
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: IFB-600592-09/GMG - Term Contract for Supply & Service of Controllers, Cabinets with Ethernet & Miscellaneous Appurtenances & Components

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Gloria Garcia

EXT: 7123

MOTION/RECOMMENDATION:

Award IFB-600592-09/GMG –Term Contract for Supply & Service of Controllers, Cabinets with Ethernet & Miscellaneous Appurtenances & Components to Naztec, Inc., Sugar Land, Texas (Term Contract).

County-wide

Ray Hooper

BACKGROUND:

IFB-600592-09/GMG will provide for all labor, materials, equipment, coordination, transportation and incidentals necessary to furnish and install controllers, cabinets with Ethernet and miscellaneous appurtenances and components for Traffic Engineering Operations. This project was publicly advertised and the County received one (1) submittal in response to the solicitation. This project was advertised and posted for thirty (30) days. The history for these products and services indicate that Naztec, Inc., is the only company that has responded to this type of procurement. Consideration was given to the responsibility, responsiveness, price proposal and past performance of the firm. The Review Committee comprised of Charles Wetzel, Assistant County Traffic Engineer; and Chad Dickson, ATMS Coordinator, reviewed the response. This company has been providing these products and services for Seminole County and surrounding jurisdictions with excellent performance tracking for the past years.

This project is a rebid of IFB-3087-04/GMG, which was awarded by the Board of County Commissioners on April 24, 2004, to run for a total period of six (6) years. Previously, the County was piggybacking from the City of Orlando to acquire these items and components from Naztec, Inc. Due to the requirement of highly technical components that were not included in the City of Orlando contract, the County determined to competitively bid out this project, which was publicly advertised, one (1) submittal from Naztec, Inc. was received in response to the solicitation. The prices are comparable with previous pricing schedules and are found to be reasonable in the market place for those types of commodities and services. The bid tabulation sheet and the Contractor's total bid amount listed on the price schedule reflects the sum of the unit prices of the 269 bid items, which amounts to \$6,285,642.00. This amount is not intended as a purchasing authority, but was to be used for comparative purposes if other bids were received.

Authorization for delivery of materials and services by the Contractor under this Agreement shall be in the form of written Release Orders issued and executed by the County for a fixed fee basis, including any and all reimbursable expenses. The agreement shall take effect on

the date of its execution by the County and shall run for a period of three (3) years. At the sole option of the County, the agreement may be renewed for three (3) successive periods not to exceed one (1) year each. The estimated annual usage of the contract is approximately \$400,000.00 per year.

STAFF RECOMMENDATION:

Staff recommends that the Board to award IFB-600592-09/GMG - Term Contract for Supply & Service of Controllers, Cabinets with Ethernet & Miscellaneous Appurtenances & Components to Naztec, Inc., Sugar Land, Texas (Term Contract).

ATTACHMENTS:

1. Consensus Form
2. Tabulation Sheet/Status
3. Term Agreement IFB-600592-09

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**IFB-600592-09/GMG – Term Contract for Supply & Service of Controllers, Cabinets
with Ethernet & Miscellaneous Appurtenances & Components**

Consensus Form

APPLICANT NAMES:

Naztec, Inc.

REVIEW COMMITTEE MEMBERS:

Charlie Wetzel
Chad Dickson

RECOMMENDATION FOR AWARD:

Naztec, Inc.

DATE:

4/2/09

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Cost/Past Performance

Naztec was the only bidder as expected. They have been on
contract for many years with fine service and products we
look forward to continuing to do business with Naztec.

Charlie Wetzel

Chad Dickson



*Department of Administrative Services
Purchasing and Contracts Division
1101 East First Street, Room 3208
Sanford, FL 32771
Phone: 407-665-7123; Fax: 407-665-7956*

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

Project: IFB-600592-09/GMG – Term Contract for Supply & Service of Controllers, Cabinets with Ethernet & Miscellaneous Appurtenances & Components

Date: March 25, 2009

Time: 2:00 P.M.

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

ITEM DESCRIPTION	Response 1
	Naztec, Inc. PO Box 765 Sugar Land, TX 77487 (281) 240-7233 – Phone (281) 240-7238– Fax Bryan B. Beyer
Estimated Annual Amount of Bid	\$6,285,642.00

*Tabulated by: Gloria M. García, Senior Procurement Analyst Posted: 3/25/2008 at 3:15 PM
Recommendation of Award: Naztec, Inc. for **BCC approval on 4/28/2009**. Posted: 3/30/2009
at 4:00 PM*



**TERM CONTRACT FOR SUPPLY AND SERVICE OF CONTROLLERS, CABINETS WITH
ETHERNET AND MISCELLANEOUS APPURTENANCES, AND COMPONENTS
(IFB-600592-09/GMG)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **NAZTEC, INC.**, duly authorized to conduct business in the State of Florida, whose address is P.O. Box 765, Sugar Land, Texas 77487, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to supply and service controllers, cabinets with Ethernet and miscellaneous appurtenances, and components for Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to provide services and materials as described above and desires to provide such according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services and equipment as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services and equipment shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone

does not authorize services or purchases of equipment or require COUNTY to place any orders for work.

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

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services and equipment by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services and equipment required and shall state the dates for performance of services and delivery of equipment and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services and equipment contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by COUNTY for supply and service of controllers, cabinets with Ethernet and miscellaneous appurtenances, and components.

SECTION 6. PAYMENT AND BILLING.

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

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

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

The original invoice and one (1) copy shall be sent to:

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

Two (2) copies of the invoice shall be sent to:

Public Works/Traffic Engineering
140 Bush Loop
Sanford, Florida 32773

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

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at

CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

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

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

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

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

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

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

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued

pursuant to it, this Agreement shall prevail.

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

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

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to

this Agreement with COUNTY.

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

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

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

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

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

SECTION 17. INSURANCE.

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

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of

the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.



(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until

such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

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

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

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below.

In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida

Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

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

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

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

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

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00



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

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to ensure that all of its subcontractors performing services under this

Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

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

SECTION 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or

more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

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

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONTRACTOR is to

be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Public Works/Traffic Engineering
140 Bush Loop
Sanford, Florida 32773

For CONTRACTOR:

NAZTEC, Inc.
P.O. Box 765
Sugar Land, Texas 77487

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

(Signature Page Follows)

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

ATTEST: NAZTEC, INC.

, Secretary

(CORPORATE SEAL)

By: _____
, President

Date: _____

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.



County Attorney

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order

AEC/sjs
3/2/09, 4/3/09
F:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\IFB-600592-09.doc

EXHIBIT A

Section 1 – Description of Services

The Contractor shall be responsible for all labor, materials, equipment, coordination, transportation and incidentals necessary to furnish and install controllers, cabinets with Ethernet and miscellaneous appurtenances and components.

Authorization for services by the successful Contractor (s) under this Agreement shall be in the form of written Release Orders issued and executed by the County on an as needed basis.

**Section 4 –
Price Schedule**

PROJECT: IFB-600592-09/GMG – Term Contract for Supply & Service of Controllers, Cabinets with Ethernet & Miscellaneous Appurtenances & Components

Name of Bidder: Naztec, Inc.

Mailing Address: P. O. Box 765 Sugar Land, Texas 77487

Street Address: 820 Park Two Dr.

City/State/Zip: Sugar Land, Texas 77478

Phone Number: () 281-240-7233 FAX Number: () 281-240-7238

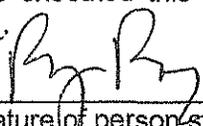
Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to provide services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. through , on file at the Purchasing and Contracts Division for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Part I Subtotal:	\$ <u>4,477,291</u>
Part II Subtotal:	\$ <u>683,350</u>
Part III Subtotal:	\$ <u>1,020,402</u>
Part IV Subtotal:	\$ <u>104,599</u>
TOTAL AMOUNT OF BID:	\$ <u>6,285,642</u>

IN WITNESS WHEREOF, BIDDER has hereunto executed this PRICE SCHEDULE FORMS this 23 day of March, 2009.

Naztec, Inc.
(Name of BIDDER)


(Signature of person signing FORM)

Bryan B. Beyer, Systems Manager
Printed name and title of person signing FORM)

Price Schedule IFB-600592-09/GMG

PART I - SOFTWARE

Item #	Description	Unit Price
1	Naztec Regional Traffic Signal Control	\$ 75,000
2	Naztec CCTV – Camera Control Module	\$ 25,000
3	Naztec Dynamic Message Signs Module	\$ 25,000
4	Naztec Incident Management Module	\$ 25,000
5	Naztec Parking Guidance Module	\$ 35,000
6	Naztec Adaptive Central Control Module	\$ 275,000
7	Naztec Traffic Responsive Module	\$ 75,000
8	Naztec Transit Priority Module	\$ 125,000
9	Naztec Traveler Information Module	\$ 35,000
10	Naztec Traffic Maintenance Module	\$ 35,000
11	Naztec Local Adaptive Control Module per Intersection	\$ 1,750
12	Naztec Local 2070 software	\$ 700
13	Naztec Local NTCIP Transit Priority Module	\$ 1,200
14	Naztec WEB.now	\$ 35,000
15	Naztec AVL.now Public Vehicle Tracking Module	\$ 375,000
16	Naztec EMERGENCY.now	\$ 2,100,000
17	Naztec PRIORITY.now	\$ 1,200,000

COMPANY: Naztec, Inc.

Item #	Description	Unit Price
18	Naztec PARTNER.now for Palm™ or Windows™ Mobile	\$ 2,995
19	Naztec Windows™ Mobile GPS/GIS Interface	\$ 10,000
20	Latest Synchro/SimTraffic from Trafficware	\$ 4,098
21	Latest 3D Viewer from Trafficware	\$ 999
22	Latest Warrants from Trafficware	\$ 549
23	Naztec Laptop Upload/Download Software	\$ 5,000
24	Naztec Desktop Upload/Download Software	\$ 10,000
SUBTOTAL FOR PART I		\$ 4,477,291

COMPANY: Naztec, Inc

PART II – LABOR:

Item #	Description	Unit Price
1	Naztec Database Conversion per intersection	\$ 250
2	Naztec Database Conversions for 100 intersections	\$ 20,000
3	Intersection graphic per location	\$ 250
4	Intersection graphics for 100 locations	\$ 20,000
5	Training Cost – Naztec Central System	\$ 6,500
6	Training Cost – Naztec Field Hardware	\$ 6,500
7	Integration of Naztec CCTV – Camera Control Module	\$ 15,000
8	Integration of Naztec Dynamic Message Signs Module	\$ 15,000
9	Integration of Naztec Incident Management Module	\$ 15,000
10	Integration of Naztec Parking Guidance Module	\$ 15,000
11	Integration of Naztec Adaptive Control Module	\$ 45,000
12	Integration of Naztec Transit Priority Module	\$ 45,000
13	Integration of Naztec Traveler Information Module	\$ 15,000
14	Integration of Naztec Traffic Maintenance Module	\$ 15,000
15	Integration of Naztec Local Adaptive Control Module	\$ 15,000
16	Professional Engineering Services on Naztec equipment	\$ 100
17	Software Engineering Services on Naztec software	\$ 150
18	On-site Service per day plus component expense for Naztec equipment	\$ 1,500

COMPANY: Naztec, Inc

Item #	Description	Unit Price
19	3-day on-site install/test for Naztec equipment	\$ 4,500
20	Install Server Software for Naztec equipment	\$ 2,500
21	Install Workstation Software for Naztec equipment	\$ 1,200
22	Technical Engineering Services for Naztec equipment	\$ 100
23	Naztec Cabinet Install	\$ 4,600
24	Naztec Controller Install	\$ 2,500
25	Update intersection timing with data collection per intersection for Naztec Controllers using existing Synchro Files	\$ 4,800
26	Update intersection timing with data collection per intersection for Naztec Controllers generating new Synchro Files	\$ 6,000
27	Update intersection timing per intersection for Naztec Controllers using existing Synchro Files	\$ 3,000
28	Update intersection timing per intersection for Naztec Controllers generating new Synchro Files	\$ 4,500
29	Data collection for signal timing for Naztec controllers	\$ 2,000
30	Implement Adaptive per intersection for Naztec Controllers	\$ 4,500
31	Implement Traffic Responsive plan selection per intersection for Naztec Controllers	\$ 2,850
32	EMERGENCY.now yearly maintenance	\$ 210,000
33	PRIORITY now yearly maintenance	\$ 120,000
34	ATMS. now yearly Maintenance	\$ 7,500
35	Adaptive Responsive yearly Maintenance	\$ 45,000
36	Traffic Responsive yearly Maintenance	\$ 7,500
37	Repair Charge (parts not included) per hour	\$ 50
SUBTOTAL FOR PART II		\$ 683,350

COMPANY: Naztec, Inc

PART III - FIELD HARDWARE

Item #	Description	Unit Price
1	Naztec 980 TS2-1 Controllers 2 Port	\$ 1,550
2	Naztec 980 TS2-2 Controllers 2 Port	\$ 1,850
3	Naztec 980 TS2-1 Controllers w/ Ethernet 2 Port	\$ 2,350
4	Naztec 980 TS2-2 Controllers w/ Ethernet 2 Port	\$ 2,450
5	Naztec 980 TS2-1 Controllers 4 Port	\$ 2,050
6	Naztec 980 TS2-2 Controllers 4 Port	\$ 2,350
7	Naztec 980 TS2-1 Controllers w/ Ethernet 4 Port	\$ 2,850
8	Naztec 980 TS2-2 Controllers w/ Ethernet 4 Port	\$ 2,950
9	Naztec ATC Controller	\$ 2,850
10	Naztec ATC Controller Upgrade	\$ 1,650
11	Naztec ATC Controller Upgrade for new cabinet purchase	\$ 1,350
12	Naztec 980 ENET Upgrade	\$ 1,250
13	Naztec BIU w/ RS232	\$ 300
14	Naztec TS2 Cabinet Power Supply	\$ 350
15	Naztec Detectors 2-Channel	\$ 125
16	Naztec Detectors 4-Channel	\$ 250
17	Naztec Detectors 2-Channel LCD	\$ 225
18	Naztec Detectors 4-Channel LCD	\$ 350

COMPANY: Naztec, Inc

Item #	Description	Unit Price
19	Naztec TS1 Shelf Detector 1-Channel	\$ 125
20	Naztec MMU w/ RS232	\$ 575
21	Naztec MMU w/ RS232 Tri Color	\$ 675
22	Naztec MMU LCD	\$ 875
23	Naztec MMU LCD w/ Ethernet	\$ 925
24	Naztec CMU LCD w/ RS232	\$ 675
25	Load Switches for a Naztec cabinet	\$ 30
26	Flasher for a Naztec cabinet	\$ 30
27	Flash Relay for a Naztec cabinet	\$ 30
28	Naztec ISO Interface Panel	\$ 250
29	Naztec Loop Interface Panel	\$ 300
30	Naztec Communication Panels	\$ 150
31	Naztec D Connector Panel	\$ 300
33	Naztec Microwave Detector interface panel	\$ 300
34	Naztec Fiber Interface Panel	\$ 350
35	Naztec External FSK Modem	\$ 300
36	Naztec Modem cable for dial-up/fiber/FSK/Radio Modems	\$ 25
37	Naztec External Dial-Up Modem	\$ 25
38	Naztec Punch down block interface	\$ 50

COMPANY: Naztec, Inc

Item #	Description	Unit Price
39	Naztec 2070 Lite NEMA Controller	\$ 3,600
40	Naztec 2070 Lite Controller	\$ 3,000
41	Naztec 2070 FIO-8 NEMA	\$ 1,250
42	Naztec TS2 Test Box	\$ 2,500
43	Naztec RS232 Opto-Isolator Box w/ Cables	\$ 300
44	Naztec Rack for FSK Rack Modems	\$ 300
45	Naztec SDLC Cable	85
46	Naztec RS232 Cable	\$ 25
47	Paint Naztec cabinet either inside or outside	\$ 500
48	Naztec Chronomax Time Clock	\$ 285
49	Naztec Chronomax Time Clock w/ Pigtail	\$ 300
50	Naztec Flasher Cabinet w/o Time Clock or Pager Unit	\$ 550
51	Naztec Chronomax Pager Unit Upgrade Kit	\$ 500
52	Naztec Pager Verification Unit (1 needed for central)	\$ 550
53	Naztec Chronomax IP Unit Upgrade Kit	\$ 750
54	Naztec Central Pager Software	\$ 1000
55	Naztec GPS Unit for local controller	\$ 500
56	Naztec 1 Section 12" Black Polycarbonate Signal Head	\$ 50
57	Naztec 3 Section 12" Black Polycarbonate Signal Head	\$ 150

COMPANY: Naztec, Inc

Item #	Description	Unit Price
58	Naztec 5 Section 12" Black Polycarbonate Signal Head	\$ 250
59	Naztec 1 Section 12" Black Aluminum Signal Head	\$ 80
60	Naztec 3 Section 12" Black Aluminum Signal Head	\$ 200
61	Naztec 5 Section 12" Black Aluminum Signal Head	\$ 300
62	Naztec Pedestrian Clamshell	\$ 175
63	Naztec Detector Surge Surrestor	\$ 10
64	Naztec IP Traffic Counter (1-500)	\$ 1550
65	Naztec IP Traffic Counter (500+)	\$ 1400
66	Ethernet Card for Naztec Controller	\$ 750
67	Cable to power a TS2-2 controller in a TS2-1 cabinet	\$ 75
68	Generator Plug Adder to new Naztec cabinet	\$ 750
69	Photo Cell Adder to new Naztec cabinet	\$ 750
70	Rack Cabinet UPS Adder (Unit and 4 Batteries)	\$ 3850
71	GPS Adder to new Naztec cabinet	\$ 500
72	Naztec Rack Cabinet w/ UPS	\$ 19,230
73	Naztec Rack Cabinet w/ UPS, Copper	\$ 22,230
74	Naztec Rack Cabinet w/ UPS, Fiber	\$ 21,230
75	Naztec Rack Cabinet w/ UPS, LCD, IP Monitor	\$ 20,230
76	Naztec Rack Cabinet w/ UPS, Copper, LCD Dets, IP Monitor	\$ 23,230

COMPANY: Naztec, Inc

Item #	Description	Unit Price
77	Naztec Rack Cabinet w/ UPS, Fiber, LCD Dets, IP Monitor	\$ 22,230
78	Naztec Rack Cabinet w/ UPS, Copper, Encoder	\$ 25,230
79	Naztec Rack Cabinet w/ UPS, Fiber, Encoder	\$ 24,230
80	Naztec Rack Cabinet w/ UPS, Copper, LCD Dets, IP Monitor, Encoder	\$ 26,230
81	Naztec Rack Cabinet w/ UPS, Fiber, LCD Dets, IP Monitor, Encoder	\$ 25,230
82	Naztec Rack Cabinet w/ UPS w/o Controller	\$ 18,230
83	Naztec Rack Cabinet w/ UPS, Copper w/o Controller	\$ 21,230
84	Naztec Rack Cabinet w/ UPS, Fiber w/o Controller	\$ 20,230
86	Naztec Rack Cabinet w/ UPS, Copper, LCD Dets, IP Monitor w/o Controller	\$ 22,230
87	Naztec Rack Cabinet w/ UPS, Fiber, LCD Dets, IP Monitor w/o Controller	\$ 21,230
88	Naztec Rack Cabinet w/ UPS, Copper, Encoder w/o Controller	\$ 24,230
89	Naztec Rack Cabinet w/ UPS, Fiber, Encoder w/o Controller	\$ 23,230
90	Naztec Rack Cabinet w/ UPS, Copper, LCD Dets, IP Monitor, Encoder w/o Controller	\$ 25,230
91	Naztec Rack Cabinet w/ UPS, Fiber, LCD Dets, IP Monitor, Encoder w/o Controller	\$ 24,230
92	Naztec Rack Cabinet w/ UPS w/o Controller, Monitor	\$ 17,730
93	Naztec Rack Cabinet w/ UPS, Copper w/o Controller, Monitor	\$ 20,730
94	Naztec Rack Cabinet w/ UPS, Fiber w/o Controller, Monitor	\$ 19,730
95	Naztec Rack Cabinet w/ UPS, LCD, IP Monitor w/o Controller, Monitor	\$ 18,730
96	Naztec Rack Cabinet w/ UPS, Copper, LCD Dets, w/o Controller, Monitor	\$ 21,730

COMPANY: Naztec, Inc.

Item #	Description	Unit Price
97	Naztec Rack Cabinet w/ UPS, Fiber, LCD Dets, w/o Controller, Monitor	\$ 20,730
98	Naztec Rack Cabinet w/ UPS, Copper, Encoder w/o Controller, Monitor	\$ 23,730
99	Naztec Rack Cabinet w/ UPS, Fiber, Encoder w/o Controller, Monitor	\$ 22,730
100	Naztec Rack Cabinet w/ UPS, Copper, LCD Dets, Encoder w/o Controller, Monitor	\$ 24,730
101	Naztec Rack Cabinet w/ UPS, Fiber, LCD Dets, Encoder w/o Controller, Monitor	\$ 23,730
102	Naztec Rack Cabinet 32 Channel Detection adder	\$ 1,500
103	Naztec Video Detection 1 approach	\$ 8,000
104	Naztec Video Detection 2 approach	\$ 9,800
105	Naztec Video Detection 4 approach	\$ 16,900
106	Naztec Video Detection 5 approach	\$ 21,500
107	Naztec Video Detection 6 approach	\$ 25,500
108	Naztec Video Cable per ft	\$ 2
109	Naztec Inline Isolator	\$ 250
110	Naztec Video Power Panel	\$ 480
111	Naztec Video IP Comm. Board	\$ 1,500
112	Naztec Video Rack Chasis	\$ 400
113	Naztec Video Detection Camera	\$ 1,200
114	Naztec Video 1 channel processor	\$ 1,950
115	Naztec Video 2 channel processor	\$ 3,000

COMPANY: Naztec, Inc

Item #	Description	Unit Price
116	Naztec Video mounting kit	\$ 100
117	Naztec TS2-1 Controller & Type 4 Cabinet	\$ 5,800
118	Naztec TS2-2 Controller & Type 4 Cabinet	\$ 6,300
119	Naztec Type 4 Cabinet	\$ 4,800
120	Naztec TS2-1 Controller & Type 4 Cabinet w/ Ethernet	\$ 6,500
121	Naztec TS2-2 Controller & Type 4 Cabinet w/ Ethernet	\$ 7,000
122	Naztec TS2-1 Controller & Type 4 Cabinet w/LCD	\$ 6,300
123	Naztec TS2-2 Controller & Type 4 Cabinet w/LCD	\$ 6,800
124	Naztec Type 4 Cabinet w/LCD	\$ 5,300
125	Naztec TS2-1 Controller & Type 4 Cabinet w/ Ethernet, LCD	\$ 7,000
126	Naztec TS2-2 Controller & Type 4 Cabinet w/ Ethernet, LCD	\$ 7,500
127	Naztec TS2-1 Controller & Type 5 Cabinet	\$ 6,210
128	Naztec TS2-2 Controller & Type 5 Cabinet	\$ 6,710
129	Naztec Type 5 Cabinet	\$ 5,210
130	Naztec TS2-1 Controller & Type 5 Cabinet w/ Ethernet	\$ 6,910
131	Naztec TS2-2 Controller & Type 5 Cabinet w/ Ethernet	\$ 7,410
132	Naztec TS2-1 Controller & Type 5 Cabinet w/LCD	\$ 6,710
133	Naztec TS2-2 Controller & Type 5 Cabinet w/LCD	\$ 7,210
134	Naztec Type 5 Cabinet w/LCD	\$ 5,710

COMPANY: Naztec, Inc

Item #	Description	Unit Price
135	Naztec TS2-1 Controller & Type 5 Cabinet w/ Ethernet, LCD	\$ 7,410
136	Naztec TS2-2 Controller & Type 5 Cabinet w/ Ethernet, LCD	\$ 7,910
137	Naztec TS2-1 Controller & Type 6 Cabinet	\$ 6,710
138	Naztec TS2-2 Controller & Type 6 Cabinet	\$ 7,210
139	Naztec Type 6 Cabinet	\$ 5,710
140	Naztec TS2-1 Controller & Type 6 Cabinet w/ Ethernet	\$ 7,410
141	Naztec TS2-2 Controller & Type 6 Cabinet w/ Ethernet	\$ 7,910
142	Naztec TS2-1 Controller & Type 6 Cabinet w/LCD	\$ 7,210
143	Naztec TS2-2 Controller & Type 6 Cabinet w/LCD	\$ 7,710
144	Naztec Type 6 Cabinet w/LCD	\$ 6,210
145	Naztec TS2-1 Controller & Type 6 Cabinet w/ Ethernet, LCD	\$ 7,910
146	Naztec TS2-2 Controller & Type 6 Cabinet w/ Ethernet, LCD	\$ 8,410
147	Naztec Shelf Mount Cabinet Rack adder	\$ 1,750
148	Naztec Shelf Mount Cabinet UPS adder	\$ 5,700
149	Naztec Rear Door adder	\$ 750
150	Naztec Cabinet Size Increase adder	\$ 500
151	Naztec Cabinet 16 Channel Detection adder	\$ 1,650
152	Naztec Cabinet 32 Channel Detection adder	\$ 3,000
153	Naztec Empty Cabinet Shell Size 5	\$ 1,200

COMPANY: Naztec, Inc.

Item #	Description	Unit Price
154	Naztec Empty Cabinet Shell Size 6	\$ 1,500
155	Naztec UPS Inverter	\$ 2,650
156	Naztec UPS Battery	\$ 250
157	Naztec UPS Bypass	\$ 300
158	EEPROM Module for Controller	\$ 50
159	Blank MMU Card	\$ 100
160	Internal Controller Power Supply	\$ 350
161	Controller CPU Board	\$ 1000
162	Controller CPU Piggy Back Board	\$ 125
163	Controller I/O Board	\$ 750
SUBTOTAL FOR PART III		\$ 1,020,402

COMPANY: Naztec, Inc

PART IV - NETWORK APPLIANCES

Item #	Description	Unit
1	Dell 2955 Server or equivalent for Naztec equipment	\$ 8,200
2	Dell Precision Workstation or equivalent for Naztec equipment	\$ 4,800
3	Dell Precision Remote Dial-up Workstations or equivalent for Naztec equipment	\$ 4,800
4	Dell Latitude 5500 or equivalent Laptop for Naztec equipment	\$ 2,800
5	APC Smart UPS 2200VA or equivalent for Naztec equipment	\$ 2,500
6	Dell Network Rack System or equivalent for Naztec equipment	\$ 5,500
7	Rack Mounted Modems Unit for Naztec equipment	\$ 300
8	Rack Mounted Modems for Naztec equipment	\$ 300
9	Rack for rack mounted FO modems (19" Rack for 20 Modems) for Naztec equipment	\$ 500
10	Rack mounted FO modems for Naztec equipment	\$ 1,350
11	Palm Pilot or equivalent w/ Naztec Interface Software	\$ 500
12	Dell Windows Mobile or equivalent Mobile w/ naztec Interface Software	\$ 750
13	Dell Windows Mobile w/GPS or equivalent Mobile w/ naztec Interface Software	\$ 950
14	Local MDS 9810 or equivalent attached to Naztec controller	\$ 2,350
15	Master MDS 9810 or equivalent attached to Naztec controller	\$ 2,550
16	Local MDS INET2 or equivalent attached to Naztec controller	\$ 2,750
17	Master MDS INET2 or equivalent attached to Naztec controller	\$ 2,950
18	Power Supply for Radio attached to Naztec controller	\$ 150

COMPANY: Naztec, Inc.

Item #	Description	Unit
19	Cisco 1410 or equivalent attached to Naztec controller	\$ 6,500
20	Local MDS Mercury or equivalent attached to Naztec controller	\$ 2,850
21	Master MDS Mercury or equivalent attached to Naztec controller	\$ 3,750
22	3GB Omni-directional Antenna attached to a Naztec controller or central software	\$ 400
23	6GB Omni-directional Antenna attached to a Naztec controller or central software	\$ 600
24	9GB Omni-directional Antenna attached to a Naztec controller or central software	\$ 750
25	Yagi Antenna attached to a Naztec controller	\$ 300
26	Cable for Antenna (per foot) attached to a Naztec controller	\$ 2
27	Radio Connector Kit	\$ 50
28	Cisco IE3000 or equivalent Industrial Switch single-mode port attached to a Naztec controller	\$ 2,150
29	Cisco IE3000 or equivalent Industrial Switch multi-mode port attached to a Naztec controller	\$ 2,150
30	Foundry Layer 3 or equivalent attached to a Naztec controller	\$ 9,250
31	Gbic Optics LX for switch attached to a Naztec controller	\$ 250
32	Gbic Optics ZX for switch attached to a Naztec controller	\$ 1,200
33	Gbic Optics MTRJ for switch attached to a Naztec controller	\$ 350
34	Fiber Optic Patch Cables for switch attached to a Naztec controller	\$ 125
35	Bosch Camera w/ PTZ or equivalent compatible with Naztec's ATMS	\$ 3,550
36	Camera Cable per ft	\$ 2
37	Coretec Video Encoder 1 channel or equivalent compatible with Naztec's ATMS	\$ 2,540

COMPANY: Naztec, Inc

Item #	Description	Unit
38	Video Encoder 2 channel or equivalent compatible with Naztec's ATMS	\$ 2,750
39	Video Encoder 4 channel or equivalent compatible with Naztec's ATMS	\$ 3,250
40	Actelis ML688 or equivalent Copper Over Ethernet Device at Intersection attached to a Naztec controller	\$ 3,250
41	Actelis ML1300 or equivalent Copper Over Ethernet Device at Hub attached to a Naztec controller	\$ 14,580
SUBTOTAL FOR PART IV		\$ 104,599

COMPANY: Naztec, Inc.

EXHIBIT B
 Board of County Commissioners
 Seminole County, Florida
PURCHASE ORDER

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
 MUST REFERENCE THIS PURCHASE ORDER NUMBER.

Page 1

TAX EXEMPTION NUMBERS
 FLORIDA SALES: 69-11-033985-53C
 FEDERAL SALES/USE: 59-74-0013K

SHIP TO:
 COUNTY SERVICES BUILDING
 1101 EAST FIRST STREET
 SANFORD FL 32771

SEND TO:

ORDER TYPE
ORDER DATE
REQ. NUMBER
ANALYST
VENDOR NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:
 FISCAL SERVICES DEPARTMENT - PURCHASING AND
 CONTRACTS DIVISION
 1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
 SANFORD FLORIDA 32771
 PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVER TO:

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
					

REQUESTING OFFICE

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
 CLERK - B.C.C. FINANCE DIVISION
 POST OFFICE BOX 8080
 SANFORD, FL 32772-0869
 Accts. Payable Inquiries - Phone (407) 665-7681

 PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
 for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS