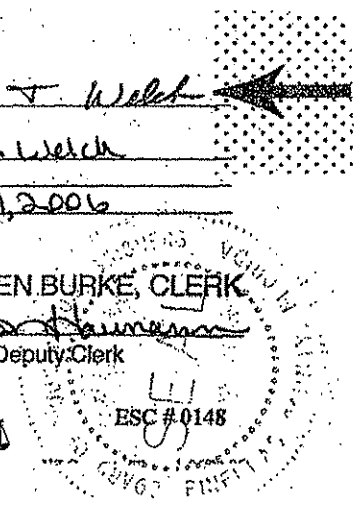
By: [Signature]
Print Name: Kenneth T. Welch
Title: Chairman
Date: August 9, 2006

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By [Signature]
Attorney

ATTEST: KEN BURKE, CLERK

By: [Signature]
Deputy Clerk



McKenzie, Ruby M

From: Hunter, Marian L
Sent: Thursday, March 13, 2008 2:26 PM
To: McKenzie, Ruby M
Subject: RE: VERIZON INSURANCE DOCS.pdf

Insurance is ok.

M. Loretta Hunter
Pinellas County Risk Management
400 S. Ft. Harrison Ave., 3rd fl
Clearwater, FL 33756
(727) 464 -3777
(727) 453 - 3303 fax
lhunter@pinellascounty.org

From: McKenzie, Ruby M
Sent: Thursday, March 13, 2008 2:03 PM
To: Hunter, Marian L
Cc: Lachman, Ed (IT Administration)
Subject: VERIZON INSURANCE DOCS.pdf

Verizon Insurance for Bid 078-0197-M Wireless Network Equipment (Aruba)

Please advise if all is in place.

Thanks.

ruby

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2008

PRODUCER
Aon Risk Services Northeast, Inc.
fka Aon Risk Services, Inc. of New York
199 Water Street
New York NY 10038-3551 USA

PHONE (866) 283-7122 FAX (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Verizon Select Services Inc.
140 West Street
New York NY 10007 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	American Home Assurance Co.	19380
INSURER B:	Illinois National Insurance Co	23817
INSURER C:	National Union Insurance Co.	30333
INSURER D:	Insurance Company of the State of PA	19429
INSURER E:	New Hampshire Ins Co	23841

COVERAGES SIR May Apply

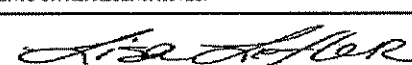
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	1595312 General Liability	06/30/07	06/30/08	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A A A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	1606848 1606849 1606850	06/30/07 06/30/07 06/30/07	06/30/08 06/30/08 06/30/08	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
						AGGREGATE	
A A B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	1608125 Workers Compensation 1608126 CA 1608127 FL	06/30/07 06/30/07 06/30/07	06/30/08 06/30/08 06/30/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Pinellas County BOCC, Purchasing Department is included as Additional Insured, as required by written contract, excluding workers' compensation policy.

CERTIFICATE HOLDER
 Pinellas County BOCC
 Purchasing Department
 400 S. Fort Harrison Avenue
 6th Floor Annex
 Clearwater FL 33756 USA

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE 

Holder Identifier : 570027381303 Certificate No :

Attachment to ACORD Certificate for Verizon Select Services Inc.

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Verizon Select Services Inc.
140 West Street
New York NY 10007 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
		WORKERS COMPENSATION				
C			1608128 OR	06/30/07	06/30/08	
E			1608130 MI, NY, WI	06/30/07	06/30/08	
D			1608129 AR, MA, TN, VA	06/30/07	06/30/08	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS