

CS-06-157

Principal Decision Systems  
Contract File

Agenda Request For: August 28, 2006

Department: Nassau County Fire Rescue

Background:

Telestaff was designed specifically to handle the complex, labor intensive scheduling issues of organizations with complex rules governing staff scheduling, primarily Fire and EMS Departments. This system takes into account the complex union and human resource rules and regulations

\* This system will be purchased with funds previously approved for a 4500 p.s.i. SCBA refill compressor. The purchase of the compressor was based upon Nassau County receiving a grant for the replacement of our current 2250 p.s.i . SCBA system. Nassau County was not awarded the grant, therefore Telestaff was determined to be the next highest priority item.

Webstaff enables Telestaff users to access appropriate information and administrators to make certain staffing decisions from any internet-enabled web browser. This system is a complete enterprise solution that incorporates a communications component to enable administrators and typical users to manage and control staffing activities via PC, web, telephone, cell phone, fax and/or e-mail.

The Telestaff system produces accurate payroll reports that reflect the shifts exact staffing. It can be set up to reflect the Fire and EMS Departments 24 hours on and 48 hours off.

Telestaff by Principal Decision Systems International (PDSI) will be used by and for Nassau County Fire Rescue.

Telestaff and PDSI is a piggyback purchase provided by Lake County.

Financial/ Economic Impact to Future Years Budgeting Process or Effect on Citizens: Recurring maintenance service charge of \$4522.00 with a 5% maximum increase over previous period, will budgeted accordingly per physical budget year. This maintenance service charge will not impact until the 07/08 budget year.

Action requested and recommendation: Request the Board to authorize the purchase of TELESTAFF Enterprise Software, WEBSTAFF and first year of service, TELESTAFF Implementation, Hardware server in the amount of \$29,800.

Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

**APPROVED**

DATE 7/28/06

CU

SEARCHED  
INDEXED  
SERIALIZED  
FILED

Funding Source: 04223522-564001

Reviewed by:

Department Head

Legal



Administrator

Finance


Administrative Services

Grants

Revised 09/05

  
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sent to Chris on Aug. 14, 2006

  
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✓

**Roger West**

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**From:** Chris Lacambra  
**Sent:** Wednesday, August 23, 2006 3:16 PM  
**To:** Roger West  
**Subject:** RE: Revised TeleStaff contract

Roger-

The agreement looks good based on the payment changes that I requested. Thanks.

**Chris Lacambra, CPA, CGFO**

*Deputy Comptroller*  
Nassau County Clerk of Courts  
ph. (904) 548-4800; cell (904)753-1341  
fax (904) 548-4829  
www.clacambra@nassauclerk.com

8/23/06  
4:51 PM  
OK with  
legal  
S. R. [Signature]  
[Signature]

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**From:** Roger West  
**Sent:** Wednesday, August 23, 2006 2:53 PM  
**To:** Chris Lacambra  
**Subject:** Revised TeleStaff contract

Thank you!

Roger West  
7/21

## TELESTAFF LICENSE AND ANNUAL SERVICE AGREEMENT

This Agreement ("AGREEMENT") made by and between Principal Decision Systems International ("PDSI") that has its principal place of business at 625 The City Drive South, Suite 190, Orange, CA 92868, and Nassau County Fire Department ("CUSTOMER"), that has its principal place of business at FL, shall be subject to the following terms and conditions:

Whereas, PDSI has developed a telecommunications/computer technology which consists of certain software known as TELESTAFF; and

Whereas, PDSI imposes certain license requirements on customers desirous of purchasing a license for TELESTAFF; and

Whereas, CUSTOMER wishes to contract with PDSI to: (1) implement a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, implement all licenses necessary to use TELESTAFF; and

Whereas, PDSI is willing to contract with CUSTOMER to: (1) grant CUSTOMER a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, grant all licenses necessary to use TELESTAFF;

Now, therefore, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, PDSI and CUSTOMER do hereby agree as follows:

1. **Ownership and License of TELESTAFF.**

Except as provided herein at paragraph 2(b), PDSI hereby grants to CUSTOMER a license to use TELESTAFF in object code form. CUSTOMER shall abide by the terms and conditions of this license as stated herein. The parties recognize and acknowledge that ownership of TELESTAFF shall remain with PDSI

2. **Copyright and Proprietary Protection.**

(a) TELESTAFF is owned by PDSI, and is protected by United States and international copyright laws and international trade provisions. CUSTOMER must treat TELESTAFF like any other copyrighted material. This License and CUSTOMER's right to use TELESTAFF shall terminate automatically if CUSTOMER violates any part of this AGREEMENT. In the event of termination for any reason other than non-renewal of Service and Support as described herein at Section 10, CUSTOMER must immediately return TELESTAFF and accompanying documentation to PDSI.

(b) CUSTOMER shall not:

- (i) Modify TELESTAFF and/or merge it into another program for CUSTOMER use except by express, written permission from PDSI. Any portion of TELESTAFF merged into another program following the express, written permission from PDSI will be subject to the terms of this AGREEMENT;
- (ii) Reverse engineer, disassemble, decompile, or make any attempt to discover the source code or methodology of TELESTAFF.

3. **Execution Date.** The Execution Date is defined as the date this AGREEMENT is signed by an authorized agent of CUSTOMER.

4. **Term.** This AGREEMENT is effective and binding upon PDSI and CUSTOMER upon the Execution Date as defined in paragraph 3 herein and shall remain in effect for a term of one (1) year, unless terminated as provided herein. On each anniversary date thereafter, this AGREEMENT shall automatically renew for a term of one (1) year, unless otherwise terminated as provided herein.

5. **Product Options.** The following constitutes a list of TELESTAFF components and associated fees that CUSTOMER does hereby agree to purchase from PDSI available in connection with the use of TELESTAFF. See Appendix A for the definition of TELESTAFF Hardware Components and Appendix B for the definition of Implementation Services.

<u>Initial</u>	<u>Component</u>	<u>Fee</u>
	TELESTAFF Enterprise Software License for 100 Staff Members	\$ 12,300
	WEBSTAFF - PDSI Hosted Setup and First Year Service	\$ 2,500
	TELESTAFF Implementation Services	\$ 10,000
	Hardware - Enterprise Server Qty: 1	\$ 5,000
	<b>Total Initial Acquisition Cost</b>	<b>\$ 29,800</b>

6. **Pricing.** PDSI agrees to the fees reflected above in paragraph 5 until September 30, 2006.

7. **Payments.** CUSTOMER agrees that all pricing and amounts due hereunder are based on United States currency. Except for a payment that is due on the Effective Date, Customer will make payments to PDSI within forty-five (45) days after the receipt of each invoice, in accordance with the Florida Prompt Payment Act. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation indicating the percentage of completion and shall be reviewed by the Project Manager and approved or denied and sent to the County's Contract Manager for review and/or approval. Said invoice will then be provided to the County Administrator and the Clerk of the Courts for review and recommendation to the Board of County Commissioners. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones. CUSTOMER does hereby agree to the payment terms for each component.

<u>Initial</u>	<u>Component</u>	<u>Due</u>
	TELESTAFF Software License and applicable Sales Tax	Upon receipt of software
	TELESTAFF Implementation Services	Upon completion of Configuration Training as defined in Appendix B. Configuration Training will not exceed 90 days from Contract Execution.
	TELESTAFF Hardware Components	Upon receipt of hardware
	WEBSTAFF - PDSI Hosted Setup and First Year Service	Net 60 Days from Execution Date

8. **Travel Expenses.** CUSTOMER agrees to pay for all travel expenses related to TELESTAFF implementation and training services as defined in Appendix B.
9. **Implementation Services.** Implementation Services include configuration of TELESTAFF as defined in Appendix B. CUSTOMER acknowledges that additional training and/or reconfiguration requested by CUSTOMER will be at an additional cost.
10. **Annual Service and Support.** Service and Support of TELESTAFF is provided at no additional charge during the first twelve (12) months following the Execution Date. See Appendix C for the definition of Service and Support. CUSTOMER does hereby acknowledge that on each anniversary of the Execution Date, CUSTOMER may renew service and support under the following events:

<u>Initial</u>	<u>Event</u>	<u>Payment</u>
	TELESTAFF - 1st Anniversary of the Execution Date	\$ 2,362
	Subsequent anniversaries during term	5% maximum increase over previous period

Should CUSTOMER elect not to renew Service and Support on the anniversary of any Execution Date, CUSTOMER acknowledges that any subsequent re-enrollment for Service and Support will only be accepted by PDSI after CUSTOMER cures the previous lapse in Service and Support by paying PDSI the Service and Support fee for the lapsed periods. In addition, CUSTOMER acknowledges that PDSI may assess CUSTOMER a Service and Support re-instatement fee that will not exceed ten percent (10%) of the Service and Support fee for the lapsed periods. PDSI reserves the right to discontinue Service and Support of previous releases of TeleStaff and WebStaff as defined in Appendix C.

11. **WebStaff Usage:** Access to TeleStaff via the web is provided through the WebStaff application hosted by PDSI. CUSTOMER does hereby acknowledge that on each event and for the fee specified below, CUSTOMER can renew access to WebStaff:

<u>Initial</u>	<u>Event</u>	<u>Payment</u>
	1st Anniversary of the Execution Date	\$ 2,160
	Subsequent anniversaries during term	5% maximum increase over previous period

Should CUSTOMER elect not to renew WebStaff access or fail to pay the usage fee specified above in advance the subsequent 12 month period, CUSTOMER acknowledges that PDSI will disable CUSTOMER access to WebStaff.

12. **Limited Warranty.** PDSI WARRANTS TELESTAFF TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND TO OPERATE IN REASONABLE ACCORDANCE WITH TELESTAFF USER MANUALS. HOWEVER, PDSI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN TELESTAFF WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF TELESTAFF WILL BE UNINTERRUPTED OR ERROR FREE. THE LIMITED WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
13. **Limitation of Liability.** PDSI'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES SHALL BE THE REPLACEMENT OF TELESTAFF UPON NOTIFICATION OF REPORTED DEFICIENCIES. IN NO EVENT WILL PDSI BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY, FOR ANY CLAIMS OR DAMAGES, INCLUDING ANY LOST WAGES, LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE TELESTAFF EVEN IF PDSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Indemnification.** Each party to this Agreement shall hold harmless and indemnify the other, and its directors, officers, employees and agents, from/for any and all liability claims, losses, and/or damages suffered by the other party, arising from or directly related to this Agreement, which is/are attributable to the negligent or intentional misconduct of the other party.
15. **Termination.** This AGREEMENT shall terminate upon the following events:
- (a) In the case of an event of default (if CUSTOMER or PDSI fails to satisfy any of its respective covenants, duties or obligations under this AGREEMENT), the non-defaulting party shall have the option to terminate this AGREEMENT. In the event of default, the non-defaulting party shall give written notice to the defaulting party of the alleged default and give such party at least thirty

(30) days in which to cure the alleged default. If the defaulting party does not satisfactorily cure its default, the non-defaulting party has the right to terminate upon thirty (30) days additional written notice stating the defaulting party's failure to cure the default;

(b) By mutual consent between both parties;

(c) After the initial term of the AGREEMENT, upon ninety (90) days written notice to the other party.

16. **Miscellaneous Provisions.**

(a) **Amendments.** This AGREEMENT shall not be modified or amended except by another agreement in writing executed by the parties hereto.

(b) **Entire Agreement.** This AGREEMENT, including Appendices A, B, and C attached hereto, supersedes all prior discussions, understanding and agreement between the parties with respect to the matters contained herein, and constitutes the entire agreement between the parties with respect to the matters contemplated herein.

(c) **Governing Law.** This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California.

(d) **Notices.** All notices, requests, demands and/or other communications required or permitted to be given or made by this AGREEMENT shall be in writing and shall be delivered by commercial overnight delivery services which provides for receipt, or mailed by certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses referenced above. Any party may change its address for purposes of this AGREEMENT by notice in writing to the other party.

(e) **No Waiver.** No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or remedy or partial exercise of any right, power or remedy by any party will preclude any other or future exercise of any other right, power or remedy or partial right, power or remedy. No express waiver of assent by any party hereto to any default in any term or condition of this AGREEMENT shall constitute a waiver of or an assent to any succeeding default in the same or any other term or condition hereof.

(f) **Assignability.** This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, assigns and personal representatives.

(g) **Settlement Preferred.** Any dispute arising under this Agreement shall be addressed by the representatives of the County and PDSI as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Project Manager or their designee; and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Project Manager or their designee and a representative(s) of PDSI. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Project Manager or his/her designee, and the County Attorney and the County Administrator and the Project Manager or his/her designee(s) shall meet with PDSI representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to the Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with the mediation rules as established by the Florida Supreme Court. Mediators shall be chosen and mutually agreed to by both parties, and the cost of mediation shall be borne by PDSI up to the cumulative amount of \$1000.00. PDSI shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed. PDSI shall not stop work during a dispute as defined in this Section.

(h) **Litigation.** A Party may submit a claim that cannot be resolved in accordance with Section 11.1, to a court of competent jurisdiction in Nassau County, Florida, in which the System is installed, and any dispute that cannot be resolved between the Parties through negotiation or mediation within two (2) months after any failed mediation attempt. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section if good faith efforts to resolve the dispute under the procedures outlined above have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT on the day and year first above written.

PDSI

Nassau County Fire Department (CUSTOMER)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: June 2, 2006

Date: \_\_\_\_\_



## **Appendix A – TeleStaff Hardware Components**

Computers purchased through PDSI are manufactured by Dell Computer Corporation. Each computer is built to the specifications required by TeleStaff and includes components necessary to operate the features of each TeleStaff product model. Each computer is quality tested by Dell and is delivered to CUSTOMER ready to operate as intended.

Following are the basic features and components included for each TeleStaff computer hardware option:

### **TeleStaff Basic Server**

- Intel Pentium 3 GHz processor or better
- 512 MB or greater RAM
- 40 GB or larger Hard Drive
- 48x CD-ROM Drive
- 17" SVGA Monitor
- V.90 Data/Fax Modem
- Multimedia with speakers and microphone
- Keyboard and mouse
- Microsoft Windows XP Pro License
- Iomega 250M Zip Drive
- 4 hours 7 x 24 onsite service (3 years)

### **TeleStaff Telephony Server**

- TeleStaff Basic Server plus:
- 4 port Dialogic Telephony system
- Telephony system dongles (4 port)

### **TeleStaff Database Server**

- TeleStaff Basic Server plus:
- Sybase Studio database license (1 concurrent user)
- Sybase Client database license (7 concurrent users)

### **TeleStaff Enterprise Server**

- TeleStaff Basic Server plus:
- 4 port Dialogic Telephony system
- Telephony system dongles (4 port)
- Sybase Studio database license (1 concurrent user)
- Sybase Client database license (7 concurrent users)

## **Appendix B – TeleStaff Implementation Services Partnership Agreement**

For the fee specified in paragraph 5 of this AGREEMENT, PDSI will train CUSTOMER staffing administrators on the operation of TeleStaff and will train CUSTOMER on how to configure the TeleStaff system using CUSTOMER data. The following steps comprise the TeleStaff Implementation services:

- Hand-Off:** During this internal phase, the appropriate PDSI account representative transfers information on the CUSTOMER to the PDSI Implementation Manager (IM). The IM is a project manager who is responsible for coordinating all activities necessary to implement TeleStaff for the CUSTOMER. During this phase, PDSI will send the CUSTOMER an Implementation Welcome Packet containing an overview of the Implementation Process and information on how to prepare for TeleStaff.
- Kick-Off:** During the Kick-Off phase, the IM and CUSTOMER hold a conference call to review the Welcome Packet, to establish CUSTOMER contacts required by PDSI during the Implementation Process, and to set dates for training.
- Preparation:** During the Preparation phase, the IM and CUSTOMER will hold a conference call to review TeleStaff data fields, to instruct the CUSTOMER on how to use the data import tool, and to instruct the CUSTOMER on how to analyze and document their staffing rules. Also during this phase, PDSI provides the CUSTOMER with the necessary installation documentation and ships the TeleStaff hardware to the CUSTOMER.
- Training – Module I** PDSI will provide audio/visual presentations to review TeleStaff end user features. The presentations correspond with the Module I training manual. The project team must review presentations prior to the Module II training class. The audio/visual presentations can also be used as a resource when the CUSTOMER provides user training.
- Training – Module II** The Module II training class covers TeleStaff staffing features. This class is a pre-requisite for configuration training. The class is offered over the Internet or at PDSI's training facility in Orange, California.
- The CUSTOMER may select the option that best meets their needs.
- Option #1: If the CUSTOMER chooses to participate in the Module II training class via the internet, the CUSTOMER will need to set up a training room so that each person has their own computer with the TeleStaff training database loaded. This allows for effective hands on training. The duration of the class is 7 hours and will be covered in one session.
- Option #2: The Module II training class at PDSI is held each Friday. The CUSTOMER may elect to participate in the Module II training class the Friday prior to the 5-day configuration training class so that attendees only need to make 1 trip to PDSI. The class begins at 9am and ends by 5pm.
- Training - Configuration** The TeleStaff implementation includes 5 consecutive days of configuration training at PDSI's facility in Orange, California. The configuration training will be done on the CUSTOMER'S database. The 5 days of training at PDSI is limited to 2 staff members. PDSI recommends that CUSTOMERS send staffing and business rules experts to the training. The class begins each day at 9am and ends by 5pm.
- Training - Tuning** PDSI will provide a 2-day training class at the CUSTOMER'S site. The purpose of the class is to fine tune the configuration after the CUSTOMER has gone Live with TeleStaff. The CUSTOMER determines the agenda for this TeleStaff Tuning class.

For information on additional advanced training courses offered by PDSI, please contact your TeleStaff Implementation Manager or your Account Executive.

## Appendix C – Annual Service and Support

All Software Errors reported by CUSTOMER shall be resolved as set forth below. Initial response by PDSI will be based upon CUSTOMER's full description of the problem. Resolution response will be based upon the priority assigned by PDSI as defined below. If CUSTOMER determines that a Software Error exists, CUSTOMER shall notify PDSI by telephone. Telephone notification will be made to PDSI's support line at (800) 850-7374.

"Normal Business Hours" are 8:00 AM through 5:00 PM (Pacific Standard Time), Monday through Friday, excluding holidays.

The main support line will be answered either by an attendant or automated attendant at all hours. During Normal Business Hours, each trouble report will be assigned a Help Desk Log Number. The Log Number shall be used for all subsequent inquiries relating to the original problem. During Normal Business Hours, the attendant will ring the TeleStaff Support Department and the call will be handled according to the priority assigned by PDSI. In the case of priority-one problems, as noted below, CUSTOMER may be able to speak directly to a TeleStaff Support Representative if one is available. Outside of Normal Business Hours, Priority 1 support, as described in this appendix, will be made available through a pager system. The phone number is 800-850-7374. Priority 1 support is available 24 hours per day, 7 days per week to CUSTOMER's with LIVE status. All other problems will be handled on a callback basis. If requested or so stipulated in the response time criteria below, a PDSI representative will return the call in a manner consistent with the priority and order in which the call was received. CUSTOMER shall make every effort to respond to PDSI in a timely fashion when requests are made to follow-up calls or additional documentation on the reported problem.

Priorities are assigned as follows:

### **Priority One**

Hours of Availability:	24 hours/day, 7 days/week
Description:	A critical software error that severely impacts the ability of CUSTOMER to perform ALL automated staffing functions (TeleStaff is down). This level of priority is only available to CUSTOMER's that are using TeleStaff in a production environment (LIVE accounts ONLY).
Initial Response:	During Normal Business Hours, immediate response if a Support Representative is available. Otherwise, PDSI will respond with a call back within one hour. Outside of Normal Business Hours (including holidays), PDSI will respond with a call back within two hours.
Resolution Response:	PDSI will work aggressively to provide CUSTOMER with a workaround solution or to completely resolve the problem.
Notification:	It is the responsibility of CUSTOMER to alert PDSI of a possible Priority-One issue. PDSI will update CUSTOMER of progress frequently during problem resolution and notify CUSTOMER once the workaround has been provided or the problem has been resolved.

### **Priority Two**

Hours of Availability:	Monday through Friday, 6:30 AM to 6:00 PM, Pacific Standard Time.
Description:	A non-critical software error, which prevents the user from performing a data entry or system administration function. These do not include cosmetic, documentation, or reporting problems. These also do not include questions or inquiries regarding the operation of the software or its installation and training.
Initial Response:	During Normal Business Hours, PDSI will respond with a call back within three hours. Outside of Normal Business Hours (including holidays), PDSI will respond with a call back the next business day
Resolution Response:	PDSI will provide a workaround for CUSTOMER when possible. PDSI will provide a problem resolution in the form of an Upgrade or modification to the Software in an upcoming Update.
Notification:	PDSI will notify CUSTOMER when a workaround has been provided or the problem has been resolved.

### **Priority Three**

Hours of Availability:	Monday through Friday, 6:30 AM to 6:00 PM, Pacific Standard Time.
Description:	All other software or documentation errors not described above. These include but are not limited to: <ul style="list-style-type: none"> <li>• Reporting errors or calculation problems</li> <li>• Documentation inaccuracies</li> <li>• Cosmetic issues</li> <li>• Misspellings</li> <li>• Product Enhancement requests</li> <li>• Questions or inquiries relating to TeleStaff Software functionality, system administration or installation</li> </ul>
Initial Response:	PDSI will respond to these items if specifically requested to do so at the time of the request. If a reply is requested, PDSI will respond within an average of twenty-four (24) hours during Normal Business Hours.
Resolution Response:	PDSI will correct documentation errors in upcoming releases of the documentation.
Notification:	If requested, PDSI will notify the CUSTOMER when a workaround has been provided or the problem has been resolved.



Principal Decision Systems International

Nassau County Purchasing:

PDSI is the developer, distributor and sole provider of the TeleStaff system.

Implementation Fees are calculated based on department size. Minimum implementation cost is \$10,000. Implementation Services include the following:

### Appendix B – TeleStaff Implementation Services Partnership Agreement

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Implementation Fees increase based on department size not a per-person charge. Implementation fees increase based on department size. A larger agency requires more PDSI resources to help implement the system due to the increased complexity and size of the organization.

Thank you,  
Kathryn Prancevic  
National Account Executive Fire/EMS

## Roger West

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**From:** Chris Lacambra  
**Sent:** Thursday, August 17, 2006 6:28 PM  
**To:** Roger West; Sam Young  
**Subject:** Telestaff Peggybacking Contract

I reviewed the package and I have a few questions:

- The Lake contract charges \$5,000 for Telestaff Gateway to Firehouse RMS. Is this the same hardware as the \$5,000 enterprise server in the Nassau contract?
- It appears that the Lake contract shows training to be 200 units @ \$60 for \$12,000. We are being charged \$10,000 for implementation. How is this an equitable basis when compared to Lake? It appears we should be charged \$6,000 (100 units @ \$60) instead of \$10,000.
- Is implementation the same as training?
- The agreement states that for certain components payment is due on the execution date (or net X number of days from the execution date). The execution date is defined in the agreement as the date signed by the customer. Shouldn't we pay upon completion or actual delivery of service for most of these components instead of some point in time?

Thanks.

**Chris Lacambra, CPA, CGFO**

*Deputy Comptroller*  
Nassau County Clerk of Courts  
ph. (904) 548-4800; cell (904) 753-1341  
fax (904) 548-4829  
[www.clacambra@nassauclerk.com](http://www.clacambra@nassauclerk.com)

## Roger West

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**From:** Roger West  
**Sent:** Friday, August 18, 2006 4:50 PM  
**To:** Chris Lacambra  
**Subject:** RE: Telestaff Peggybacking Contract

Chris Lacambra,

To answer your questions concerning the piggyback with Lake County on the TeleStaff:

- The Gateway to Fire House RMS is a link that allows TeleStaff to transfer its roster to the RMS roster. It is a software, not hardware, and is the same as the \$5000.00 enterprise server in the Nassau contract.
- The Software License for 100 staff members is the same price per person as Lake County(\$123.00), the implementation is a fee for training two of our employees how to properly utilize the system, and place our 100 slots into the system, therefore the lower price as to Lake County.
- Implementation is the same as training.
- TeleStaff updated the license agreement to reflect payment terms for software to' upon receipt of software'. I will send a copy of this change Monday.

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**Sent:** Thursday, August 17, 2006 6:28 PM  
**To:** Roger West; Sam Young  
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Thanks.

**Chris Lacambra, CPA, CGFO**  
*Deputy Comptroller*  
Nassau County Clerk of Courts  
ph. (904) 548-4800; cell (904)753-1341  
fax (904) 548-4829  
[www.clacambra@nassauclerk.com](mailto:www.clacambra@nassauclerk.com)

## Roger West

---

**From:** Chris Lacambra  
**Sent:** Friday, August 18, 2006 5:38 PM  
**To:** Roger West  
**Cc:** Sam Young  
**Subject:** RE: Telestaff Peggybacking Contract

Roger-

Can you show me where in the Lake County contract that the hardware that we are purchasing was actually offered and in the amount of \$5,000? In other words, is the enterprise server that we are purchasing separate of the Lake County contract altogether? If it is, then this may need to be a separate purchase with a different P.O. number unless Telestaff is the only vendor for the hardware. You may need to get quotes for the hardware if separate.

If implementation is the same thing as training, then I think we should be paying \$60 per unit similar to Lake County, which would save us \$4,000 (\$10,000 vs. \$6,000). **Piggybacking arrangements should be exact unless we are provided better terms, price, etc.** If it is not \$60 per unit, then how was the implementation/training for Lake County equal to or better than what we are to pay? We should be able to draw a better conclusion than saying that \$10,000 (100 units) is less than \$12,000 (200 units). Ask the vendor to show how this is equal or better for us when it appears that we are paying a higher per unit cost than \$60. It doesn't hurt to ask the vendor if we can pay less.

-Chris

---

**From:** Roger West  
**Sent:** Friday, August 18, 2006 4:50 PM  
**To:** Chris Lacambra  
**Subject:** RE: Telestaff Peggybacking Contract

Chris Lacambra,

To answer your questions concerning the piggyback with Lake County on the TeleStaff:

- The Gateway to Fire House RMS is a link that allows TeleStaff to transfer its roster to the RMS roster. It is a software, not hardware, and is the same as the \$5000.00 enterprise server in the Nassau contract.
- The Software License for 100 staff members is the same price per person as Lake County(\$123.00), the implementation is a fee for training two of our employees how to properly utilize the system, and place our 100 slots into the system, therefore the lower price as to Lake County.
- Implementation is the same as training.
- TeleStaff updated the license agreement to reflect payment terms for software to 'upon receipt of software'. I will send a copy of this change Monday.

---

**From:** Chris Lacambra  
**Sent:** Thursday, August 17, 2006 6:28 PM  
**To:** Roger West; Sam Young  
**Subject:** Telestaff Peggybacking Contract

I reviewed the package and I have a few questions:

- The Lake contract charges \$5,000 for Telestaff Gateway to Firehouse RMS. Is this the same hardware as the \$5,000 enterprise server in the Nassau contract?
- It appears that the Lake contract shows training to be 200 units @ \$60 for \$12,000. We are being charged \$10,000 for implementation. How is this an equitable basis when compared to Lake? It appears we should be charged \$6,000 (100 units @ \$60) instead of \$10,000.
- Is implementation the same as training?

- The agreement states that for certain components payment is due on the execution date (or net X number of days from the execution date). The execution date is defined in the agreement as the date signed by the customer. Shouldn't we pay upon completion or actual delivery of service for most of these components instead of some point in time?

Thanks.

**Chris Lacambra, CPA, CGFO**

*Deputy Comptroller*

Nassau County Clerk of Courts

ph. (904) 548-4800; cell (904)753-1341

fax (904) 548-4829

[www.clacambra@nassauclerk.com](mailto:www.clacambra@nassauclerk.com)



## Roger West

---

**From:** Roger West  
**Sent:** Monday, August 21, 2006 2:27 PM  
**To:** Chris Lacambra  
**Subject:** Telestaff

To clarify the \$5000 item on the TeleStaff agreement:

- It includes all hardware to fully implement TeleStaff operations for Nassau County Fire-Rescue
- TeleStaff Basic Server 3.0 MGZ processor
- TeleStaff Telephony Server
- Telestaff Database Server
- Telestaff Enterprise Server
- All hardware is included in Appendix A of the Nassau County Agreement on page A-1, and in the Appendix A of the Lake County Agreement on page A-4.

## Roger West

---

**From:** Chris Lacambra  
**Sent:** Wednesday, August 23, 2006 3:07 PM  
**To:** Roger West  
**Subject:** RE: Telestaff

Roger-

This explanation is satisfactory. Please include this e-mail with your agenda packet.

### **Chris Lacambra, CPA, CGFO**

*Deputy Comptroller*

Nassau County Clerk of Courts

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fax (904) 548-4829

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---

**From:** Roger West  
**Sent:** Monday, August 21, 2006 2:27 PM  
**To:** Chris Lacambra  
**Subject:** Telestaff

To clarify the \$5000 item on the TeleStaff agreement:

- It includes all hardware to fully implement TeleStaff operations for Nassau County Fire-Rescue
- TeleStaff Basic Server 3.0 MGZ processor
- TeleStaff Telephony Server
- Telestaff Database Server
- Telestaff Enterprise Server
- All hardware is included in Appendix A of the Nassau County Agreement on page A-1, and in the Appendix A of the Lake County Agreement on page A-4.

**Roger West**

---

**From:** Chris Lacambra  
**Sent:** Wednesday, August 23, 2006 3:10 PM  
**To:** Roger West  
**Subject:** RE: TeleStaff

Roger-

The implementation costs appear satisfactory. Please include this e-mail and Kathryn's letter in the agenda packet.

**Chris Lacambra, CPA, CGFO**

*Deputy Comptroller*

Nassau County Clerk of Courts

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fax (904) 548-4829

[www.clacambra@nassauclerk.com](http://www.clacambra@nassauclerk.com)

---

**From:** Roger West  
**Sent:** Monday, August 21, 2006 3:20 PM  
**To:** Chris Lacambra  
**Subject:** TeleStaff

Attached is the letter from Kathryn Prancevic of PDSI explaining the implementation charge. RRW

## Roger West

---

**From:** Chris Lacambra  
**Sent:** Wednesday, August 23, 2006 3:22 PM  
**To:** Roger West  
**Cc:** Joyce Bradley  
**Subject:** Agenda Request 8/28/06 - telestaff scheduling for fire/rescue

Roger-

Since we made some changes to the contract, you may need to resubmit your agenda request for 8/28/06. I will need a new copy, and Joyce B. will need a copy as well.

-Chris

### NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

VENDOR NAME / ADDRESS

Principal Decision Systems Int  
625 The City Drive  
Suite 190  
Orange, CA 92868

P.O. Box 4000  
FERNANDINA BEACH, FLORIDA 32035-4000

**DEPARTMENT**  
*FIRE RESCUE*

### REQUISITION

*GRANT*  
REQUISITION BY:

VENDOR NUMBER	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	PURCHASE ORDER TOTAL	DISCOUNT TERMS	
		8/3/06	\$ 29,800. <sup>00</sup>		
ITEM NO.	DESCRIPTION	QUAN- TITY	UNIT PRICE	AMOUNT	FUND ACCOUNT NUMBER
1.	TELESTAFF Enterprise Software LICENSE FOR 100 STAFF MEMBERS	1		12,300	04223522 - 56400 1 Equip. \$5000 OR GREATER
2.	Webstaff - PDSI HOSTED Servp and FIRST YEAR SERVICE	1		2,500	FIRE
3.	TELESTAFF Implementation	1		10,000	
4.	HARDWARE - Enterprise SERVET	1		5,000	
*	Piggy Back off of LAKE County *				

APPROVED BY:   
8/3/06

WHITE - Finance Copy  
YELLOW - Requisitioner's Copy

Subtotal  
 Total



**BOARD OF COUNTY COMMISSIONERS**  
**NASSAU COUNTY FIRE RESCUE**  
96135 Nassau Place, Box 1  
Yulee, Florida 32097



Jim B. Higginbotham  
Ansley Acree  
Tom Branan  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

**C. W. COOPER**  
Fire Chief

**J. S. YOUNG**  
Assistant Chief

**T. G. BRALEY**  
Operations Chief

**JOHN A. CRAWFORD**  
Ex-Officio Clerk

**MICHAEL S. MULLIN**  
County Attorney

**MIKE MAHANEY**  
County Administrator

- A Lake County Purchasing Policy
- B Lake County RFP
- C Bid Tabulation Sheet
- D Lake County Recommendation Sheet
- E PDSI Response to RFP
- F Lake County Contract w/ PDSI
- G Sample Reports Generated by Telestaff
- H Lake County Letter of Permission for Piggyback
- I PDSI Letter of Honor for Nassau County Fire Rescue
- J Nassau County Fire Rescue Contract w/ PDSI

(904) 491.7525 or (866) 832.1317

*An Affirmative Action / Equal Opportunity Employer*

**LAKE COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**

**POLICY**

Title: Purchasing Policy

Number: LCC-18

Cancel: LCC-18

Dated: 2/15/94

Approved: 11/05/96

**I. PURCHASING POLICY DECLARATION**

The procurement of all goods and services made by or on behalf of Lake County, its agencies, departments, officials and authorized agents shall be made by the Office of Purchasing in accordance with the Purchasing Procedures, and in a manner and method which provides for the most proficient and effective expenditure of County funds; provides for the maximum protection of the County taxpayer and the prevention of waste, conflict and corruption; provides for accurate accounting utilizing generally accepted accounting practices and generally accepted auditing standards; provides for equal access and opportunity, in an open and competitive market environment, to all vendors without regard to factors unrelated to quality, cost and availability of the goods and services; and which complies fully with all applicable Federal, State and local laws, rules and regulations.

**II. PURCHASING PREFERENCE POLICY**

Preference will be given to Lake County vendors when all other considerations are equal.

**III. SCOPE OF POLICY**

This policy shall apply uniformly to all employees, authorized agents, officials, departments, agencies, boards, commissions and representatives for the expenditure of any and all funds provided or authorized through or by the Board of County Commissioners except for duly elected constitutional officers.

This policy shall apply to the purchase of any goods or services regardless of purpose or necessity unless that purchase is specifically made exempt by the Purchasing Procedures, the Board of County Commissioners, or any applicable Federal, State or local law.

ber: LCC-18  
Approved: 11/05/96  
Page: 2

**IV. RESPONSIBLE COUNTY OFFICIAL**

The County Manager is hereby authorized to establish purchasing procedures as necessary to effectively and fairly carry out this policy.

**V. RESERVATION OF AUTHORITY**

The authority to issue and/or revise this Policy is reserved to the Board of County Commissioners.

---

Welton G. Cadwell, Chairman  
Board of County Commissioners  
Lake County, Florida



**LAKE COUNTY, FLORIDA  
PURCHASING PROCEDURES**

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**LAKE COUNTY, FLORIDA  
PURCHASING PROCEDURES**

**Procedure  
No.: 105**

**Effective  
Date: March 16, 2004**

**General Guidelines**

**Supersedes  
Date: October 15, 1997**

A. Unless otherwise authorized by the Lake County Board of County Commissioners (hereinafter "BCC"), the County Manager, or by these procedures, the Lake County Office of Purchasing (hereinafter "Purchasing") shall purchase all goods and services, service and supply agreements and all other transactions that necessitate expenditure of Lake County (hereinafter "County") funds for each and every County department/office (hereinafter "department") under the authority of the BCC. All purchases shall be based on at least three competitive bids when reasonably possible. Purchasing shall keep a true and accurate account of all purchases made and entered into and the department for which made.

B. The County's Purchasing Policy is BCC Policy LCC-18 as adopted November 5, 1996.

C. Several state statutes govern purchasing and contracting in the County. Department/office directors (hereinafter "department directors") and employees involved in the purchasing and/or contracting function are advised to be familiar with the provisions of such statutes. Some of the state statutes governing County purchases are noted below.

- C.1. 11.45 selection of auditor to audit County agencies
- C.2. 125.031 lease or lease-purchase of property for public purchase
- C.3. 125.35 sale or lease of County property (real or personal)
- C.4. 217.15-19 Federal surplus property procurement
- C.5. 218.70-79 prompt payment act
- C.6. 218.80 disclosure of permits or fees in the bidding documents
- C.7. 255.04 preference to home industries in building public buildings
- C.8. 255.05 payment & performance bond for certain construction \$200,000 and over
- C.9. 255.0525(2) advertisements for projects from \$200,000 - \$500,000 and over \$500,000
- C.10. 255.20 bids and contracts for public construction works and specification of state-produced lumber
- C.11. 286.011 sunshine law
- C.12. 287.055 consultants competitive negotiation act
- C.13. 287.055(10) design build contracts
- C.14. 287.133 public entity crimes and right to transact business with public entities
- C.15. 336.44 contracts for road construction, notice, bonds, contract contents
- C.16. 489.145 energy efficient contracting

**LAKE COUNTY, FLORIDA  
PURCHASING PROCEDURES**

**Procedure  
No.: 110**

**Effective  
Date: March 16, 2004**

**Vision and Values**

**Supersedes  
Date: October 15, 1997**

**VISION STATEMENT  
ON  
PROCUREMENT**

The County will be a model of an open, responsive, competitive procurement environment, which enables the County to provide effective and cost efficient services while maintaining supportive and effective relations with all users.

**VALUES STATEMENTS**

1. We readily accept our fiduciary responsibility for the expenditure of public funds.
2. We will conduct procurement operations in an ethical manner to the intent, as well as the letter, of the law.
3. We will achieve value by focusing first on quality.
4. We will maintain open, honest communications and will partner with each other, sharing authority, responsibility and accountability.
5. We will strive towards informed consensus actions, which conform to the County's vision and values.

<b>LAKE COUNTY, FLORIDA PURCHASING PROCEDURES</b>	<b>Procedure No.: 115</b>
	<b>Effective Date: March 16, 2004</b>
<b>Goals, Objectives and Principles</b>	<b>Supersedes Date: October 15, 1997</b>

A. The goal of the purchasing activity is to obtain needed goods and services at the lowest ultimate cost consistent with prevailing economic conditions and appropriate standards of quality and continuity of service, while establishing and maintaining a reputation for openness, fairness and integrity. Simply stated, this means, "to obtain the right quality, in the right quantity, at the right time, at the right price, from the right source." Embodied in this statement are the three major objectives of the public purchasing process, which must be weighed and balanced against one another to achieve value in procurement:

A.1. **EFFECTIVENESS.** The quality of the goods and services procured, the units and quantities procured, and the methods of procurement are appropriate to the needs of the organization.

A.2. **EFFICIENCY.** The time and effort expended, from definition of need through final delivery, and the costs associated with acquiring the needed goods and services are reasonable in order to achieve value.

A.3. **ECONOMY.** The prices paid for goods and services reflect savings in taxpayer dollars or product or service improvements and represent the best possible prices obtainable at the time of purchase, consistent with the requirements of procurements.

B. To achieve balance in the above stated objectives, all employees of the County under the authority of the BCC involved in the procurement process shall subscribe to and work for the following principles;

B.1. To consider the best interests of the County in all transactions and to carry out the County's policies and procedures.

B.2. To purchase without prejudice, seeking to obtain the maximum value for each dollar expended in accordance with established County quality standards.

B.3. To strive consistently for knowledge of goods and services required by the County and to establish practical methods of acquiring them.

B.4. To be receptive to competent counsel from colleagues and to be guided by such counsel without impairing the responsibility of department directors and staff to perform the assigned duties of their respective positions.

B.5. To foster honesty and truth in buying and to avoid conflicts of interest, unethical practices and the appearance of same.

**LAKE COUNTY, FLORIDA  
PURCHASING PROCEDURES**

**Procedure  
No.: 120**

**Effective  
Date: March 16, 2004**

**Ethics in Purchasing**

**Supersedes  
Date: October 15, 1997**

- A. The purchasing function not only serves the public interest, but also the interests of the County offices responsible for diverse programs, of bidders and potential bidders, of successful bidders and contractors, of the BCC, and of others directly or indirectly involved in the conduct of County business. Public purchasing is a public trust, balancing the objectives of procuring needed goods and services with protecting the integrity of the County.
- B. Public employees must perform their duties impartially so as to assure fair competitive access to the County's procurement process by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the County's procurement process. To this end, it is essential that all County employees involved in the procurement process observe high ethical standards in the accomplishment of their duties.
- C. The BCC has adopted a Code of Ethics for the County Government that establishes standards of conduct for those persons who act for or on behalf of the public in the performance of all governmental duties and responsibilities.
- D. The National Institute of Governmental Purchasing (NIGP), a non-profit educational and technical organization of professional governmental purchasing agencies, has likewise adopted a Code of Ethics for its members, which relates directly to the conduct of persons employed in any public purchasing organization. Purchasing is a member of NIGP and, therefore, subscribes to the ethical principles of conduct set forth by the NIGP Code of Ethics.

<b>LAKE COUNTY, FLORIDA PURCHASING PROCEDURES</b>	<b>Procedure No.: 205</b>
	<b>Effective Date: March 16, 2004</b>
<b>Responsibilities</b>	<b>Supersedes Date: October 15, 1997</b>

- A. The **County Manager** is responsible for ensuring that the purchasing policy and procedures are applied uniformly and consistently in all County departments reporting through or supervised by the County Manager, her appointees and/or designees. The County Manager is responsible for establishing administrative guidelines for the purchase of all goods and services for County departments.
  
- B. **Department directors** are responsible for ensuring that employees in their departments are fully familiar with federal, state, and local laws, regulations and procedures regarding the purchase of goods and services for use in their department, and that those employees comply fully with the provisions of said laws, regulations and procedures. It is further the responsibility of the department directors to ensure that the purchasing policy and procedures are applied uniformly and consistently to all purchases made by their departments; to ensure that specifications and requirements submitted for procurements provide maximum competition among the vendors providing the goods and services required; and to plan purchases to allow sufficient time for compliance with the County's purchasing policy and procedures.
  
- C. The **Purchasing Manager** recommends rules and procedures relative to the purchasing process for establishment by the BCC and the County Manager, and provide assistance and advice, as necessary, in the administration of, and compliance with, the purchasing policy and procedures. The Purchasing Manager is responsible for the direction and management of the County's procurement processes and operations.
  
- D. **Purchasing** is responsible for the purchase or acquisition of goods and services for County departments, in accordance with all applicable federal, state and local laws, regulations and procedures and modern purchasing principles and techniques. Purchasing is also responsible for providing training to familiarize County employees with public purchasing law and concepts in general and County policy and procedures in particular.

**LAKE COUNTY, FLORIDA  
PURCHASING PROCEDURES**

**Procedure  
No.: 210**

**Effective  
Date: March 16, 2004**

**Authority to Purchase, Contract**

**Supersedes  
Date: October 15, 1997**

- A. Any and all dollar limits noted in these Purchasing Procedures are aggregate (cumulative) totals for any like goods and services purchased within any current budget fiscal year.
- B. The splitting of any aggregate purchase requirement to lower the individual portions of the purchase below the limits where a more restrictive level of competitive bidding (informal or formal) is required (e.g., to keep the portions of the requirements below the \$1,000, \$15,000 or \$25,000 levels of competition) is prohibited.
- C. All purchases and contracts for which competitive bids are required, shall be awarded to the lowest and best responsive and responsible bidder or the highest ranked respondent, taking into consideration conformity with the specifications and/or scope of services, terms of delivery, and other terms and conditions imposed in the bidding documents. Purchasing, in consultation with the requesting department, shall decide as to the lowest and best responsive and responsible bidder for such purchases, and Purchasing may reject any or all bids and rebid as required.
- D. Single, non-repetitive purchases of less than \$1,000 may be made on the open market upon the authorization of the appropriate department director, or designee, if the purchase cannot be made against an existing County term and supply contract. While not required, competition for such purchases is encouraged. Such purchases do not require the issuance of a County purchase order.
- E. Purchases of goods and services in an amount of \$1,000 or more, but less than \$25,000 shall require documentation of the appropriate method of competition and approval by the Purchasing Manager; provided, however, that construction, renovation, and road and bridge projects shall be procured in accordance with the limitations imposed by applicable state or federal law.
- F. Single, non-repetitive purchases of professional services in an amount less than \$15,000 (with the exception of professional services as defined by Florida Statutes 287.055) may be negotiated by the appropriate department director. Competition for such purchases is required. The County Attorney will assist offices in drafting the contracts and will approve the contracts as to form.
- G. Purchases of goods and services in an amount of \$25,000 or more shall require formal, publicly advertised competition by the Office of Purchasing unless otherwise exempted by these procedures. All such purchases require formal approval by the BCC unless such purchases have been preapproved by the BCC during the annual budget process or by a listing of annual bids and contracts.

BCC preapproved purchases of \$25,000 or more shall be approved by the County Manager so long as the award recommendation is to the lowest and best responsive and responsible bidder or highest ranked respondent (RFP).

If award is recommended to other than the lowest and best responsive and responsible bidder or highest ranked respondent, the BCC must formally approve the award.

The County Manager may require certain BCC preapproved purchases to be scheduled with the BCC for formal approval of the competition.

**LAKE COUNTY, FLORIDA  
PURCHASING PROCEDURES**

**Procedure  
No.: 215**

**Effective  
Date: March 16, 2004**

**Contract Signature Authority**

**Supersedes  
Date: October 15, 1997**

- A. All contracts originally awarded by the BCC, with the exception of term and supply contracts, require the signature of the Chairman of the BCC.
- B. All other contracts require the signature of the County Manager, or designee, with the exception of term and supply contracts, which require the signature of the Purchasing Manager, or designee.
- C. The Purchasing Manager, upon concurrence of the appropriate department director(s), is authorized to approve renewal of term and supply contracts originally awarded by the BCC, the County Manager or the Purchasing Manager so long as the original contract provides for that specific renewal. The same renewal authority also resides with the Purchasing Manager for renewal of maintenance, license and service agreements.
- D. All contracts (with the exception of purchase orders) require the review and approval of the County Attorney before a purchase order can be issued.
- E. All County purchase orders require the signature of the Purchasing Manager, or designee.



<b>LAKE COUNTY, FLORIDA PURCHASING PROCEDURES</b>	<b>Procedure No.: 220</b>
	<b>Effective Date: March 16, 2004</b>
<b>Change Orders</b>	<b>Supersedes Date: October 15, 1997</b>

A. Changes during the performance of a contract are usually accomplished by issuance of a change order, modification, stop-work or termination notice, or by renewal or extension of a contract. These changes may occur in construction or public works contracts or other contracts. A change order to any such procurement also requires a change order to a purchase order originally issued to authorize the procurement.

B. Except where specifically authorized by resolution of the BCC, and upon recommendations by the appropriate department director, the following classes and approval limits apply to both project change orders and purchase order change orders. Change orders are cumulative and do not stand on their own in determining approval limits.

**B.1. Term and Supply Contracts**

B.1.a. The Purchasing Manager is authorized to approve all change orders derived from term and supply contracts.

**B.2. Construction and Professional Services Initially Approved by the County Manager or Purchasing Manager.**

B.2.a. The Purchasing Manager or department directors are authorized to approve all change orders for construction and professional services up to \$10,000 so long as the cumulative affect of the change order does not exceed ten percent (10%) of the initial contract award.

B.2.b. The County Manager is authorized to approve all other such change orders for construction and professional services.

**B.3. Construction and Professional Services Initially Approved by the BCC**

B.3.a. The Purchasing Manager or department directors are authorized to approve all change orders for construction and professional services up to \$25,000 so long as the cumulative affect of the change order does not exceed ten percent (10%) of the initial contract award.

B.3.b. The County Manager is authorized to approve all such change orders for construction and professional services of \$25,000 and over so long as the cumulative affect of the change order does not exceed ten percent (10%) of the initial contract award.

B.3.c. Only the BCC is authorized to approve all change orders for construction and professional services that cumulatively exceed ten percent (10%) of an initial contract award of \$25,000 or over.

**B.4. All Other Change Orders**

B.4.a. The Purchasing Manager or department directors are authorized to approve all other change orders of less than \$25,000 so long as the cumulative affect of the change order does not exceed ten percent (10%) of the original project or purchase order authorization.

B.4.b. The County Manager is authorized to approve all other such change orders.

**LAKE COUNTY, FLORIDA  
PURCHASING PROCEDURES**

**Procedure  
No.: 225**

**Effective  
Date: March 16, 2004**

**Unauthorized Purchases**

**Supersedes  
Date: October 15, 1997**

- A. Any request for the purchase of goods or services, including those by lease, lease-purchase or rental, which does not conform to the provisions of any applicable federal, state or local law, regulation or procedure, shall be deemed to be unauthorized by the County and will be brought to the attention of the appropriate department director by Purchasing.
- B. In bringing the unauthorized request to the attention of that person, Purchasing will work with that department to bring the request into compliance with applicable laws, regulations or procedures. If it is not possible to bring the request into compliance, or if the actions required to bring the request into compliance are unacceptable to the appropriate director, Purchasing will, upon the written authorization of the appropriate director, submit written correspondence to the County Manager identifying the requisitioning office, the item(s) requested, the dollar value of the request, and the law, regulation or procedure violated by the request.

The County Manager shall either approve or deny the request or schedule the request with the BCC for resolution.

**LAKE COUNTY, FLORIDA  
PURCHASING PROCEDURES**

**Procedure  
No.: 305**

**Effective  
Date: March 16, 2004**

**Competitive Procurements (Page 1 of 2)**

**Supersedes  
Date: October 15, 1997**

- A. Competition is the defined process, initiated by a properly authorized requisition submitted to Purchasing, in which multiple willing and able firms compete openly, equally and non-restrictively to supply equivalent goods or services to the County. The County seeks to maximize competition within the competitive procurement process to effect cost containments and to provide more value for the tax dollar.
- B. To maximize competition, the County is committed to the development of sources of supply, including minority businesses, women-owned businesses, and disadvantaged businesses, and is also committed to the utilization of good faith efforts to achieve this development.
- C. Open and competitive procurement is required for all like goods and services whose annual aggregate cost is estimated to be \$1,000 or over and is encouraged for like procurements under \$1,000.

C.1. QUOTATIONS are written or verbal statements of prices, terms of sale and a description of goods or services offered to the County by a prospective contractor. The requesting department is responsible for describing the goods or services required in sufficient detail for competitive quotations to be obtained. Quotations from multiple firms shall be used as documentation of purchases with an annual aggregate cost of over \$1,000 but less than \$25,000.

C.1.a. Departments are authorized to obtain the competition for the above stated purchases of \$15,000 or less. All competition obtained by user departments for purchases from \$5,000 to \$15,000 require competitive written quotations. The validation of the departmental competition is the responsibility of Purchasing and the authority for awarding the contract resides with the Purchasing Manager.

C.1.b. The County's official bidding documents used by Purchasing to solicit informal and formal bids/RFPs shall not be utilized by user departments to obtain competition for this, or any other category of purchases.

C.2. INFORMAL BIDS/RFPs are written documents issued by Purchasing similar to formal bids and RFPs (see below), with the exceptions that neither public notice nor a stated period of time between public notice bid/proposal opening are required. Informal bids may be used to document competition for procurements with an estimated annual aggregate cost of less than \$25,000 or for other procurement situations requiring expedited or unusual handling at the discretion of the Purchasing Manager.

C.3. FORMAL BIDS are written documents issued by Purchasing, inviting potential bidders to submit sealed, written pricing for specific goods and services in conformance with specifications, terms, conditions, and other requirements described in the bid documents. The requesting department is responsible for describing the required goods and services in sufficient detail for competitive bids to be obtained. Formal bids require public notice (legal publication), public bid opening at a time and place designated in the bid document, and a minimum of ten (10) working days between publication of the public notice and the bid opening. Formal bids shall be utilized to document procurements of goods and services with an estimated annual aggregate or project cost of \$25,000 or more.

C.3.a Design build projects will be procured in accordance with Florida Statute 287.055(10) and Lake County Code 2-241-7.

C.4. REQUESTS FOR PROPOSALS (RFPs) are written documents issued by Purchasing inviting potential respondents to submit sealed proposals for specific professional services in conformance with the scope of services,

**LAKE COUNTY, FLORIDA  
PURCHASING PROCEDURES**

**Procedure  
No.: 305**

**Effective  
Date: March 16, 2004**

**Competitive Procurements (Page 2 of 2)**

**Supersedes  
Date: October 15, 1997**

terms conditions and other requirements described in the RFP documents. The requesting department is responsible for describing the required services in sufficient detail for competitive proposals to be obtained. RFPs require public notice (legal publication), public proposal opening at a time and place designated in the proposal document, and a minimum of ten (10) working days between public notice and proposal opening. RFPs are utilized for procurements of professional services with an estimated annual aggregate or project cost of \$25,000 or more.

C.4.a. Professional services as designated by Florida Statute 287.055 will be procured in accordance with that statute.

C.4.b. Other professional services will be procured in accordance with the County's RFP process. This is a two step process consisting of an initial ranking, by a selection committee, of all responsive proposals received, followed by interviews with, and cost proposals from, finalist (short-listed) firms only. The initial ranking of proposals shall be according to specific categories and maximum points allocated as follows:

Quality of similar work	20 points
Firm personnel	25 points
Responsiveness to the RFP	10 points
Applicable resources	10 points
Project understanding/approach	35 points

C.4.c. The finalist firm shall be the highest ranked respondents based solely on the cumulative points assigned to the initial proposals. Points do not carry forward from the initial ranking to the interview phase. These finalist firms shall be interviewed and evaluated according to specific categories and maximum points allocated as follows:

Project approach	35 points
Key staff members	25 points
Firms experience	20 points
Staff utilization	10 points
Cost proposal	10 – 30 points

C.4.d. Other point assignments within the noted categories may be assigned by mutual agreement between the appropriate department director and the Purchasing Manager.

C.4.e. Any exceptions to utilization of a selection committee for the above noted tasks must be approved by mutual agreement between the appropriate department director and the Purchasing Manager.

C.5. PROCUREMENTS FROM GRANTS may require special processing because of specific legal terms and conditions placed by the funding agency. Grants often have certain purchasing requirements that are different from the County's. It is the responsibility of the requesting department to identify and to transmit to Purchasing any special purchasing requirements or provisions, and it is the responsibility of Purchasing to ensure that those special purchasing requirements are followed. Unless otherwise specified in the grant, all grant procurements shall follow the County's Purchasing Policy and Procedures.

C.6. TIE BIDS will be awarded in accordance with state law and Lake County Purchasing Policy and afterward in any permissible manner, as determined by the Purchasing Manager, that will discourage tie bids or by drawing lots.

<b>LAKE COUNTY, FLORIDA PURCHASING PROCEDURES</b>	<b>Procedure No.: 310</b>
	<b>Effective Date: March 16, 2004</b>
<b>Exceptions to Competition</b>	<b>Supersedes Date: October 15, 1997</b>

A. The competitive procurement process may be waived;

- A.1. in defined emergencies, documented in accordance with the Emergency Purchases section of these procedures,
- A.2. for sole-source procurements, documented and approved in accordance with the Sole Source Purchases section of these procedures,
- A.3. for procurements of goods or services which are available from or through other governmental entities, including contracts competitively awarded by other governmental entities subject to the Purchasing Manager's approval of their competitive process and award, and joint construction projects authorized by intergovernmental agreement and when the other governmental party to said agreement is administering the project,
- A.4. for exact replacement of a component, part or sub-assembly when exact replacement is necessary to avoid excessive modifications to operating systems, and it is determined by the Purchasing Manager that the component, part or sub-assembly is only available through a single, authorized local distributor,
- A.5. for job related seminar registrations and publications and professional membership dues and fees,
- A.6. for purchase of local, non-competitive, utility services for County owned or operated facilities,
- A.7. utility relocation payments negotiated in accordance with resolution(s) adopted by the BCC,
- A.8. postage expense, when billed by a vendor at the currently prevailing postage rates established by the U.S. Postal Service,
- A.9. procurements exempt by virtue of specific statutory citation,
- A.10. under other documented and justified circumstances approved by the County Manager, if the procurement is less than \$25,000 or by the Board of County Commissioners if the procurement is \$25,000 or more.

**LAKE COUNTY, FLORIDA  
PURCHASING PROCEDURES**

**Procedure  
No.: 315**

**Effective  
Date: March 16, 2004**

**Sole Source Purchases**

**Supersedes  
Date: October 15, 1997**

- A. A sole source purchase is an award of contract for goods or services to the only known source for the required goods or services, occasioned by the unique nature of the requirement, the vendor, the impracticality of obtaining competition or market conditions. A sole source cannot be justified on the basis of quality or price, as quality can be a subjective evaluation based on individual opinion, and price considerations must be evaluated by competitive bidding. If there is more than one product or service that will perform essentially the same functions under essentially the same conditions as the requested product or service, a sole source is deemed not to exist.
- B. Department directors may request a sole source purchase by forwarding a completed Sole Source Request Form to Purchasing. It is the responsibility of the requestor to fully justify the requested sole source purchase.
- C. Purchasing will review the sole source request and provide the County Manager with a written opinion as to the validity of the sole source.
- D. The County Manager, upon review of the request and the opinion furnished by Purchasing, is authorized to either approve or deny the sole source if the aggregate cost of the request is less than \$25,000.
- E. If the aggregate cost of the sole source request is \$25,000 or more, the County Manager will forward the request to the BCC for approval or disapproval.
- F. Purchasing, in cooperation with the County Attorney and the requesting department, may elect to negotiate the prices, terms of sale and other considerations with any approved sole source provider.

<b>LAKE COUNTY, FLORIDA PURCHASING PROCEDURES</b>	<b>Procedure No.: 320</b>
	<b>Effective Date: March 16, 2004</b>
<b>Emergency Purchases</b>	<b>Supersedes Date: October 15, 1997</b>

- A. An emergency situation is defined as a circumstance in which;
- A.1. a disaster creates a threat to public health, welfare or safety.
  - A.2. critical County operations will be severely affected in an adverse manner, unless immediate action is taken to remediate the situation.
- B. The BCC, County Manager or any department director may declare an emergency situation as defined above and make emergency purchases of goods and services with or without benefit of the County's competitive purchasing process.
- C. Emergency purchases made in accordance with this procedure will be documented in writing by the person declaring the emergency situation and submitted to Purchasing with a confirming requisition signed by the appropriate director and the County Manager.
- D. Emergency purchases of less than \$1,000 made in accordance with this procedure may be made by any department director without benefit of the County's competitive purchasing process and does not require a confirming requisition submitted to Purchasing or the County Manager's approval.
- E. Certain purchases not meeting the criteria for an emergency under this procedure, but which may be deemed as urgent, will be expedited by Purchasing, upon notification of such circumstances and submission of a requisition. In such circumstances, Purchasing may elect to secure informal competition rather than formal bids to respond to any extenuating circumstances.

<b>LAKE COUNTY, FLORIDA PURCHASING PROCEDURES</b>	<b>Procedure No.: 325</b>
	<b>Effective Date: March 16, 2004</b>
<b>Negotiations</b>	<b>Supersedes Date: October 15, 1997</b>

A. Purchasing, in cooperation with the requesting department, may negotiate the procurement of goods and services in the following instances;

- A.1. Emergency purchases, duly declared and approved
- A.2. Sole source purchases, duly documented and approved
- A.3. Proprietary items
- A.4. Extension of existing contracts as provided for in the original contract
- A.5. Final scope of services, compensation and certain contractual elements resulting from Requests for Proposals (RFPs)
- A.6. Other procurements when, in the opinion of the Purchasing Manager, negotiation is required due to extenuating circumstances; however, no negotiations are allowed in the formal bid process prior to contract award.



**LAKE COUNTY, FLORIDA  
PURCHASING PROCEDURES**

**Procedure  
No.: 330**

**Effective  
Date: March 16, 2004**

**Consolidation of Requirements**

**Supersedes  
Date: October 15, 1997**

- A. **Term and supply contracts** are established by Purchasing, predominantly through the competitive sealed bidding process, for the provision of repetitively purchased goods and services commonly required by one or more County departments. These contracts, featuring pre-determined contractors, terms and conditions, and favorable consolidated pricing, allow departments to utilize their personnel to accomplish other departmental duties by reducing the necessity for those personnel to perform separate, redundant and conflicting procurement activities. Term and supply contracts will be utilized whenever the contract goods and services are appropriate to the needs of the using department.
- B. **Blanket purchase orders** may be established for offices utilizing term and supply contracts to facilitate order placement and reduce the administrative overhead inherent in repetitive price comparison and order placement. Blanket purchase orders (BPO's) should be used when departments purchase repetitive specified goods or services, from the same vendor, that require numerous orders/shipments over specified periods of time.
- C. **Cooperative procurements** are the combining of the requirements of two or more political entities to obtain the advantage of volume purchases, improved specifications, reduced administrative costs, and increased intergovernmental cooperation. The Purchasing Manager may elect to participate with other governmental entities in cooperative procurements of goods and services with organizations holding tax exempt status under IRC Section 501©(3).
- D. An **annual purchasing schedule** will be prepared and executed by Purchasing with the assistance of the Budget Office and using departments. This schedule will list the projected bid mailing dates of approved capital expenditures and other projects along with existing and proposed term and supply contract bids. The annual purchasing schedule will be utilized by Purchasing and user departments to coordinate development of bid/RFP documents in sufficient time to allow for the competitive procurement processes required, and to meet the required delivery or completion date.

<b>LAKE COUNTY, FLORIDA PURCHASING PROCEDURES</b>	<b>Procedure No.: 335</b>
	<b>Effective Date: March 16, 2004</b>
<b>Purchase Orders</b>	<b>Supersedes Date: October 15, 1997</b>

- A. A purchase order is the County's official legal document of contract between the County and the contractor, issued separately or in conjunction with other documents, which delineates the responsibilities of both parties in the provision of and payment for goods and services required by the County. The purchase order also is the mechanism by which budgetary and cash balances are encumbered in the County's accounting system.
- B. Issuance of a purchase order to confirm the legal contract between the County and a contractor, and to encumber cash and budgetary balances, is required, unless specifically exempted herein, for all single, non-repetitive procurements of goods and services of \$1,000 and over.
- C. A purchase order may be issued for procurements of goods and services of less than \$1,000 to expedite ordering, fulfill contractor requirements, provide for standard contracting terms, or to encumber funds in the County's accounting system, at the request of the user department director.
- D. Issuance of a purchase order is generally not required for the following:
- D.1. single, non-repetitive procurements of less than \$1,000 except as provided for in C., above
  - D.2. payment of local utility services for County owned or operated facilities, unless desired for the encumbrance of funds in the County's accounting system
  - D.3. seminar, conference, or class registration fees
  - D.4. professional organization membership dues and fees
  - D.5. college or junior college tuition payments if job related
  - D.6. insurance or self-insured payments for claims, losses, loss adjustment expenses, premiums and deductibles
  - D.7. interfund transfers and reimbursements
  - D.8. exemptions referenced in Procedure 340, section B.

<b>LAKE COUNTY, FLORIDA PURCHASING PROCEDURES</b>	<b>Procedure No.: 340</b>
	<b>Effective Date: March 16, 2004</b>
<b>Exemptions from Procedures</b>	<b>Supersedes Date: October 15, 1997</b>

- A. Certain purchases and expenditures of County funds are not readily adaptable to the competitive procurement and purchase order processes. These purchases will be exempt from the provisions of the County purchasing policy and procedures by virtue of other statutory or legislative provision for the acquisition thereof. Exceptions for these transactions are specifically identified in this section so as to preclude possible misinterpretation of the requirements for exemption.
- B. The following are exemptions from the purchasing procedures and do not require the issuance of a purchase order:
- B.1. Sale of temporary notes and bonds.
  - B.2. Investment of temporarily idle County funds
  - B.3. Employee compensation
  - B.4. Employee benefits, including but not limited to: premiums for health, life or disability insurance, including self-insured plans; payments to pension or deferred compensation plans; employment or payroll taxes.
  - B.5. Insurance claims, losses and loss adjustment expenses, including payments for policy deductibles, retained losses and self-insured workers' compensation losses. Fees for service paid to agents, brokers, or third party administrators, however, are not exempt.
  - B.6. Witness and juror fees.
  - B.7. Interfund transfers and reimbursements.
  - B.8. Employee reimbursements.
  - B.9. Principal and interest payments on County debt.
- C. Any department seeking exemption from the County's purchasing procedures shall prepare a written request detailing the specific nature of the transaction to be exempted, the statutory or legislative basis for the exemption, and the alternative procedure which will be utilized for the purchase or expenditure. The request will be addressed to the Purchasing Manager, who will review the request and make recommendations to the County Manager. The County Manager will either approve or deny the exemption.

**LAKE COUNTY, FLORIDA  
PURCHASING PROCEDURES**

**Procedure  
No.: 405**

**Effective  
Date: March 16, 2004**

**Vendor Relationships**

**Supersedes  
Date: October 15, 1997**

- A. It is essential to develop and maintain goodwill between the County and its suppliers. The reputation of the County can be enhanced and promoted by:
- A.1. Giving all salespersons a full, fair, prompt and courteous hearing
  - A.2. Keeping competition open and fair
  - A.3. Keeping specifications fair, accurate and clear
  - A.4. Maintaining consistent buying policies and principles
  - A.5. Observing strict truthfulness in all transactions and correspondence
  - A.6. Respecting the confidence of the salesperson or the company in regard to confidential or proprietary information
  - A.7. Keeping free from any obligation to any vendor.
- B. Any County employee involved in purchasing goods or services for the County shall strictly adhere to the County's Code of Ethics as stated in the Lake County Board of County Commissioners Policies and Practices Employee Manual.

**LAKE COUNTY, FLORIDA  
PURCHASING PROCEDURES**

**Procedure  
No.: 410**

**Effective  
Date: March 16, 2004**

**Suspension/Debarment of Vendors**

**Supersedes  
Date: October 15, 1997**

- A. Firms or persons believed to be involved in any of the following may be subject to suspension from doing business with the County for a period not to exceed three (3) months. Should, upon investigation, the firm be found to be engaged in any of the following, the firm may be subject to debarment from consideration for award of any County contract for a period of not more than three (3) years;
- A.1. Conviction for commission of a criminal offense as incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract
  - A.2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which currently, directly and seriously affects responsibility as a County vendor
  - A.3. Conviction under state or federal antitrust statutes arising out of the submission of bids and proposals
  - A.4. Violation of contract provisions, as set forth below, of a character which may be regarded to be so serious as to justify debarment:
    - A.4.a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract, or
    - A.4.b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment
  - A.5. Any other cause determined by the County to be so serious and compelling as to affect responsibility as a County contractor, including debarment by another governmental entity for any cause listed herein.
- B. The County Manager, in consultation with the Purchasing Manager and the County Attorney, shall develop procedures for determination of cause for suspension and/or debarment and notification of firms or persons identified in such actions.

**LAKE COUNTY, FLORIDA  
PURCHASING PROCEDURES**

**Procedure  
No.: 505**

**Effective  
Date: March 16, 2004**

**Bonds**

**Supersedes  
Date: October 15, 1997**

- A. There are three major types of bonds used by the County in the competitive procurement process. Those bonds, along with their utilization, are summarized below.
- A.1. Bid Bonds are used when bid security is required to ensure that the firm or individual awarded a contract will subsequently enter into contract with the County. Bid Bonds are generally written in an amount equal to five percent (5%) of the total amount bid.
- A.2. Performance Bonds are used when a guarantee is required to ensure that a firm or individual that has entered into contract with the County will complete the project within the terms of the agreement. Performance Bonds are normally written in an amount equal to one hundred percent (100%) of the awarded contract.
- A.3. Payment Bonds are used to insure payment of indebtedness incurred for labor furnished, materials, equipment or supplies used or consumed in connection with, or in or about, the construction, improvements or repairs. Payment Bonds are normally written in an amount equal to one hundred percent (100%) of the awarded contract.
- B. The above bonds require the appointment of a Florida resident agent and must be issued by an acceptable bonding company licensed to do business in the state of Florida.
- C. Construction projects estimated to cost \$200,000 or more require a bid, performance, and a payment bond.
- D. Other types and amounts of bid security for other purchases may be required by applicable statute or at the discretion of the Purchasing Manager.
- E. Checks or other security deposits shall not be accepted in lieu of the above bonds unless specifically approved by the Purchasing Manager prior to the publication and distribution of the bidding documents.
- F. The County Attorney and Risk Manager shall review and approve all Performance and Payment Bonds.

**LAKE COUNTY, FLORIDA  
PURCHASING PROCEDURES**

**Procedure  
No.: 510**

**Effective  
Date: March 16, 2004**

**Insurance**

**Supersedes  
Date: October 15, 1997**

- A. Certificates of insurance shall be provided by the successful bidder/respondent to assure that the County's insurance program will not be called upon to respond to losses from, and that the contractor is financially capable of responding to, claims resulting from the contractor's operations, products, activities or services for the County.
- B. Construction and service contractors, if required, must provide evidence of commercial general liability, workers' compensation and automobile liability coverage.
- C. Professional services and environmental contractors if required, must provide evidence of professional liability, commercial general liability, workers' compensation and automobile liability coverage.
- D. The certificate of insurance shall be issued to:  

Lake County, a Political Subdivision of the State of Florida and the Board of County Commissioners  
P.O. Box 7800  
Tavares, FL 32778-7800
- E. The certificate should evidence a thirty (30) day cancellation clause and the inclusion of the Board of County Commissioners, Lake County, Florida, its officers, commissions, agents and employees as additional insureds.
- F. Depending on the services requested in the procurement, additional or specialty coverages or specific limits of coverage may be required at the discretion of the Purchasing Manager in consultation with the Risk Manager. The amounts and types of insurance required will be detailed in the bidding in the bidding or purchase document.
- G. The contract and/or project name or number must be identified in the "Descriptions of Operations/Locations/Vehicles/Items" section of the certificate.

**LAKE COUNTY, FLORIDA  
PURCHASING PROCEDURES**

**Procedure  
No.: 600**

**Effective  
Date: March 16, 2004**

**The Purchasing Card**

**Supersedes  
Date:**


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**REQUEST FOR PROPOSAL (RFP)**

 <p align="center"><b>LAKE COUNTY, FLORIDA</b> OFFICE OF PROCUREMENT SERVICES</p>	<p>RFP NO: 05-060  ISSUE DATE: January 20, 2005  CONTRACTING OFFICER: JOHN WIGHT  PHONE NO: 352.343.9479  FAX NO: 352.343.9473  EMAIL: jwight@co.lake.fl.us</p>	
<p align="center"><b>SUBMIT PROPOSAL / OFFER PRIOR TO:</b>  <b>PRE-PROPOSAL DATE: February 10, 2005</b>  <b>CLOSING DATE: February 23 2005</b>  <b>CLOSING TIME: 3:00 P.M. (local time)</b></p>	<p align="center"><b>SUBMIT TO:</b>  <b>SEE Section 2.3</b>  FAX / E-Mail not accepted</p>	
<p><b>DESCRIPTION: PUBLIC SAFETY AUTOMATED STAFFING SOFTWARE</b></p> <p align="center"><b>NO RESPONSE REPLY</b></p> <p>If you do <u>not</u> want to respond to this RFP at this time, or, would like to be removed from Lake County's Bidders List, please mark the appropriate space, fill in the company name and address, and return this sheet only.</p> <p><input type="checkbox"/> Not interested at this time; keep our firm on Lake County's Bidders List for future solicitations for this product / service</p> <p><input type="checkbox"/> Please remove our firm from Lake County's Bidders List for this product / service.</p>		
<p>The below named respondent makes the attached offer and hereby agrees to furnish the products and/ or services pursuant to all requirements, specifications, and scope of services contained in this solicitation document, and further agrees that the language of this document shall govern in the event of a conflict with his or her response. By my signature I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a response for the services, and is in all respects fair and without collusion or fraud.</p>		
<p>COMPANY NAME: Principal Decision Systems International, Inc.</p>	<p>DATE: 1/31/2005</p>	
<p>MAILING ADDRESS: 625 The City Drive, Suite 190</p>	<p>PHONE:800-850-7374 FAX: 714-703-2795</p>	
<p>CITY: Orange</p>	<p>STATE: CA</p>	<p>ZIP: 92868</p>
<p>SSN OR FEDERAL TAX NO: 77-0258909</p>	<p>TITLE OF AUTHORIZED REPRESENTATIVE: National Account Executive Fire and EMS</p>	
<p>E-MAIL: KPrancevic@TeleStaff.com</p>	<p>WEB URL: www.TeleStaff.com</p>	
<p>AUTHORIZED SIGNATURE:</p>	<p>PRINTED NAME: Kathryn Prancevic</p>	

## **Request for Proposals 05-060, Public Safety Automated Staffing Software**

Due by 3:00pm local time on *Wednesday, February 23, 2005*

PURPOSE: The Lake County Board of County Commissioners is soliciting competitive sealed proposals (offers) to furnish potential solutions for *scheduling fire agency staff by utilizing an automated software system.*

### **SECTION 1.0 – SCOPE OF WORK**

#### **1.1 Procurement Rules**

- A. IMPORTANT NOTICE TO POTENTIAL POPOSERS: Receipt of these solicitation documents does not indicate that the Office of Procurement Services has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the RFP closing and will be based on our evaluation of your submission compared to the specific requirements and qualifications contained in these documents.
- B. The County has established for purposes of this Request For Proposals (RFP) that the words “shall”, “must”, or “will” are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County sole discretion, the deficient response is not in substantial accord with this RFP’s mandatory conditions requirements.
- C. The words “should” or “may” are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal, but may result in being considered as not in the best interest of the County.
- D. To be considered for an award, the Proposer must agree to abide by each mandatory requirement included in this RFP.

#### **1.2 Current System:**

The current system is manual labor-intensive, prone for human error, open to subjectivity, lacks budget planning and does not produce effective operational analysis. The current staff consists of approximately two-hundred (200) employees.

#### **1.3 Scope of Service:**

The fire agency staff scheduling software shall meet or exceed the following requirements:

- A. Flexibility of inputting codes such as vacations, sick leave, holidays, workmen's compensation, etc. for generating management reports for leave accruals and attendance records.
- B. Produce accurate payroll reports that reflect the day's/shifts exact staffing
- C. Ability to accept and determine correct and fair staffing utilizing complex organizational or collective bargaining rules.
- D. Maintain time scheduling operations to establish shift rotation configurations utilizing qualified shift fill logic.
- E. Provide telephone and personal computer (PC) access to employee's calendar and staffing options.
- F. Provide telephone/pager delivery/receipt of notifications of shift changes and accept work opportunities.
- G. Shall be an open architecture, client server application to be able to integrate and receive transfer of data from external systems, specifically from the County's "Firehouse Software"® system
- H. Shall provide reliable and proven security system.
- I. Include seven (7) days per week twenty-four (24) hours per day telephone technical support

#### **1.4 Evaluation Criteria**

The Contracting Officer listed in Section 2.6 below is responsible for the selection process and will be the sole point of contact for all Proposers. In addition to the materials provided in the written responses to this RFP, the County may utilize site visits or may request additional material, information, presentations or references from the Proposer(s) submitting proposals. County personnel will evaluate the proposals with the award based on the following criteria:

- A. Understanding of the services required by the County as evidenced in the Statement of Interest.
- B. Quality of similar work that has been provided by other public and private entities through reference checks.
- C. The County will give preferences to systems that can be easily accessed and effectively used in the County's opinion, over a secure Internet connection.
- D. Cost proposal.
- E. Overall responsiveness to the RFP.

#### **1.5 Maintenance:**

The contractor shall provide the following support:

Telephone support, included toll-free support hot-line; hours of operation preference is toll-free telephone support which shall include seven (7) days per week twenty-four (24) hours per day technical support.

## **1.6 Reports**

The contractor shall describe the method that the user will create reports. If standard reports are included in the original price, the list of these reports shall be included. Contractor's estimated cost to create other reports shall be detailed.

## **1.7 Cost**

The contractor's cost quotations shall be itemized and include all costs, including system license fees, source code, implementation, training, maintenance, suggested software modifications (if any), third party software, and any other cost to make the system operational.

## **1.8 Acceptance Test**

Specific mutually agreeable criteria for successful system operation will be established during contract negotiation process, taking into account the County's functional specifications and the contractors own software documentation. The selected contractor will be required to participate with appropriate government personnel in testing the functionality of the proposed system to ascertain conformance with the acceptance criteria before the system will be accepted by the County.

## **1.9 Demonstrations**

- A. The County reserves the right to require each proposer to demonstrate to the satisfaction of the County that the proposed system will perform in a completely acceptable manner. The proposer may be required to demonstrate that the system meets the technical specifications set forth in this RFP. The demonstration shall satisfy the County and the County shall be the sole judge of this performance. In the event the County judges that the demonstration performance is unsatisfactory, the County may reject the proposal. If required by the County the proposer shall be prepared to demonstrate the basic system performance within fifteen (15) working days after the request for a demonstration. The demonstration time and place shall be a mutual consent of the proposer and the County.
- B. In the event that the County contracts for the system without prior demonstration and relying solely upon the information provided with the proposal and the system does not meet the specifications, the system may be rejected, and the contractor shall be liable for any and all reprocurment costs.

## **1.10 Anticipated Selection Process:**

All proposals that meet the requirements established in this RFP will be reviewed by Lake County staff to determine which proposer(s) best meets or exceeds the criteria of the "Scope of Service".

Lake County reserves the right to negotiate any and all elements of any proposal received.

**1.11 Proposer's Representative:**

- A. If you intend to respond to this RFP, identify a liaison person that the County can send any communications regarding this RFP. Please promptly provide the name, mailing address, telephone number, fax number and e-mail address to the individual listed above.
- B. You shall designate within your proposal package an individual acceptable to the County to act as the liaison between you and the County's designated representative(s) regarding the delivery of product(s) or performance of service(s) under the terms of the proposed contract.

**1.12 Key Contractor Personnel**

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

**1.13 Source Code**

At such time as Vendor has received payment in full of all amounts provided for in an agreed and signed Contract, Vendor shall place in escrow with the BCC a copy of the source code of the Automated Software, which shall include to the extent it exists, a listing thereof and all relevant commentary, including explanation, flow charts, algorithms and subroutine descriptions, memory and overlay maps, instructions to compile the source code, all revisions to and enhancements, if any, made by Vendor to the Automated Software (collectively the "Source Code Material"), pursuant to the terms set forth herein. The County, as escrow agent, will establish a receptacle, under the control of the BCC, in its official capacity, in which the Source Code Materials will be placed and sealed. Within thirty (30) calendar days of receipt of the Source Code Materials, the County may conduct tests of the Source Code Materials, under Vendor's supervision, to confirm the condition of same and that such materials are accurate, complete and sufficient, after which the Source Code Materials will be placed in a container and sealed and deposited with the BCC in its official capacity. Vendor shall have the right to inspect the container at any time to ensure that it remains sealed. Any direct cost associated with the testing of the Source Code Materials shall be borne by the County. In the event of an Escrow Default, as hereinafter defined, Vendor agrees that the County is authorized to access and use, as the County deems necessary, the Source Code Materials solely to support the Automated Software. Shall the

County utilize resources other than Vendor to modify the Source Code Materials, except as otherwise provided herein, Vendor may elect to discontinue all warranties and maintenance obligations pertaining thereto. For purposes of this Section, an "Escrow Default" shall mean the occurrence of any of the following:

- (i) Vendor has availed itself of, or been subjected to by any third party, a proceeding in bankruptcy in which Vendor is the named debtor, an assignment by Vendor of all of its assets for the benefit of its creditors; the appointment of a receiver in bankruptcy for Vendor, or any other proceeding involving insolvency of Vendor or the protection of Vendor from creditors, and the same has not been discharged or terminated without any prejudice to the County's rights under this Contract within sixty (60)calendar days; or
- (ii) Vendor has ceased its ongoing business operations.
- (iii) Vendor has notified the County in writing that it has ceased its support of the Automated Software for reasons other than breach of the Software Maintenance Agreement by the County.

Upon the occurrence of any Escrow Default, the County shall be deemed to have a perpetual license to use, maintain and update the Source Code Materials as required in order to utilize the Automated Software under the terms specified in this Contract. The County shall immediately notify Vendor in writing in the event that it uses the Source Code Materials as permitted under this Article.

If Vendor corrects or receives any corrections for defects in, or provides or obtains any revision to, the Automated Software, Vendor shall simultaneously furnish the BCC, in its official capacity, and as escrow agent hereunder, with a corrected or revised copy of the Source Code Materials to be held in escrow pursuant to the terms of this Section.

In the event the County terminates the Contract or the Software Maintenance Agreement between the County and Vendor for reasons other than a breach by Vendor, the escrow provided for herein shall terminate and the County shall immediately return the Source Code Materials to Vendor, in the sealed container.

#### **1.14 Training and Implementation**

The contractor shall design and implement a training program that will teach the skills and knowledge necessary to effectively use this technology. The contractor will also be expected to provide ongoing support, to implement system updates as they become available, and to assist in the processes of technological migration and organizational change involved in moving to a distributed computing environment in which end users will have direct access to and control of those portions of the County's information necessary for the performance of their jobs. **The contractor shall provide a detailed plan, including time-frame, for implementing the proposed system and for providing training and ongoing support, including costs.**





## SECTION 2.0 - ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

### **2.1. Request For Proposal Closing Date:**

The original proposal and *three (3)* complete copies of the proposal shall be sealed and delivered to the Office of Procurement Services no later than date and time listed below. Any proposal received after this time will not be considered and will be returned unopened to the submitter.

### **2.2. Proposed Schedule:**

- A. RFP release date – *January 20, 2005*
- B. Pre-proposal conference – *Thursday, February 10, 2005 at 1:30pm local time.*
- C. RFP closing date – *Wednesday, February 23, 2005 at 3:00pm local time.*
- D. Proposer presentations, if required – *(to be determined) local time.*
- E. Negotiations, if required – *(to be determined) local time.*
- F. Award of Contract – *(to be determined).*

### **2.3. Delivery of Proposals:**

- A. **ALL** incoming mail and packages will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility **PRIOR** to delivery to any Lake County Government facility, which includes the Lake County Procurement Services Office.
- B. To be considered for award, your proposal must be **received and accepted** in the Procurement Services Office prior to the official closing date and time. Allow sufficient time for transportation and inspection.
- C. Each package shall be clearly marked: *RFP 05-060, Public Safety Automated Staffing Software*. Ensure that your proposal is securely sealed in an opaque envelope / package to provide confidentiality of the information prior to the public opening.
- D. If you plan on submitting your proposal package **IN PERSON**, please bring it to:  
LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 416  
TAVARES, FLORIDA
- E. If you submit your proposal package by the **UNITED STATES POSTAL SERVICE**, please send it to:  
LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800
- F. If you submit your proposal package by a **THIRD PARTY CARRIER** such as Fed-X,

UPS, or a private courier, please send it to:  
LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
416 W. MAIN STREET  
TAVARES, FL 32778

G. A proposal will not be considered for award if received in the Procurement Services Office after the official closing date and time regardless of when or how it was received by the Lake County Clerk of the Circuit Court Mail Receiving Center.

H. Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

**2.4. Pre-Proposal Conference:**

A non-mandatory pre-proposal conference will be held in the Procurement Services Conference Room, located at 315 W. Main Street, 4th Floor, Room 416, Tavares, FL, 32778, at 1:30pm local time, *Thursday, February 10, 2005*. **While this pre-proposal conference is not mandatory, all interested parties are encouraged to attend and participate.** Any questions regarding this RFP may be addressed in person then. Participation of qualified proposers is highly valued by the County and at this time you shall have an opportunity to offer your ideas. Appropriate suggestions shall be given positive scrutiny and acted upon. However, the ultimate decision to amend this RFP shall be in the sole discretion of the County.

**2.5. Public Opening:**

A. At the date and time specified, all proposals that have been timely accepted by the County will be formally opened and accepted for consideration. The names of the firms submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Procurement Services Office within ten (10) days after the official proposal closing date.

B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public proposal openings or meetings should contact Procurement Services 352.343.9839 at least five (5) days prior to the date.

**2.6. Questions Concerning RFP:**

A. Questions concerning any portion of this RFP shall be directed in writing [fax and e-mail accepted] to the below name individual who shall be the official point of contact for this RFP. Questions should be submitted before the pre-proposal meeting and at least seven (7) days before the closing date.

B. Mark subject line or cover page or envelope "**Questions on RFP 05-060, Public Safety Automated Staffing Software**"

C. Submit questions to:

*John Wight* Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 416  
PO BOX 7800  
Tavares, FL 32778-7800  
Phone: 352.343.9839, Fax: 352.343.9473,  
E-mail: [jwight@co.lake.fl.us](mailto:jwight@co.lake.fl.us)

- D. Failure by a Proposer to ask questions or request changes by the dates indicated above shall constitute the Proposer's acceptance of the requirements set forth in this RFP.
- E. No answers given in response to questions submitted shall be binding upon this RFP unless released in writing as an addendum to the RFP by the Lake County Office of Procurement Services.

**2.7 Proposers Responsibility / Clarification and Addenda:**

- A. While the County has used considerable efforts to ensure an accurate representation of information in this RFP, each prospective Proposer is urged to conduct its own investigations into the material facts and the Lake County Board of County Commissioners shall not be held liable or accountable for any error or omission in any part of this RFP. Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the Proposer will rely. If the Proposer receives an award because of its proposal, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Proposer for additional compensation or relief.
- B. It is incumbent upon each Proposer to carefully examine these specifications, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing [fax 352.343.9473 or e-mail: [jwight@co.lake.fl.us](mailto:jwight@co.lake.fl.us) are acceptable] in accordance with procedures set forth in Section 2.7. The County will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.
- C. If the County revises (amends) this RFP, the Lake County Office of Procurement Services notice will be posted on the Lake County Internet site: [http://www.lakegovernment.com/departments/procurement\\_services/open\\_bids.aspx](http://www.lakegovernment.com/departments/procurement_services/open_bids.aspx)

- D. You must acknowledge each amendment in your proposal. Failure to acknowledge each addendum may prevent your proposal from being considered for award. **It is solely your responsibility to ensure that you have received all addendums to this RFP before submitting your proposal.**
- E. A Proposer, by submitting a proposal represents that the Proposer has read and understands the Request for Proposal material and the proposal is made in accordance therewith and that the Proposer is familiar with the local conditions under which the awarded Proposer and proposed products must perform.

**2.8 Restricted Discussions:**

- A. From the date of issuance of the RFP until final County action, the Proposer shall not discuss the RFP or any part thereof with any employee, agent, or representative of the County except as expressly authorized by the County representative identified in Section 2.6 above for this proposal. Violation of this restriction will result in REJECTION of the Proposer's proposal.
- B. No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any County employee. Only those communications that are in writing from the authorized County representative identified in Section 2.6 above shall be considered pertinent to this RFP. Only communications from the Proposer that are signed and in writing will be recognized by the County as duly authorized expressions on behalf of the Proposer.

**2.9 Conflict of Interest Disclosure:**

Each Proposer shall complete and have notarized the attached disclosure form (Tab 1 G) of any potential conflict of interest that the Proposer may have due to ownership, other clients, contracts, or interest associated with this project.

**2.10 Public Entity Crimes:**

- A. Pursuant to Section 287.132 and 287.133 Florida Statutes, the Lake County Board of County Commissioners, as a public entity, may not accept any proposal from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law.
- B. **By submitting a proposal in response to this RFP, you are certifying that Sections 287.132 and 287.133, Florida Statutes do not restrict your rights to submit a proposal to the Lake County.**

**2.11 Proposal Package:**

- A. See **Section 3.0: Submittal Requirements** for additional requirements.
- B. The proposal forms shall be signed by an official authorized to legally bind the Proposer to its provisions.
- C. The proposal shall contain a statement that the proposal shall remain valid for at least ninety (90) calendar days from the proposal closing date.
- D. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.
- E. If you elect to submit more than one proposal, then each proposal shall be submitted as set forth in **Section 4.0, Submittal Requirements**.

**2.12 Withdrawal of Proposal:**

You may withdraw your proposal or modify it at any time prior to the official closing date and time. You shall be required to produce photo identification that satisfies the County prior to withdrawal or modification of your proposal. Negligence upon your part in preparing your proposal confers no right of withdrawal after the date and time fixed for the receipt of proposals.

**2.13 Proposal / Offer Validity Period:**

All proposals / offers shall be valid for not less than ninety (90) calendar days after the proposal closing date. Proposals with terms less than this may be rejected without consideration.

**2.14 Presentations / Post-closing Discussions:**

- A. The County, at its sole discretion, may ask any Proposer to make an oral presentation and/or product demonstration without charge to the County. The County reserves the right to require any Proposer to demonstrate to the satisfaction of the County that the Proposer has the fiscal and technical ability to furnish the or product(s) as proposed. The demonstration must satisfy the County, and the County shall be the sole judge of compliance.
- B. It is the County intent to commence final contract negotiations with the Proposer deemed most advantageous to the County in accordance with the evaluation criteria specified elsewhere within this RFP. The County reserves the right, however, to conduct post-closing discussions with any Proposer(s) who have a realistic possibility of contract award including request for additional information, and request for "best and final" offers.
- C. Proposers are cautioned not to assume that they will be asked to make a presentation or asked for a "best and final" offer and should include all pertinent and required information in their original proposal package.

**2.15 Minor Irregularities:**

The County reserves the right to waive minor irregularities in submitted proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have not adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Proposer an advantage or benefit not enjoyed by other Proposers.

**2.16 Proposal Acceptance / Rejection:**

- A. The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing proposers. The County reserves the right to waive any and all informalities, defects, and/or irregularities in any proposal, or to accept that proposal, which in the judgment of the proper officials, is in the best interest of the County and the citizens of Lake County.
- B. The County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, and to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so.

**2.17 Award:**

- A. It is understood that the Lake County Board of County Commissioners is not obligated to make an award under or as a result of this RFP or to award such contract, if any, on the basis of lowest cost or one factor alone. The County reserves the right to award a contract, if any, to the Proposer(s) submitting the best proposal(s) based upon the evaluation criteria specified elsewhere in this RFP
- B. Any proposal that is contingent upon an award or a contract for any additional service shall be rejected and not considered for an award.
- C. In the event of default by the awarded Proposer, the Lake County Board of County Commissioners reserves the right to negotiate and award the contract to the next best Proposer without any further competition.

**2.18 Incurred Expenses:**

This RFP does not commit the Lake County Board of County Commissioners to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Proposer in preparing and submitting a proposal or offer, or any cost or expense incurred by any Proposer prior to the execution of a contract agreement. By submitting a proposal, you, the Proposer, agree that all costs associated with the preparation of your proposal will be solely your responsibility. You also agree that the County bears no responsibility for any costs associated with the preparation of the proposal, preparing and delivering presentations, and/or any administrative or judicial proceedings resulting from this solicitation process.

**2.19 Disputes/Exceptions:**

- A. Any prospective Proposer who disputes the reasonableness or appropriateness of any item within this RFP document, any addendum to this RFP document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification. The written dispute shall be sent via certified mail or delivered in person to the point of contact set forth in Section 2.6 and shall be addressed to the Procurement Services Director, who shall review the written dispute and render a decision which shall be considered final.
- B. Any prospective Proposer who may have any exceptions to any requirements set forth in this RFP or the scope of work may identify the item(s) that exception is taken to, including the reason and include these item(s) in a separately marked section of their submitted proposal. All such exceptions shall be evaluated by the County.

**2.20 Minimum Performance Requirements:**

- A. The requirements set forth as the Scope of Work (Section 1) are the minimum performance requirements for this RFP. They are not intended to limit competition nor specify any particular Proposer. All proposals shall be considered which meet or exceed each item listed in the scope of work. Any exceptions or alternates must be clearly identified and explained in writing and included in the proposal.
- B. The apparent silence of the specifications or any supplemental specifications as to details or the omission from the same of any detailed description concerning any point shall be regarded as meaning only the best commercial practices shall prevail and that only materials of first quality and correct type, size, and design shall be used. All interpretations of specifications shall be made upon the basis of this clause.

**2.21 Performance Investigations:**

As part of its evaluation process, the County may make investigations to determine your abilities to perform under this RFP. The County reserves the right to REJECT your proposal if you fail to satisfy the County that you are properly qualified to carry out the obligations under this RFP.

**2.22 Licenses/Certificates:**

- A. The County reserves the right to require documentation that each Proposer is an established business and is abiding by the Ordinances, Regulation, and Laws of their community and the State of Florida.
- B. If you are required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this RFP, the County reserves the right to require you to provide documentation of your current

license and/or certification before considering your proposal and/or before awarding a contract.

- C. If you fail to keep your required license and/or certification current and in force for the term of the contract and any extension, the County will deem you to be in breach of contract and will take all appropriate actions.

**2.23 State Registration Requirements:**

- A. Any corporation submitting a proposal in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.
- B. Any partnership submitting a proposal in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes.
- C. For additional information, contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>)

**2.24 Warranty:**

The Proposer agrees that, unless expressly stated otherwise in the proposal, the product furnished as a result of an award from this RFP shall be covered by the most favorable commercial warranty the Proposer gives to any customer for comparable quantities of products and the right and remedies provide herein are in addition to and do not limit any right afforded to the Lake County Board of County Commissioners by any other provision of the RFP or proposal.

**2.25 Time Limit To Submit Required Deliverables:**

Within ten (10) calendar days after County notification to enter into contract, any awarded proposer must furnish all proposal deliverables required after award but prior to the performance of the contract by the awarded proposer. If an awarded proposer fails to furnish the required deliverables within the required time frame, award to that proposer may be withdrawn and award made to the next best proposer.

**2.26 No Confidentiality Of Information:**

- A. When a decision for award is made or ten (10) calendar days after the proposal package is opened, whichever is earlier, the proposal package becomes a public record, except as listed below. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to



use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

- B. The Lake County Board of County Commissioners is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081, F.S., will be exempt from disclosure. If a Proposer submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled “**trade secret.**” The County will maintain the confidentiality of such trade secrets to the extent provided by law. If a Proposer labels all or most pages “trade secret”, the proposal may not be considered for award.
- C. Also pursuant to Section 119.07 (3) (a), F.S., financial statements will be exempt from examination by anyone other than legally authorized Lake County Board of County Commissioners employees or agents. The County will maintain the confidentiality of such financial data to the extent provided by law.
- D. Fees for copies of documents, records, materials, and/or reproductions will be charged in accordance with the County’s prevailing fee schedules. Copyrighted material may be inspected.
- E. Each Proposer shall complete the attached Tab 1 G and submit it with the proposal package.

**2.27 Prime Contractor:**

- A. If the proposal includes product, equipment, services, software or supplies marketed by other suppliers, the awarded proposer shall act as the prime contractor for all such items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The awarded proposer shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this RFP.
- B. Each proposer shall include the full name, address, and telephone number of every company bearing an interest in the proposed equipment or services. All subcontractors will be subject to review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the prior written consent of the County’s Project Manager or Procurement Services Director or designee.
- C. The awarded proposer shall be responsible to ensure that any and all sub-contractors have the required insurances, permits, licenses, etc. Even if the subcontractor is self-insured, the County may require the awarded proposer to provide the appropriate insurance certificates.

**2.28 Acceptance of Product:**

- A. The product delivered as a result of an award from this RFP shall remain the property of the Proposer until a physical inspection and actual usage of the product is accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.
- B. Any product procured as a result of this RFP may be tested for compliance with specifications. In the event that the product is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract and return product to the seller at the seller's expense. The County will not be responsible to pay for any product that does not conform to the contract specifications. The seller shall be responsible for all testing costs if the product is found to be defective or does not conform to the specifications.
- C. Any defective product or any product not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the Lake County Board of County Commissioners for any contract or financial obligation.

**2.29 Codes and Regulations:**

Each product provided within the scope of this RFP shall comply with all applicable prevailing codes and regulations.

**2.30 Other Agencies:**

If you are awarded a contract from this RFP, and with your consent, other agencies within the State of Florida may make purchases in accordance with your awarded proposal. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

## SECTION 3.0 – SUBMITTAL REQUIREMENTS

### 3.1 Submittal Requirements

Firms, organizations, joint ventures, or individuals (hereafter “proposer”) interested in submitting a proposal (offer) in response to this RFP shall submit one (1) original, marked "ORIGINAL," and *three (3)* copies, each marked "COPY," *three +1 (4) complete proposal packages* of their proposal for review and evaluation by the County. Failure to provide the required copies and information may result in the proposal not being considered.

### 3.2 Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the Proposer’s capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is **mandatory** that Proposer follow the format and instructions contained herein. The Lake County Board of County Commissioners is not liable or responsible for any costs incurred by any Proposer in responding to this RFP including, without limitation, costs for presentations and/or demonstrations if requested.

### 3.3 Proposal Guidelines

- A. To facilitate analysis of its proposal, the Proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the Proposer’s proposal deviates from these instructions, such proposal may, in the County’s sole discretion, be rejected.
- B. The County emphasizes that the Proposer concentrate on accuracy, completeness, and clarity of content
- C. Cross Referencing - To the greatest extent possible, each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the proposal. Information required for proposal evaluation, which is not found in its designated section, will be assumed to have been omitted from the proposal.
- D. Indexing - Each section shall contain a more detailed table of contents to delineate the subparagraphs within that section. Tab indexing shall be used to identify sections.
- E. Glossary of Abbreviations and Acronyms - Each section shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective sections. If no abbreviations

and/or acronyms are used, then a Glossary is not required.

- F. Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.
- G. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics; and not for pages of text.
- H. Binding and Labeling - All Sections of the proposal should be bound in a single three-ring loose leaf binder, with section tabs, which shall permit the proposal to lie flat when opened. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name. The same identifying information should be placed on the spine of each binder.
- I. Electronic submission of proposals is not permitted for this solicitation.

### **3.4 Proposal Sections:**

The Proposer shall organize its proposal into the following major sections.

#### **Tab 1 - Proposer Profile & Required Information**

- A. RFP Cover Sheet signed by authorized agent of the Proposer.
- B. Acknowledgement of Addenda (if any)
- C. Statement of Interest & Understanding of Project
- D. Firm Profile / Firm History
- E. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:
  - Years of experience within the area of specialty;
  - Length of and type of service with firm;
  - Education and formal training, including certifications.

- F. Signed and Notarized Conflict of Interest Form
- G. Compliance with Public Records Law Acknowledgement
- H. Licenses & Permits

**Tab 2 - References**

Provide at least three (3) recent references where the proposed product has been used within the past 3 years. Please use the form attached.

**Tab 3 - Subcontractors / Joint Ventures**

- A. Provide a list of any proposed sub-contractors that may be used on County projects. Provide the same information required in Tabs 1-5 above for each sub-contractor.
- B. If a joint venture is proposed, the same information required in Tabs 1-5 is required for each party.

**Tab 4 - Other Information**

Provide any information that will provide insight to the County about the qualifications, fitness and abilities of the proposer. This information should be succinct.

**Tab 5 - Training and Implementation Schedule**

**Tab 6 – Proposal Form**

**Tab 3 – References Form**

#1 Agency	<b>Seminole County Fire Department</b>
Address	150 Bush Boulevard
City,State,ZIP	Sanford, FL 32728-6179
Contact Person	Chief Robert Carter
Telephone	407-665-5176 RCarter@co.seminole.fl.us
Date(s) of Service	Purchased January 2001
Type of Service	TeleStaff Enterprise Customer
Comments:	
#2 Agency	<b>Palm Beach Gardens Fire Department</b>
Address	10500 N. Military Trail
City,State,ZIP	Palm Beach Gardens, FL 33410
Contact Person	Chief Evan Bestland
Telephone	561-799-4355 EBestland@pbgfl.com
Date(s) of Service	Purchased December 2003
Type of Service	TeleStaff Enterprise Customer
Comments:	
#3 Agency	<b>Tallahassee Fire Department</b>
Address	327 N. Adams
City,State,ZIP	Tallahassee, FL 32301
Contact Person	Fire Chief Tom Quillin
Telephone	850-891-6600
Date(s) of Service	Purchase June 2001
Type of	TeleStaff Enterprise Customer

Service	
Comments:	

**TAB 1 F - Conflict of Interest Disclosure Form**

I HEREBY CERTIFY that

2. I (*printed name*) Kathryn Prancevic am the (*title*) National Account Executive for Fire/EMS agencies and the duly authorized representative of the firm of (*Firm Name*) Principal Decisions Systems, International, Inc. whose address is 625 The City Drive, Suite 190, Orange, CA, 92868, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2004

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_, Type of Identification \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary)

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**



**Tab 1 G - Compliance with Public Records Law Form**

Upon award recommendation or ten (10) days after opening, submittals become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your credit data to the Lake County Board of County Commissioners

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your proposal package is (are) exempt from the Public Records Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify the Lake County, the Lake County Board of County Commissioners, and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name: \_\_\_\_\_

Authorized representative (printed): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_

Date: \_\_\_\_\_

Project Number: RFP – 05-060

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

**Tab - 6  
PROPOSAL FORM**

TO: Lake County Board of County Commissioners  
Office of Procurement Services  
Tavares, FL

The undersigned hereby declare that [firm name] Principal Decisions Systems International, Inc. have carefully examined the specifications to furnish:

***Public Safety Automated Staffing Software***

for which proposals were advertised to be received no later than 3:00 P.M., local time, **Wednesday, February 23, 2005**, and further makes this offer to furnish the following according to specifications.

Item	Quantity	Unit	Description	Unit Price	Extended Price
1	200	Ea	Public Safety Automated Staffing Software Licenses	X	29,600
2	2	Ea	License CD (if necessary)	N/A	N/A
3	NA	Ea	Cost of additional Licenses within ninety (90) days from award	100.00 Per staff member	XXXXXXXX
4	NA	Ea	Cost (if any) for upgrades	Included	XXXXXXXX
5	NA	Yr	One (1) year renewable seven (7) days per week twenty-four (24) hours per day telephone technical support	XXXXXXX	4,720
6	200	Ea	Training		12,000
7	NA	NA	Source Code	Included	XXXXXXXX
8	NA	NA	Can license be modified through mutual agreement	Yes	X No
9	NA	NA	<b>OPTION 1:</b> On-site System Maintenance during Normal Business Hours (8:00am – 5:00pm Monday through Friday)(Per Visit)	N/A	XXXXXXXX
10	NA	NA	<b>OPTION 2:</b> On-site System Maintenance after Hours (Off-hour weeknights, weekends, holidays)(Per visit)	N/A	XXXXXXXX

Acknowledgement of Addendum # 1 [initial & date] \_\_\_\_\_

Addendum # 2 \_\_\_\_\_ Addendum # 3 \_\_\_\_\_ Addendum # 4 \_\_\_\_\_

**EXCEPTIONS TO SPECIFICATIONS :** All items offered must be in compliance with the specifications herein. If you are taking exception, indicate those exceptions on your company letterhead and attach to this Invitation to Bid.

F.O.B.: DESTINATION – INSIDE Delivery Lake County Location(S) As Required

Delivery After Receipt of Order: 30 Days

Prompt Payment Discount: \_\_\_\_\_ % \_\_\_\_\_ days: Net 30 Days

Firm Fixed Price valid for \_\_\_\_\_ Until June 30, 2005 \_\_\_\_\_ days [minimum 90 days]

Have you supplied the required Technical Information?  YES  NO

Have you completed, signed and had notarized the CONFLICT OF INTEREST Form?  
 YES  NO

Have you completed and signed the COMPLIANCE WITH THE PUBLIC RECORDS LAW FORM?  
 YES  NO

**PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

This section is optional and will not effect bid award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this bid shall be responsible for its own purchases and shall be liable only for materials ordered and received by it. (Check one) Yes  No

The County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

This bid proposal is a binding offer made by the below named to the County and shall remain valid for not less than ninety (90) calendar days from the bid proposal closing date.

I hereby certify that I have read and understand the requirements of this Request for Proposal No. *05-060* and, that I as the bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this Request for Proposal.

Company \_\_\_\_\_

Per \_\_\_\_\_ (print name)

Signature N \_\_\_\_\_

ATTACHMENT

Public Safety Automated Staffing Software

05-060

Tallysheet

Item	Quantity	Unit	Description	PDSI		HATRAK		ORTEC	
1	200	Ea	Public Safety Automated Staffing Software Licenses	148/ea	29,600	175/ea	35,000	250/ea	50,000
2	2	Ea	License CD (if necessary)	0	0	0	0	0	0
3	NA	Ea	Cost of additional Licenses within ninety (90) days from award	100/ea	XXXX	0	XXXX	5,000/ea	XXXX
4	NA	Ea	Cost (if any) for upgrades	0	XXXX	0	XXXX	0	XXXX
5	NA	Yr	One (1) year renewable seven (7) days per week twenty-four (24) hours per day telephone technical support	XXXX	4720.00	XXXX	20% Of Total License 7,000	XXXX	30% Of Total License (15,000)
6	200	Ea	Training, Research & Analysis, Software Config, IVR Interface, Training	0	12,000	0	49,500	0	59,000
7	NA	NA	Source Code	0	XXXX	0	XXXX	0	XXXX
8	NA	NA	Can license be modified through mutual agreement	N		Y		Y	
9	NA	NA	OPTION 1: On-site System Maintenance during Normal Business Hours (8:00am - 5:00pm Monday through Friday)(Per Visit)	NA	XXXX	175/hr +	XXXX	NA	XXXX
10	NA	NA	OPTION 2: On-site System Maintenance after Hours (Off-hour weeknights, weekends, holidays)(Per visit)	NA	XXXX	175.hr +	XXXX	NA	XXXX
11	NA	NA	Interface with Subcontractor	0	0	0	0	0	38,028
					46,320		91,500		162,028

Jun 23 '06 9:18 P.02  
 Fax: 352-343-9473  
 LAKE COUNTY BCC



**C. Employee Services**

Tab 5 Approval of an offer to settle Diane Palozzolo's claim for property damage in the amount of \$79.90, subject to the County Attorney's review and approval.

RECOMMENDATION: Approval

**D. Growth Management**

Tab 6 Approval to purchase wireless field inspection solution (Mobile Hwy) as an add-on to the CDPLUS (Perconti) system; and approval of transfer of funds from Building Services reserve account and associated budget transfer request in the amount of \$102,250.00.

RECOMMENDATION: Approval

**E. Procurement Services**

Tab 7 Approval to award the contract for On Call Electrical and Mechanical Engineering Services to Brian Cumming & Associates in accordance with RFQ Number 05-045 and 05-046.

RECOMMENDATION: Approval

Tab 8 Approval to award the contract for Public Safety Automated Staffing Software to Principal Decisions Systems International in accordance with RFP Number 05-060 in the amount of \$46,320.00.

RECOMMENDATION: Approval

**F. Public Safety**

Tab 9 Approval of Resolution to accept the National Incident Management System (NIMS).

RECOMMENDATION: Approval

Tab 10 Approval of the final Lake County Continuity of Operations Plan (COOP) by the Lake County Board of County Commissioners.

RECOMMENDATION: Approval

**BOARD OF COUNTY COMMISSIONERS  
LAKE COUNTY, FLORIDA**

**REGULAR MEETING**

**MAY 3, 2005**

---

**COUNTY COMMISSIONERS**

**Jennifer Hill, Chairman**

**Catherine C. Hanson, Vice Chairman**

**Robert A. Pool, District #2**

**Debbie Stivender, District #3**

**Welton G. Cadwell, District #5**

**Cindy Hall, Interim County Manager**

**Sanford A. Minkoff, County Attorney**

**James C. Watkins, Clerk to the Board**

---

**DISCLAIMER**

**This booklet has been prepared for the convenience of the Board of County Commissioners in discussing matters before them. Every effort has been made to include all items to be discussed at this Board of County Commissioners meeting, however, Commissioners may add items, which are not a part of this Agenda, or items may be removed from consideration. While it has been the goal to present error-free information, we do not represent that documentation is without errors or omissions.**

**As a part of any public and formal meeting, the Board of County Commissioners may, from time to time, schedule a workshop during which they will receive information from staff, have discussions with staff and among themselves, and then proceed to give staff direction on the subject matter being discussed unless otherwise shown on the Agenda item. These discussions and workshops do not take the place of the formal public hearing process during which all public comment and formal action is taken.**

**The Board and staff welcome written comments prior to workshops and other meetings. If you have comments or questions regarding the subject matter of any Board action or workshop, please deliver your written comments to appropriate County staff or mail to the Board of County Commissioners, Post Office Box 7800, Tavares, FL 32778.**

Response to Request for Proposal  
Public Safety Automated Staffing Software  
RFP #05-060



**Principal Decision Systems  
International**

February 2005


**ORIGINAL**

Prepared by:

Kathryn Prancevic  
National Account Executive Fire and EMS  
(800) 850-7374



**REQUEST FOR PROPOSAL (RFP)**

 <p align="center"><b>LAKE COUNTY, FLORIDA OFFICE OF PROCUREMENT SERVICES</b></p>	<p>RFP NO: 05-060                  ISSUE DATE: January 20, 2005                  CONTRACTING OFFICER: JOHN WIGHT                  PHONE NO: 352.343.9479                  FAX NO: 352.343.9473                  EMAIL: jwight@co.lake.fl.us</p>
--	---

<p><b>SUBMIT PROPOSAL / OFFER PRIOR TO:</b>  <b>PRE-PROPOSAL DATE: February 10, 2005</b>  <b>CLOSING DATE: February 23 2005</b>  <b>CLOSING TIME: 3:00 P.M. (local time)</b></p>	<p align="center"><b>SUBMIT TO:</b>  <b>SEE Section 2.3</b>                  FAX / E-Mail not accepted</p>
--	--

**DESCRIPTION: PUBLIC SAFETY AUTOMATED STAFFING SOFTWARE**

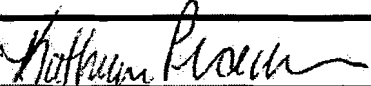
**NO RESPONSE REPLY**

If you do not want to respond to this RFP at this time, or, would like to be removed from Lake County's Bidders List, please mark the appropriate space, fill in the company name and address, and return this sheet only.

Not interested at this time; keep our firm on Lake County's Bidders List for future solicitations for this product / service

Please remove our firm from Lake County's Bidders List for this product / service.

The below named respondent makes the attached offer and hereby agrees to furnish the products and/ or services pursuant to all requirements, specifications, and scope of services contained in this solicitation document, and further agrees that the language of this document shall govern in the event of a conflict with his or her response. By my signature I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a response for the services, and is in all respects fair and without collusion or fraud.

<p>COMPANY NAME: Principal Decision Systems International, Inc.</p>	<p>DATE: 1/31/2005</p>	
<p>MAILING ADDRESS: 625 The City Drive, Suite 190</p>	<p>PHONE: 800-850-7374 FAX: 714-703-2795</p>	
<p>CITY: Orange</p>	<p>STATE: CA</p>	<p>ZIP: 92868</p>
<p>SSN OR FEDERAL TAX NO: 77-0258909</p>	<p>TITLE OF AUTHORIZED REPRESENTATIVE: National Account Executive Fire and EMS</p>	
<p>E-MAIL: KPrancevic@TeleStaff.com</p>	<p>WEB URL: www.TeleStaff.com</p>	
<p>AUTHORIZED SIGNATURE: </p>	<p>PRINTED NAME: Kathryn Prancevic</p>	



*Principal Decision Systems International*

January 31, 2005

Lake County, Florida  
Office of Procurement  
315 W. Main Street  
Tavares, FL 32778

Mr. Wight:

On behalf of Principal Decision Systems International (PDSI), I am pleased to submit this response to the Lake County's Request for Proposal #05-060 for public safety automated staffing software.

PDSI's TeleStaff scheduling system complies with all functional specifications for a fully automated 24/7 staff scheduling solution. As a current scheduling solution provider to over 300 municipalities and government agencies, we are excited to propose a complete and proven enterprise system designed to improve productivity, reduce the amount of personnel required to manage scheduling activities, and improve management's ability to report and make scheduling decisions.

Please be assured that this response receives PDSI's full support. If selected as the solution provider, PDSI will provide the required staff time and resources to ensure full and successful implementation of the TeleStaff system. PDSI's TeleStaff is the most advanced scheduling product available today for 24/7 and Public Safety operations due to its fully automated capabilities, including an inbound and outbound telephony component that is fully integrated within a rules based staff management and scheduling system.

Sincerely,

Kathryn Prancevic  
National Account Executive Fire and EMS  
KPrancevic@TeleStaff.com  
625 The City Drive South, Suite 190  
Orange, CA 92868

## **Company Profile**

PDSI was founded and incorporated in 1990 as Principal Decision Systems International, Inc. by Greg Ekstrom, Chris McCormack and John Moore. Until 1996, PDSI was a subsidiary of and 80% owned by TCO Holdings, Inc. (TCO), an insurance management firm with offices in Solvang, CA and Chicago, IL. In October 1996, PDSI's founding partners purchased TCO's interest and now control 100% of the company stock.

Prior to forming PDSI, the founding members were employed by Coopers and Lybrand (C&L) in its Advanced Technology Group, based in Los Angeles. At C&L, they managed and developed sophisticated information systems projects for clients in the Insurance and Financial Services industries. During their employment at C&L, they were responsible for the development and management of a large automated underwriting project for TCO.

In 1990, Mr. Ekstrom, Mr. McCormack and Mr. Moore left Coopers and Lybrand to form a business partnership to provide industry specific software products and consulting services to small and medium size firms using the latest development technologies and methodologies. TCO joined the partners as an investor and management partner to form Principal Decision Systems International, Inc.

Today, PDSI consists of two practices, Commercial Product Development and Consulting Services. The products the practice provides is a wide range of activity and staff scheduling products. PDSI's consulting services practice provides client-server, telephony and Internet/Internet solutions for companies in all industries.

Our large and growing customer base includes some of the largest municipalities, healthcare organizations and commercial entities in North America. Our workforce automation solutions automate daily processes enabling human resources to be more productive.

Our flagship product, TeleStaff was designed specifically to handle the complex, labor-intensive scheduling issues of organizations with complex rules governing staff scheduling, primarily Fire and EMS Departments. TeleStaff is a complete enterprise solution that incorporates a communications component to enable administrators and typical users to manage and control staffing activities via PC, web, telephone, cell phone, fax and/or e-mail. Backed by a proven implementation process, TeleStaff becomes the integral foundation of your daily staffing activities

WebStaff is an add-on product to TeleStaff that provides yet another means of communication. WebStaff enables TeleStaff users to access appropriate information and administrators to make certain staffing decisions from any internet-enabled web browser.

## **Commitment to Technology**

Since its inception to the market in 1996, TeleStaff has been continually enhanced to address the demands of our customers and the industries we support. Approximately every six months, TeleStaff is enhanced with new features derived from customer suggestions. Our proprietary and internally developed Help Desk management system tracks every customer inquiry from error reports to enhancement requests. Our development team continually monitors these logs and uses them to form the basis of the next product upgrade.

With an installed base of over 300 city and county municipalities, PDSI has both an obligation to support our customers and keep TeleStaff in sync with evolving technologies. Over the past two years, our development staff has progressively rewritten the product in order to take advantage of recent trends in multi-tier, COM+ development practices. As a result, the latest incarnation of TeleStaff is fully scalable, componentized, and designed for distributed and performance-focused processing. At the same time, we are committed to support our customers using older TeleStaff versions and have not established any end-of-support deadlines. We have also simplified product migration with automated upgrade tools.

Even with the latest release of TeleStaff, its development team is already planning future technology enhancements. Today, specific features of TeleStaff can be accessed via the internet and/or using IVR technology. Future migration to Microsoft's .NET technology will enable us to make even more of the core technology available via the internet as customers have requested.

In a nutshell, TeleStaff product development is governed by two primary factors; customer enhancement requests and advances in computing technology. The TeleStaff product development team is committed to producing products that use proven, but leading-edge technologies and that are enhanced with functionality demanded by our significant customer base.

## **Performance Capabilities**

### **Application Development Experience**

TeleStaff, the product PDSI is proposing to solve the County's Automated Staffing Software Project, has been on the market since January 1997 and is in use by 300 agencies in North America and most of those agencies are Fire and EMS Departments.

TeleStaff is a sophisticated and highly configurable software solution that was written for the complex needs of Fire and EMS Departments and as a result, is not typically customized. In the rare event of a client's special need, PDSI has been able to solve the need using either a script or by creating an enhancement within the product for the entire user base to take advantage of. In addition, TeleStaff has a gateway component that has been used to integrate with Firehouse RMS.

### **Experience Summary of PDSI Contacts**

All of the employees listed below work out of PDSI headquarters located at 625 The City Drive, Suite 190, Orange, CA 92868. The phone number is 800-850-7374 and the fax number is 714-703-2795.

Kathryn Prancevic is the national account executive for Fire and EMS. Kathryn has been with PDSI in her same role since January of 1999. She has sold TeleStaff to hundreds of Fire and EMS departments across the country and has extensive knowledge on the capabilities of the TeleStaff system. Kathryn's email is [KPrancevic@TeleStaff.com](mailto:KPrancevic@TeleStaff.com)

Donna Jones is one of the Implementation Managers for the TeleStaff Implementation Team. Donna has been an employee of Principal Decision Systems International since March of 1996. She has a broad range of experience including software sales, technical support, software training, and implementation. Donna's email is [DonnaJones@pdsi-software.com](mailto:DonnaJones@pdsi-software.com)

Heros Cetinelian is one of the Senior Product Specialists for the TeleStaff Implementation Team. Heros has been an employee of Principal Decision Systems International since November 1998, and has extensive technical experience working specifically with TeleStaff. His experience includes help desk support, providing training on all administrator and end-user features of TeleStaff, training customers on all aspects of system configuration, and providing on-site TeleStaff consulting. Heros's email is [HerosCetinelian@pdsi-software.com](mailto:HerosCetinelian@pdsi-software.com)

William Moore is a TeleStaff Configuration Analyst. William has been an employee of PDSI since June 1999 and has a great deal of experience in the configuration of TeleStaff for public safety agencies. His experience includes help desk support, providing training on all administrator and end-user features of TeleStaff, training customers on all aspects of system configuration, and providing on-site TeleStaff consulting. William's email is [WilliamMoore@pdsi-software.com](mailto:WilliamMoore@pdsi-software.com)

# State of California



## SECRETARY OF STATE NAME CHANGE CERTIFICATE OF QUALIFICATION

C2058770

I, KEVIN SHELLEY, Secretary of State of the State of California, hereby certify that on the 1st day of September 2004, there was filed in this office an Amended Statement and Designation by Foreign Corporation whereby the corporate name of DSI TECHNOLOGY ESCROW SERVICES, INC., a corporation organized and existing under the laws of Delaware, was changed to IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.. This corporation complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California and as of said date has been and is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of September 9, 2004.



*Kevin Shelley*  
KEVIN SHELLEY  
Secretary of State



**SECRETARY OF STATE**

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of   1   page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

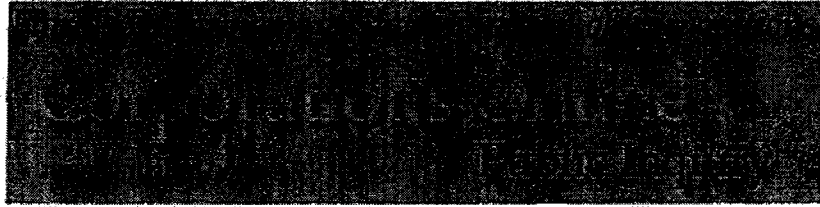
SEP 09 2004



*Kevin Shelley*  
Secretary of State







**Foreign Profit**

**PRINCIPAL DECISION SYSTEMS INTERNATIONAL, INCORPORATED**

**PRINCIPAL ADDRESS**

625 THE CITY DRIVE SOUTH, SUITE 190  
ORANGE CA 92868

**MAILING ADDRESS**

625 THE CITY DRIVE SOUTH, SUITE 190  
ORANGE CA 92868

**Document Number**  
F00000002412

**FEI Number**  
770258909

**Date Filed**  
05/02/2000

**State**  
CA

**Status**  
ACTIVE

**Effective Date**  
NONE

**Registered Agent**

Name & Address
CORPORATE ACCESS, INC. 236 EAST 6TH AVENUE TALLAHASSEE FL 32303

**Officer/Director Detail**

Name & Address	Title
EKSTROM, GREG 625 THE CITY DRIVE SOUTH, SUITE 190 ORANGE CA 92868	P
MOORE, JOHN 625 THE CITY DRIVE SOUTH, SUITE 190 ORANGE CA 92868	V
MCCORMACK, CHRIS 625 THE CITY DRIVE SOUTH, SUITE 190 ORANGE CA 92868	VS

### Annual Reports

Report Year	Filed Date
2003	07/07/2003
2004	07/06/2004
2005	01/28/2005

[Previous Filing](#)

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No Events  
No Name History Information

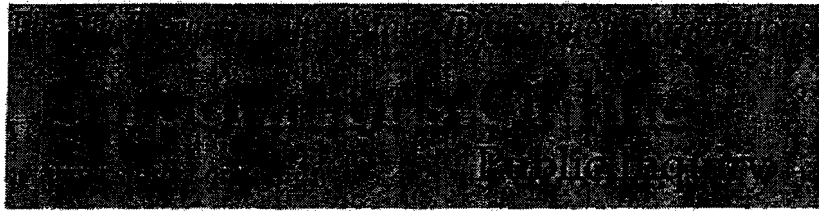
### Document Images

Listed below are the images available for this filing.

- [01/28/2005 -- ANNUAL REPORT](#)
- [07/06/2004 -- ANNUAL REPORT](#)
- [07/07/2003 -- ANN REP/UNIFORM BUS REP](#)
- [07/29/2002 -- COR - ANN REP/UNIFORM BUS REP](#)
- [05/22/2001 -- ANN REP/UNIFORM BUS REP](#)
- [05/02/2000 -- Foreign Profit](#)

**THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT**





Foreign Profit

PRINCIPAL DECISION SYSTEMS INTERNATIONAL, INCORPORATED

PRINCIPAL ADDRESS

625 THE CITY DRIVE SOUTH, SUITE 190  
ORANGE CA 92868

MAILING ADDRESS

625 THE CITY DRIVE SOUTH, SUITE 190  
ORANGE CA 92868

Document Number  
F00000002412

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05/02/2000

State  
CA

Status  
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Effective Date  
NONE

Registered Agent

Name & Address
CORPORATE ACCESS, INC. 236 EAST 6TH AVENUE TALLAHASSEE FL 32303

Officer/Director Detail

Name & Address	Title
EKSTROM, GREG 625 THE CITY DRIVE SOUTH, SUITE 190 ORANGE CA 92868	P
MOORE, JOHN 625 THE CITY DRIVE SOUTH, SUITE 190 ORANGE CA 92868	V
MCCORMACK, CHRIS 625 THE CITY DRIVE SOUTH, SUITE 190 ORANGE CA 92868	VS

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- [05/22/2001 -- ANN REP/UNIFORM BUS REP](#)
- [05/02/2000 -- Foreign Profit](#)

**THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT**



## **Section 1.0 Scope of Work**

### **1.3 Scope of Services.**

TeleStaff meets or exceeds the requirements stated in this scope of work.

- A. Flexibility of inputting codes such as vacations, sick leave, holidays, workmen's compensation, etc. for generating management reports for leave accruals and attendance records.

In the TeleStaff application you can have an unlimited number of working and non-working codes including vacations and sick leave. All of the codes are user defined and have rules built behind them. For example, if a staff member was going to call in sick the system could run your departments' union and human resource rules to make sure that the staff member was not breaking any rules. TeleStaff could then look to see if that staff member was calling in with enough time in advance, did that staff member have enough hours accrued to take that code, and did the code require approval. These codes are then placed on the roster next to the staff member's name. From these codes TeleStaff can generate payroll reports, cost reports, exceptions reports. Please see the attached reports.

- B. Produce accurate payroll reports that reflect the day's/shifts exact staffing

Yes, TeleStaff produces accurate payroll reports with the day's shift and staffing. TeleStaff is exceptions based scheduling, therefore, all the rosters are built with the departments shift pattern. It is very common for fire departments to have three shifts that run for 24 hours, usually called A, B, and C shift. TeleStaff has this built into the system so all that needs to be tracked is exceptions to their regular schedule. At the end of a day or shift the person with the correct staffing authority would verify the information is correct and then right click and "finalize" the roster. This locks down the records for the day with exceptions and regular duty. There is a sample payroll attached.

- C. Ability to accept and determine correct and fair staffing utilizing complex organizational or collective bargaining rules.

TeleStaff is a configurable off-the-shelf software that takes into account complex union and human resource rules. An example of this is, when there is a vacancy on the roster and the department falls below a minimum head count, TeleStaff can look for staff members that are qualified (rank or specialty/specialties), and available to work. Then TeleStaff can sort those staff members with four tie breakers that have about 200 choices in each tie breaker. A common tie breaker is to look for staff members with the least amount of overtime this year then break ties by who had the overtime the longest ago, and the break those ties by seniority. This is one example of how a fire department might fill a vacancy. TeleStaff can zero out hours at the beginning of the year. TeleStaff is configurable, so each agency is different and we work with the fire department to configure a system based on your rules.

- D. Maintain time scheduling operations to establish shift rotation configurations utilizing qualified shift fill logic.

TeleStaff can track any number of shifts and their patterns. On a daily roster TeleStaff can track head counts and minimum staffing levels if appropriate. When TeleStaff fills a position it is only looking for candidates who are qualified, certified, and available to work. TeleStaff can also track future assignments. Each position on the TeleStaff roster can have its own unique hiring strategy. For example, if a captain on Engine 1 is out TeleStaff can be configured to call only rank for rank captains to fill that position, but if a captain on engine 2 calls out sick you can have a lieutenant or engineer move up and act as a captain. They have the same rank, but each position can have its own hiring strategy. TeleStaff has position based filling strategies. TeleStaff can track 24/48 hour shifts or any shifts that repeat themselves and then look for candidates that are qualified, certified, and available for that position based on least amount of accumulated overtime hours for that year and then break ties by seniority.

- E. Provide telephone and personal computer (PC) access to employee's calendar and staffing options.

TeleStaff provides touchtone telephone capabilities. Staff members can call in and make an exception, find out when and where they are working, hear where they are on the overtime list, and even change their phone number if they were going out of town. These are all configurable options that your department can choose to allow staff members to hear them or not. There are many different security levels and when accessing TeleStaff it always requires your unique ID and password to determine your access. TeleStaff also is accessible via station computers that access the network. The same information you hear over a touchtone phone can be viewed at station computer. There is an optional add on component called WebStaff, where you can see this information over a secure https connection over the Internet. There are advanced features from the telephone, computer on the network or over the Internet including letting staffing officers hear or see which vacancies are available, approve requests and even have TeleStaff start making outbound phone calls to fill vacancies on the roster. I have attached the security diagram of the Internet portion for your review.

- F. Provide telephone/pager delivery/receipt of notifications of shift changes and accept work opportunities.

TeleStaff can call staff members via the outbound telephone module and it can call a home phone, cell phone, pager, alpha pager that is email compliant, or deliver a message to an email address. It will rotate between a primary and secondary telephone number if the staff member is off duty, and can call a station if they are on duty. It might be calling to notify them of their current work schedule, notify them they have been moved to another station, or for an opportunity for overtime. It can even deliver a message about an emergency recall or a meeting that the department is planning. TeleStaff has a built in report called the contact log that shows every single attempt that TeleStaff has made to reach someone and the outcome of each phone call. Contact log can be viewed in reports that are attached.

- G. Shall be an open architecture, client server application to be able to integrate and receive transfer of data from external systems, specifically from the County's "Firehouse Software"® system

TeleStaff is a client server application that can be accessed over station computers, inbound touch tone telephone or the Internet. We have a gateway built between TeleStaff and Firehouse software. When a change occurs on the roster we tell Firehouse who is actually working on that unit and Firehouse uses that information to update their journal.

- H. Shall provide reliable and proven security system.

TeleStaff has multiple levels of security within the system. Every time you log into the system no matter if it is over the telephone, a station computer or the Internet you must type in your ID and password and then based on those numbers, TeleStaff will let you know what you have access to. You may create as many authority levels as needed for allowing or denying access to specific TeleStaff windows or functions. I have included one of our training manuals in the original copy of the RFP, called the Configuration Manual. Section 2.1 discusses the login policy and authority settings.



I. Include seven (7) days per week twenty-four (24) hours per day telephone technical support

PDSI has 24 hour technical support 7 days a week for priority 1 help desk calls. PSDI has an 800 number support line and customers call that number and give a full description of the problem. Resolution responses will be based on the priority assigned by PDSI. Priorities are described as follows:

**Priority One**

Hours of Availability:	24 hours/day, 7 days/week
Description:	A critical software error that severely impacts the ability of CUSTOMER to perform ALL automated staffing functions (TeleStaff is down). This level of priority is only available to CUSTOMER's that are using TeleStaff in a production environment (LIVE accounts ONLY).
Initial Response:	During Normal Business Hours, immediate response if a Support Representative is available. Otherwise, PDSI will respond with a call back within one hour. Outside of Normal Business Hours (including holidays), PDSI will respond with a call back within two hours.
Resolution Response:	PDSI will work aggressively to provide CUSTOMER with a workaround solution or to completely resolve the problem.
Notification:	It is the responsibility of CUSTOMER to alert PDSI of a possible Priority-One issue. PDSI will update CUSTOMER of progress frequently during problem resolution and notify CUSTOMER once the workaround has been provided or the problem has been resolved.

**Priority Two**

Hours of Availability:	Monday through Friday, 6:30 AM to 6:00 PM, Pacific Standard Time.
Description:	A non-critical software error, which prevents the user from performing a data entry or system administration function. These do not include cosmetic, documentation, or reporting problems. These also do not include questions or inquiries regarding the operation of the software or its installation and training.
Initial Response:	During Normal Business Hours, PDSI will respond with a call back within three hours. Outside of Normal Business Hours (including holidays), PDSI will respond with a call back the next business day.
Resolution Response:	PDSI will provide a workaround for CUSTOMER when possible. PDSI will provide a problem resolution in the form of an Upgrade or modification to the Software in an upcoming Update.
Notification:	PDSI will notify CUSTOMER when a workaround has been provided or the problem has been resolved.

**Priority Three**

Hours of Availability:	Monday through Friday, 6:30 AM to 6:00 PM, Pacific Standard Time.
Description:	All other software or documentation errors not described above. These include but are not limited to: <ul style="list-style-type: none"> <li>• Reporting errors or calculation problems</li> <li>• Documentation inaccuracies</li> <li>• Cosmetic issues</li> <li>• Misspellings</li> <li>• Product Enhancement requests</li> <li>• Questions or inquiries relating to TeleStaff Software functionality, system administration or installation</li> </ul>
Initial Response:	PDSI will respond to these items if specifically requested to do so at the time of the request. If a reply is requested, PDSI will respond within an average of twenty-four (24) hours during Normal Business Hours.
Resolution Response:	PDSI will correct documentation errors in upcoming releases of the documentation.
Notification:	If requested, PDSI will notify the CUSTOMER when a workaround has been provided or the problem has been resolved.

## **1.6 Reports**

TeleStaff has 12 built in reports. We use Crystal reports allowing our customers to filter the reports by the criteria they are interested in tracking. The reports include an FLSA report, payroll report, accruals report, audit report, contract log report, costs report, exceptions report, expirations report, login report, payback report, personnel history report, and a summary report. I have included a copy of some of our reports. I have also included a training manual called TeleStaff administrator training module II, which addresses the reports in Appendix M. These manuals are in exhibit 2.

PDSI has reviewed and agreed to all the terms spelled out in RFP 05-060, however, we would like to discuss the source code. We currently have an escrow in place and are diligent on adding our new releases into that account. I can include Lake County to be a beneficiary at no additional charge. The advantage to PDSI is the ability to easily manage an escrow account versus have numerous municipalities manage their own.

### **1.13 Source Code**

PDSI has an escrow agreement in place with Iron Mountain Intellectual Property. They are a very large escrow company. We would strongly prefer to name Lake County as a beneficiary and pay the initial start up fees and yearly renewal fees for having them as a beneficiary. Our corporate account number is 1604002-00001. I have included our standard contract with Iron Mountain for your review. Please see the miscellaneous tab for more information. They recently changed their name, so I have included that information as well.



# DSI TECHNOLOGY ESCROW SERVICES®

An Iron Mountain Company

## FlexSAFE Agreement

FlexSAFE is an uncomplicated, two-party agreement between the depositor and DSI that requires no customer signature or approval. It was developed to meet the depositor's particular needs in an easy and cost-effective way. In addition, it meets the requirements of a beneficiary mainly concerned about a depositor's bankruptcy. With FlexSAFE, DSI notifies the beneficiary that an escrow account has been established and sends semi-annual status reports to all parties.

### Purpose

*DSI's FlexSAFE Agreement is generally used when:*

- Both parties agree that a basic level escrow protection is needed.
- The beneficiary does not want to sign the escrow agreement.
- The beneficiary is mainly concerned with bankruptcy as a condition to release deposit materials.
- The depositor wants to have control of the release of deposit materials.
- The escrow investment needs to be at a minimum.

### Features

*FlexSAFE customers benefit from these unique features:*

- Standard terms and conditions that require no negotiation.
- The beneficiary may file directly with DSI for a release under bankruptcy.
- DSI direct billing to beneficiary.
- Deposit inspection with signed receipt for the depositor.
- Audit trail of deposit created through inspection, date stamping of all deposit materials.
- Semiannual account histories listing all deposit activity sent to all parties.
- Cost-effective escrow protection.

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## FLEXSAFE ESCROW AGREEMENT

Account Number \_\_\_\_\_

This agreement ("Agreement") is effective \_\_\_\_\_, 20\_\_\_\_ between DSI Technology Escrow Services, Inc. ("DSI") and \_\_\_\_\_ ("Depositor"), who collectively may be referred to in this Agreement as the parties ("Parties") and who are more fully identified in Exhibit A.

A. Depositor and Depositor's client have entered or will enter into a license agreement, development agreement, and/or other agreement regarding certain proprietary technology of Depositor (referred to in this Agreement as "the License Agreement").

B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.

C. Depositor desires to establish an escrow with DSI to provide for the retention, administration and controlled access of the proprietary technology materials of Depositor.

D. The parties desire this Agreement to be supplementary to the License Agreement pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

### ARTICLE 1 -- DEPOSITS

1.1 Obligation to Make Deposit. Upon the signing of this Agreement by the parties, Depositor shall deliver to DSI the proprietary technology and other materials ("Deposit Materials") to be deposited under this Agreement.

1.2 Identification of Tangible Media. Prior to the delivery of the Deposit Materials to DSI, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Deposit Materials are written or stored. Additionally, Depositor shall complete Exhibit B to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity. Exhibit B shall be signed by Depositor and delivered to DSI with the Deposit Materials. Unless and until Depositor makes the initial deposit with DSI, DSI shall have no obligation with respect to this Agreement, except the obligation to notify Depositor regarding the status of the account as required in Section 3.2.

1.3 Acceptance of Deposit. When DSI receives the Deposit Materials, DSI will conduct a deposit inspection. At completion of the deposit inspection, if DSI determines that the labeling of the tangible media matches the item descriptions and quantity on Exhibit B, DSI will date and sign Exhibit B and mail a copy thereof to Depositor. If DSI determines that the labeling does not match the item descriptions or quantity on Exhibit B, DSI will (a) note the discrepancies in writing on Exhibit B; (b) date and sign Exhibit B with the exceptions noted; and (c) mail a copy of Exhibit B to Depositor. DSI's acceptance of the deposit occurs upon the signing of Exhibit B by DSI. Other than DSI's inspection of the Deposit Materials, DSI shall have no obligation to the accuracy, completeness, functionality, performance or non-performance of the Deposit Materials.

1.4 Depositor's Representations. Depositor represents as follows:

- a. Depositor lawfully possesses all of the Deposit Materials deposited with DSI;
- b. With respect to all of the Deposit Materials, Depositor has the right and authority to grant to DSI the rights as provided in this Agreement; and
- c. As of the effective date of this Agreement, the Deposit Materials are not the subject of a lien or encumbrances, however, any liens or encumbrances made after the execution of this Agreement will not prohibit, limit, or alter the rights and obligations of DSI under this Agreement.
- d. The Deposit Materials are readable and useable in their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited.

1.5 Deposit Updates. Updates to the Deposit Materials may be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and Depositor shall sign the new Exhibit B. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. The processing of all deposit updates shall be in accordance with Sections 1.2 through 1.4. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any updates.

1.6 Removal of Deposit Materials. The Deposit Materials may be removed and/or exchanged only on written instructions signed by Depositor or as otherwise provided in this Agreement.

## ARTICLE 2 -- FLEXSAFE ENROLLMENTS

2.1 FlexSAFE Enrollment(s). Depositor may enroll one or more beneficiaries ("FlexSAFE Beneficiary") under this Agreement. Depositor will execute and submit to DSI a FlexSAFE Beneficiary Enrollment document, referenced in this Agreement as Exhibit T, listing each beneficiary to be enrolled as a FlexSAFE Beneficiary under the Agreement. Upon DSI's receipt of Exhibit T and any additional Exhibit T thereto, DSI will issue an enrollment letter and a copy of this Agreement to the FlexSAFE Beneficiary.

## ARTICLE 3 -- CONFIDENTIALITY AND RECORD KEEPING

3.1 Confidentiality. DSI shall have the obligation to reasonably protect the confidentiality of the Deposit Materials. Except as provided in this Agreement, or any subsequent agreement between the Parties, DSI shall not disclose, transfer, make available, or use the Deposit Materials. DSI shall not disclose the terms of this Agreement to any third party. If DSI receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, DSI will immediately notify the parties to this Agreement unless prohibited by law. It shall be the responsibility of Depositor to challenge any such order; provided, however, that DSI does not waive its rights to present its position with respect to any such order. DSI will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 8.6 below.

3.2 Status Reports. DSI will issue to Depositor and FlexSAFE Beneficiary a report profiling the account history semi-annually. Depositor will notify DSI if the account history is not to be provided to FlexSAFE Beneficiary.

#### ARTICLE 4 -- RIGHT TO MAKE COPIES

4.1 Right to Make Copies. DSI shall have the right to make copies of the Deposit Materials as reasonably necessary to perform this Agreement. DSI shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Deposit Materials onto any copies made by DSI. With all Deposit Materials submitted to DSI, Depositor shall provide any and all instructions as may be necessary to duplicate the Deposit Materials including but not limited to the hardware and/or software needed. Any copying expenses incurred by DSI as a result of a request to copy will be borne by the party requesting the copies. Alternatively, DSI may notify Depositor requiring its reasonable cooperation in promptly copying the Deposit Materials in order for DSI to perform this Agreement.

#### ARTICLE 5 -- RELEASE OF DEPOSIT

5.1 Release of Deposit Upon Depositor's Instruction. Upon receipt by DSI of written instruction(s) directly from Depositor, Depositor's trustee in bankruptcy, or a court of competent jurisdiction, DSI will release a copy of the Deposit Materials to the FlexSAFE Beneficiary identified in the instruction(s). However, DSI is entitled to receive any fees due DSI before making the release. This Agreement will terminate upon the release of the Deposit Materials held by DSI.

5.2 Filing for Release of Deposit by FlexSAFE Beneficiary.

- a. Upon notice to DSI by FlexSAFE Beneficiary of the occurrence of a release condition as defined in Section 5.3, DSI shall provide Depositor with a copy of FlexSAFE Beneficiary's notice by commercial express mail. From the date DSI mails the notice requesting release of the Deposit Materials, Depositor shall have sixty (60) days to deliver to DSI contrary instructions ("Contrary Instructions").

Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Upon receipt of Contrary Instructions, DSI shall send a copy of the Contrary Instructions to FlexSAFE Beneficiary by commercial express mail. Additionally, DSI shall notify both Depositor and FlexSAFE Beneficiary that there is a dispute to be resolved pursuant to Section 8.4. Subject to Section 6.3, DSI will continue to store the Deposit Materials without release pending (a) joint instructions from Depositor and FlexSAFE Beneficiary; (b) dispute resolution pursuant to Section 8.4; or (c) order of a court.

- b. If no Contrary Instructions are given to DSI, Depositor agrees that DSI shall deliver a copy of the Deposit Materials to the FlexSAFE Beneficiary who provides DSI with all of the following:

1. Copy of the current License Agreement between Depositor and FlexSAFE Beneficiary;
2. Written demand that a copy of the Deposit Materials be released and delivered to FlexSAFE Beneficiary;
3. Written notice that the copy of the Deposit Materials being released to FlexSAFE Beneficiary only be used as permitted under the License Agreement;
4. Specific delivery instructions along with any fees due DSI; and
5. Written notice that the release of the copy of the Deposit Materials is pursuant to 11 United States Code Section 365(n) or other applicable federal or state bankruptcy, insolvency, reorganization or liquidation statute.

5.3 Release Conditions. As used in this Agreement, "Release Condition" shall mean the existence of any one or more of the following circumstances, uncorrected for more than thirty (30) days:

- a. Entry of an order for relief under Title 11 of the United States Code;
- b. The making by Depositor of a general assignment for the benefit of creditors;
- c. The appointment of a general receiver or trustee in bankruptcy of Depositor's business or property; or
- d. Action by Depositor under any state or federal insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

5.4 Right to Use Following Release. Unless otherwise provided in the License Agreement; upon release of the Deposit Materials in accordance with this Article 5, FlexSAFE Beneficiary shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to FlexSAFE Beneficiary by the License Agreement. FlexSAFE Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials.

## ARTICLE 6 -- TERM AND TERMINATION

6.1 Term of Agreement. The initial term of this Agreement is for a period of one (1) year. Thereafter, this Agreement shall automatically renew from year-to-year unless (a) Depositor instructs DSI in writing that the Agreement is terminated (b) DSI instructs Depositor and FlexSAFE Beneficiary in writing ninety (90) days after its renewal date, that the Agreement is terminated for nonpayment in accordance with Section 6.3; or (c) DSI reserves the right to terminate this Agreement, for any reason, other than nonpayment, by providing Depositor and FlexSAFE Beneficiary sixty (60) days written notice of its intent to terminate this Agreement. If the Deposit Materials are subject to another escrow agreement with DSI, DSI reserves the right, after the initial one year term, to adjust the anniversary date of the Agreement to match the then prevailing anniversary date of such other escrow arrangements.



6.2 Term of FlexSAFE Enrollment. Upon receipt by DSI of Depositor's executed Exhibit T, the FlexSAFE Beneficiary will be enrolled for an initial term of one year, unless this Agreement terminates earlier, causing the FlexSAFE Beneficiary enrollment to terminate. Subsequent enrollment terms may be adjusted to the anniversary date of this Agreement and shall automatically renew from year-to-year unless (a) Depositor instructs DSI in writing to terminate the FlexSAFE Beneficiary enrollment; (b) FlexSAFE Beneficiary instructs DSI in writing to terminate the FlexSAFE Beneficiary; or (c) the enrollment is terminated by DSI for nonpayment in accordance with Section 6.3.

6.3 Termination for Nonpayment. In the event of the nonpayment of fees owed to DSI, DSI shall provide written notice of delinquency to all parties to this Agreement. Unless Depositor has instructed DSI to terminate FlexSAFE Beneficiary pursuant to subsection 6.2(a), Depositor or FlexSAFE Beneficiary shall have the right to make the payment to DSI to cure the default. If the past due payment is not received in full by DSI within one (1) month of the date of such notice, then DSI shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to all parties. DSI shall have no obligation to take any action under this Agreement so long as any payment due to DSI remains unpaid.

6.4 Disposition of Deposit Materials Upon Termination. Subject to the foregoing termination provisions, and upon termination of this Agreement, DSI shall destroy, return, or otherwise deliver the Deposit Materials in accordance with Depositor's instructions. If there are no instructions, DSI may, at its sole discretion, destroy the Deposit Materials or return them to Depositor. DSI shall have no obligation to destroy or return the Deposit Materials if the Deposit Materials are subject to another escrow agreement with DSI or have been released to the FlexSAFE Beneficiary in accordance with Section 5.3.

6.5 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- a. Depositor's Representations (Section 1.4);
- b. The obligations of confidentiality with respect to the Deposit Materials;
- c. The obligation to pay DSI any fees and expenses due;
- d. The provisions of Article 8; and
- e. Any provisions in this Agreement which specifically state they survive the termination of this Agreement.

## ARTICLE 7 -- DSI'S FEES

7.1 Fee Schedule. DSI is entitled to be paid its standard fees and expenses applicable to the services provided. DSI shall notify the party responsible for payment of DSI's fees at least sixty (60) days prior to any increase in fees. For any service not listed on DSI's standard fee schedule, DSI will provide a quote prior to rendering the service, if requested.

7.2 Payment Terms. DSI shall not be required to perform any service, including release of any Deposit Materials under Article 5, unless the payment for such service and any outstanding balances owed to DSI are paid in full. Fees are due upon receipt of a signed contract or receipt of the Deposit Materials whichever is earliest. If invoiced fees are not paid, DSI may terminate this Agreement in accordance with Section 6.3.

## ARTICLE 8 -- LIABILITY AND DISPUTES

8.1 Right to Rely on Instructions. DSI may act in reliance upon any instruction, instrument, or signature reasonably believed by DSI to be genuine. DSI may assume that any employee of Depositor or FlexSAFE Beneficiary who gives any written notice, request, or instruction has the authority to do so. DSI will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. DSI shall not be responsible for failure to act as a result of causes beyond the reasonable control of DSI.

8.2 Indemnification. Depositor agrees to indemnify, defend and hold harmless DSI from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities ("Liabilities") incurred by DSI relating in any way to this escrow arrangement, except where it is adjudged that DSI acted with gross negligence or willful misconduct.

8.3 Limitation of Liability. In no event will DSI be liable for any incidental, indirect, special, exemplary, punitive or consequential damages, including, but not limited to, damages (including loss of data, revenue, and/or profits) costs or expenses (including legal fees and expenses), whether foreseeable or unforeseeable, that may arise out of or in connection with this Agreement; and in no event shall the collective liability of DSI exceed ten times the fees paid under this Agreement. The foregoing limitation of liability does not apply with respect to any acts of gross negligence, personal injury claims, property damage claims (excluding the Deposit), or intellectual property infringement ("Exclusions"). With the exception of the Exclusions, DSI shall in no event be liable for any incidental, punitive, special, indirect or consequential damages.

8.4 Dispute Resolution. Any dispute relating to or arising from this Agreement shall be submitted to, and settled by arbitration by a single arbitrator chosen by the San Diego Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall apply California law. Unless otherwise agreed by Depositor and FlexSAFE Beneficiary, arbitration will take place in San Diego, California, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address. If however, Depositor and/or FlexSAFE Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and DSI may submit the matter to any court of competent jurisdiction. Any costs of arbitration incurred by DSI, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and FlexSAFE Beneficiary.

8.5 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

8.6 Notice of Requested Order. If any party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct DSI to take, or refrain from taking any action, that party shall:

- a. Give DSI at least five (5) business days prior notice of the hearing;
- b. Include in any such order that, as a precondition to DSI's obligation, DSI be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order; and
- c. Ensure that DSI not be required to deliver the original (as opposed to a copy) of the Deposit Materials if DSI may need to retain the original in its possession to fulfill any of its other duties.

## ARTICLE 9 -- GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement, which includes Exhibits described herein, embodies the entire understanding between the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. DSI is not a party to the License Agreement between Depositor and FlexSAFE Beneficiary and has no knowledge of any of the terms or provisions of any such License Agreement. DSI's only obligations to Depositor or FlexSAFE Beneficiary are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by both parties hereto, except Exhibit A need not be signed by either party.

9.2 Notices. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified in Exhibit A and Exhibit T. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties. Any correctly addressed notice or last known address of the other parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services. Unless otherwise provided in this Agreement, all documents and communications may be delivered by First Class mail.

9.3 Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

9.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. However, DSI shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor unless DSI receives clear, authoritative and conclusive written evidence of the change of parties.

9.5 Waiver. Any term of this Agreement may be waived by the party entitled to the benefits thereof, provided that any such waiver must be in writing and signed by the party against whom the enforcement of the waiver is sought. No waiver of any condition, or breach of any provision of this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or breach. Delay or failure to exercise any right or remedy shall not be deemed the waiver of that right or remedy.

9.6 Regulations. Depositor is responsible for and warrants compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement.

9.7 Attorney's Fees. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks declaration of any rights or obligations under this Agreement (whether in contract, tort, or both) or seeks declaration of any rights or obligations under this Agreement, the prevailing party who has proven in court by court decree, judgment or arbitrator's decision that the other party has materially breached its representation and/or warranty under this Agreement shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce final judgement.

9.8 No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.

9.9 Authority to Sign. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement.

9.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

_____	DSI Technology Escrow Services, Inc.
Depositor	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**FLEXSAFE BENEFICIARY ENROLLMENT**

Account Number \_\_\_\_\_

Pursuant to the FlexSAFE Escrow Agreement ("Agreement"), Depositor hereby enrolls the following as a FlexSAFE Beneficiary:

Notices and communications to FlexSAFE Beneficiary should be addressed to:

Invoices to FlexSAFE Beneficiary should be addressed to:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

Designated Contact: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Contact: \_\_\_\_\_  
P.O.#, if required: \_\_\_\_\_

\_\_\_\_\_  
Depositor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### **1.14 Training and Implementation**

There are 9 days of training associated with the implementation of TeleStaff. I have attached an appendix of our TeleStaff agreement, which is an overview of the process and included a Microsoft Project Plan with an estimated start date of April 1<sup>st</sup>.

Our annual maintenance is broken into two sections. The first is TeleStaff service and support and that includes unlimited access to our help desk and upgrades as they become available. The cost for TeleStaff annual maintenance is \$4,720. The second is the optional component of WebStaff. There is a one time set up fee of \$2,500 and then a yearly service fee due year two (2) of \$4,080 is you choose this option.

## TeleStaff Implementation Services Partnership Agreement

For the fee specified in paragraph 5 of this AGREEMENT, PDSI will train CUSTOMER staffing administrators on the operation of TeleStaff and will train CUSTOMER on how to configure the TeleStaff system using CUSTOMER data. The following steps comprise the TeleStaff Implementation services:

- Hand-Off:** During this internal phase, the appropriate PDSI account representative transfers information on the CUSTOMER to the PDSI Implementation Manager (IM). The IM is a project manager who is responsible for coordinating all activities necessary to implement TeleStaff for the CUSTOMER. During this phase, PDSI will send the CUSTOMER an Implementation Welcome Packet containing an overview of the Implementation Process and information on how to prepare for TeleStaff.
- Kick-Off:** During the Kick-Off phase, the IM and CUSTOMER hold a conference call to review the Welcome Packet, to establish CUSTOMER contacts required by PDSI during the Implementation Process, and to set dates for training.
- Preparation:** During the Preparation phase, the IM and CUSTOMER will hold a conference call to review TeleStaff data fields, to instruct the CUSTOMER on how to use the data import tool, and to instruct the CUSTOMER on how to analyze and document their staffing rules. Also during this phase, PDSI provides the CUSTOMER with the necessary installation documentation and ships the TeleStaff hardware to the CUSTOMER.
- Training – Module I** PDSI will provide audio/visual presentations to review TeleStaff end user features. The presentations correspond with the Module I training manual. The project team must review presentations prior to the Module II training class. The audio/visual presentations can also be used as a resource when the CUSTOMER provides user training.
- Training – Module II** The Module II training class covers TeleStaff staffing features. This class is a pre-requisite for configuration training. The class is offered over the Internet or at PDSI's training facility in Orange, California.
- The CUSTOMER may select the option that best meets their needs.
- Option #1: If the CUSTOMER chooses to participate in the Module II training class via the internet, the CUSTOMER will need to set up a training room so that each person has their own computer with the TeleStaff training database loaded. This allows for effective hands on training. The duration of the class is 7 hours and will be covered in one session.
- Option #2: The Module II training class at PDSI is held each Friday. The CUSTOMER may elect to participate in the Module II training class the Friday prior to the 5-day configuration training class so that attendees only need to make 1 trip to PDSI. The class begins at 9am and ends by 5pm.
- Training - Configuration** The TeleStaff implementation includes 5 consecutive days of configuration training at PDSI's facility in Orange, California. The configuration training will be done on the CUSTOMER'S database. The 5 days of training at PDSI is limited to 2 staff members. PDSI recommends that CUSTOMERS send staffing and business rules experts to the training. The class begins each day at 9am and ends by 5pm.
- Training - Tuning** PDSI will provide a 2-day training class at the CUSTOMER'S site. The purpose of the class is to fine tune the configuration after the CUSTOMER has gone Live with TeleStaff. The CUSTOMER determines the agenda for this TeleStaff Tuning class.

For information on additional advanced training courses offered by PDSI, please contact your TeleStaff Implementation Manager or your Account Executive.

ID	Icon	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Aug 4, '02									
								T	F	S	S	M	T	W	T	F	
1		Send Welcome Packet	1 day	Mon 7/4/05	Mon 7/4/05												
2		Schedule Conference Calls	1 day	Tue 7/5/05	Tue 7/5/05	1											
3		Kick-Off Call	1 day	Mon 7/11/05	Mon 7/11/05	2											
4		Configuration Prep Call	1 day	Thu 7/14/05	Thu 7/14/05	2											
5		Build TeleStaff Database	25 days	Fri 7/15/05	Thu 8/18/05	4											
6		Create Hiring Diagrams	25 days	Fri 7/15/05	Thu 8/18/05	4											
7		Training on Staffing Features	1 day	Fri 8/26/05	Fri 8/26/05	4											
8		Configuration Training	5 days	Mon 8/29/05	Fri 9/2/05	7,8,5											
9		Complete Configuration	25 days	Mon 9/5/05	Fri 10/7/05	8											
10		User Training	25 days	Mon 10/10/05	Fri 11/11/05	9											
11		Parallel	4 days	Mon 11/14/05	Thu 11/17/05	10											
12		Live	1 day	Fri 11/18/05	Fri 11/18/05	11											

Project: newimplementation  
Date: Mon 1/31/05

Task



Milestone



External Tasks



Split



Summary



External Milestone



Progress



Project Summary



Deadline



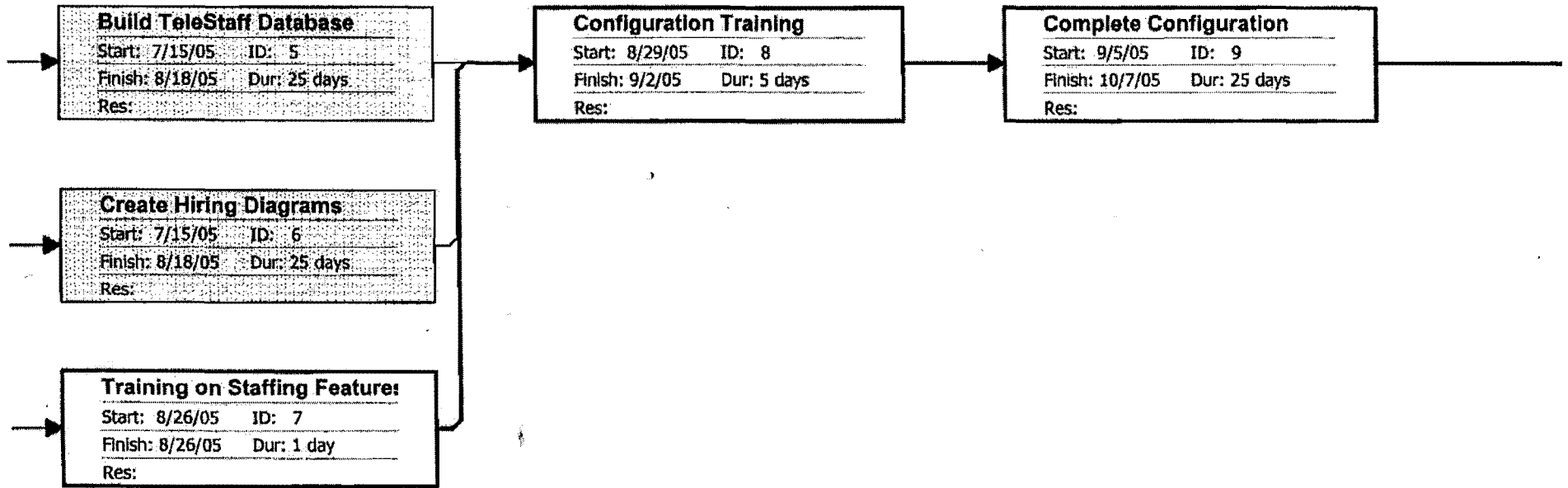


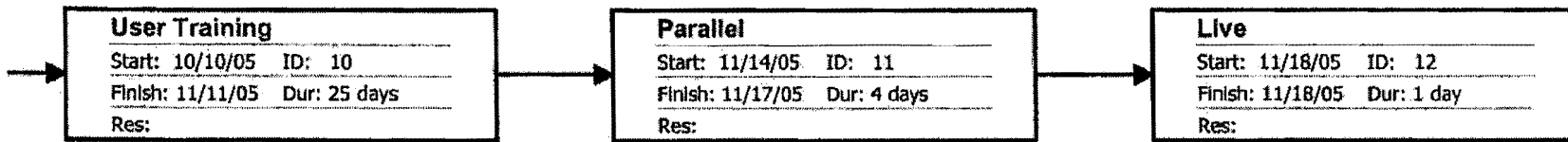
**Send Welcome Packet**  
Start: 7/4/05 ID: 1  
Finish: 7/4/05 Dur: 1 day  
Res:

**Schedule Conference Calls**  
Start: 7/5/05 ID: 2  
Finish: 7/5/05 Dur: 1 day  
Res:

**Kick-Off Call**  
Start: 7/11/05 ID: 3  
Finish: 7/11/05 Dur: 1 day  
Res:

**Configuration Prep Call**  
Start: 7/14/05 ID: 4  
Finish: 7/14/05 Dur: 1 day  
Res:





**TAB 1 F - Conflict of Interest Disclosure Form**

I HEREBY CERTIFY that

2. I (*printed name*) Kathryn Prancevic am the (*title*) National Account Executive for Fire/EMS agencies and the duly authorized representative of the firm of (*Firm Name*) Principal Decisions Systems, International, Inc. whose address is 625 The City Drive, Suite 190, Orange, CA, 92868, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: Kathryn Prancevic

Printed Name: KATHRYN PRANCEVIC

Firm Name: Principal Decision Systems International, Inc.

Date: 1/31/05

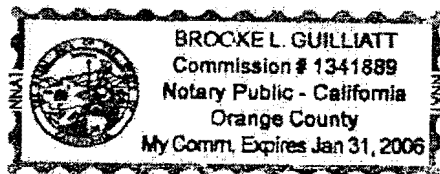
Sworn to and subscribed before me this 31<sup>st</sup> day of January 2004

Personally Known X  
OR Produced Identification \_\_\_\_\_, Type of Identification \_\_\_\_\_

My Commission Expires January 31, 2006

Brooke L. Guilliat  
(Printed, typed or stamped commissioned name of notary)

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**



**Tab 1 G - Compliance with Public Records Law Form**

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your credit data to the Lake County Board of County Commissioners

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your proposal package is (are) exempt from the Public Records Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify the Lake County, the Lake County Board of County Commissioners, and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name: Principle Decision Systems International, Inc.

Authorized representative (printed): KATHRYN Prancevic

Authorized representative (signature): Kathryn Prancevic

Date: January 31, 2005

Project Number: RFP - 05-060

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

PDSI does  
project or a  
that we dev

**Tab 3 – References Form**

#1 Agency	<b>Seminole County Fire Department</b>
Address	150 Bush Boulevard
City,State,ZIP	Sanford, FL 32728-6179
Contact Person	Chief Robert Carter
Telephone	407-665-5176 RCarter@co.seminole.fl.us
Date(s) of Service	Purchased January 2001
Type of Service	TeleStaff Enterprise Customer
Comments:	
#2 Agency	<b>Palm Beach Gardens Fire Department</b>
Address	10500 N. Military Trail
City,State,ZIP	Palm Beach Gardens, FL 33410
Contact Person	Chief Evan Bestland
Telephone	561-799-4355 EBestland@pbgfl.com
Date(s) of Service	Purchased December 2003
Type of Service	TeleStaff Enterprise Customer
Comments:	
#3 Agency	<b>Tallahassee Fire Department</b>
Address	327 N. Adams
City,State,ZIP	Tallahassee, FL 32301
Contact Person	Fire Chief Tom Quillin
Telephone	850-891-6600
Date(s) of Service	Purchase June 2001
Type of	TeleStaff Enterprise Customer

January 31, 2005

Tab - 6  
PROPOSAL FORM

TO: Lake County Board of County Commissioners  
Office of Procurement Services  
Tavares, FL

The undersigned hereby declare that [firm name] Principal Decisions Systems International, Inc. have carefully examined the specifications to furnish:

**Public Safety Automated Staffing Software**

for which proposals were advertised to be received no later than 3:00 P.M., local time, Wednesday, February 23, 2005, and further makes this offer to furnish the following according to specifications.

Item	Quantity	Unit	Description	Unit Price	Extended Price
1	200	Ea	Public Safety Automated Staffing Software Licenses	X	29,600
2	2	Ea	License CD (if necessary)	N/A	N/A
3	NA	Ea	Cost of additional Licenses within ninety (90) days from award	100.00 Per staff member	XXXXXXXX
4	NA	Ea	Cost (if any) for upgrades	Included	XXXXXXXX
5	NA	Yr	One (1) year renewable seven (7) days per week twenty-four (24) hours per day telephone technical support	XXXXXXX	4,720
6	200	Ea	Training		12,000
7	NA	NA	Source Code	Included	XXXXXXXX
8	NA	NA	Can license be modified through mutual agreement	Yes	X No
9	NA	NA	OPTION 1: On-site System Maintenance during Normal Business Hours (8:00am - 5:00pm Monday through Friday)(Per Visit)	N/A	XXXXXXXX
10	NA	NA	OPTION 2: On-site System Maintenance after Hours (Off-hour weeknights, weekends, holidays)(Per visit)	N/A	XXXXXXXX

Acknowledgement of Addendum # 1 [initial & date] \_\_\_\_\_

Addendum # 2 \_\_\_\_\_ Addendum # 3 \_\_\_\_\_ Addendum # 4 \_\_\_\_\_

**EXCEPTIONS TO SPECIFICATIONS :** All items offered must be in compliance with the specifications herein. If you are taking exception, indicate those exceptions on your company letterhead and attach to this Invitation to Bid.

F.O.B.: DESTINATION - INSIDE Delivery Lake County Location(S) As Required

Delivery After Receipt of Order: 30 Days

Prompt Payment Discount: \_\_\_\_\_ % \_\_\_\_\_ days: Net 30 Days

Firm Fixed Price valid for \_\_\_\_\_ Until June 30, 2005 \_\_\_\_\_ days [minimum 90 days]

Have you supplied the required Technical Information?  YES  NO

Have you completed, signed and had notarized the CONFLICT OF INTEREST Form?  
 YES  NO

Have you completed and signed the COMPLIANCE WITH THE PUBLIC RECORDS LAW FORM?

X  YES   NO

**PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

This section is optional and will not effect bid award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this bid shall be responsible for its own purchases and shall be liable only for materials ordered and received by it. (Check one) Yes  X  No

The County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

This bid proposal is a binding offer made by the below named to the County and shall remain valid for not less than ninety (90) calendar days from the bid proposal closing date.

I hereby certify that I have read and understand the requirements of this Request for Proposal No. 05-060 and, that I as the bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this Request for Proposal.

Company Principal Decision Systems International, Inc.

Per KATHRYN PRANCEVIC (print name)

Signature Kathryn Prancevic



**TELESTAFF LICENSE AND ANNUAL SERVICE AGREEMENT**

This Agreement ("AGREEMENT") made by and between Principal Decision Systems International ("PDSI") that has its principal place of business at 625 The City Drive South, Suite 190, Orange, CA 92868, and Lake County, Florida, a political subdivision of the State of Florida ("CUSTOMER"), that has its principal place of business at 315 West Main Street, Suite 422, Tavares, FL 32778-7800, shall be subject to the following terms and conditions:

Whereas, PDSI has developed a telecommunications/computer technology which consists of certain software known as TELESTAFF; and

Whereas, PDSI imposes certain license requirements on customers desirous of purchasing a license for TELESTAFF; and

Whereas, CUSTOMER wishes to contract with PDSI to: (1) implement a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, implement all licenses necessary to use TELESTAFF; and

Whereas, PDSI is willing to contract with CUSTOMER to: (1) grant CUSTOMER a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, grant all licenses necessary to use TELESTAFF;

Now, therefore, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, PDSI and CUSTOMER do hereby agree as follows:

**1. Ownership and License of TELESTAFF.**

Except as provided herein at paragraph 2(b), PDSI hereby grants to CUSTOMER a license to use TELESTAFF in object code form. CUSTOMER shall abide by the terms and conditions of this license as stated herein. The parties recognize and acknowledge that ownership of TELESTAFF shall remain with PDSI

**2. Copyright and Proprietary Protection.**

(a) TELESTAFF is owned by PDSI, and is protected by United States and international copyright laws and international trade provisions. CUSTOMER must treat TELESTAFF like any other copyrighted material. This License and CUSTOMER's right to use TELESTAFF shall terminate automatically if CUSTOMER violates any part of this AGREEMENT. In the event of termination for any reason other than non-renewal of Service and Support as described herein at Section 10, CUSTOMER must immediately return TELESTAFF and accompanying documentation to PDSI.

(b) CUSTOMER shall not:

(i) Modify TELESTAFF and/or merge it into another program for CUSTOMER use except by express, written permission from PDSI. Any portion of TELESTAFF merged into another program following the express, written permission from PDSI will be subject to the terms of this AGREEMENT;

(ii) Reverse engineer, disassemble, decompile, or make any attempt to discover the source code or methodology of TELESTAFF.

**3. Execution Date.** The Execution Date is defined as the date this AGREEMENT is signed by an authorized agent of CUSTOMER.

**4. Term.** This AGREEMENT is effective and binding upon PDSI and CUSTOMER upon the Execution Date as defined in paragraph 3 herein and shall remain in effect for a term of one (1) year, unless terminated as provided herein. On each anniversary date thereafter, this AGREEMENT shall automatically renew for a term of one (1) year, unless otherwise terminated as provided herein.

**5. Product Options.** The following constitutes a list of TELESTAFF components and associated fees that CUSTOMER does hereby agree to purchase from PDSI available in connection with the use of TELESTAFF. See Appendix A for the definition of TELESTAFF Hardware Components and Appendix B for the definition of Implementation Services.

<u>Initial</u>	<u>Component</u>	<u>Fee</u>
<input type="checkbox"/>	TELESTAFF Software License for 200 Staff Members including 8 concurrent Sybase connections	\$ 24,600 ✓
<input type="checkbox"/>	TELESTAFF Implementation Services	\$ 12,000 ✓
<input type="checkbox"/>	TeleStaff Gateway to Fire House RMS Qty: 1	\$ 5,000
	<b>Total Initial Acquisition Cost</b>	<b>\$ 41,600</b>
	<b>Optional Component</b>	
	WEBSTAFF - PDSI Hosted Setup and First Year Service	\$ 2,500 ✓

**6. Pricing.** PDSI agrees to the fees reflected above in paragraph 5 until June 30, 2005.

7. **Payments.** CUSTOMER agrees that all pricing and amounts due hereunder are based on United States currency and that all amounts remaining unpaid for more than thirty (30) days following the date of the invoice shall be governed by Florida Prompt Payment Act, part vii, Chapter 768.28 F.S.

Initial	Component	Due
<input type="checkbox"/>	TELESTAFF Software License	Upon Delivery of TeleStaff software version 2.X to customer
<input type="checkbox"/>	TELESTAFF Gateway	Upon Delivery of TeleStaff Software version 2.X to customer
<input type="checkbox"/>	TELESTAFF Implementation Services	Upon Acceptance as defined in section 17H or 60 days after configuration training, whichever comes first
<input type="checkbox"/>	WEBSTAFF Set-Up and First Years Service (optional)	Upon WebStaff Set-Up or 90 days after execution of agreement, whichever comes first

8. **Travel Expenses.** CUSTOMER agrees to pay for all travel expenses related to TELESTAFF implementation and training services as defined in Appendix B.
9. **Implementation Services.** Implementation Services include configuration of TELESTAFF as defined in Appendix B. CUSTOMER acknowledges that additional training and/or reconfiguration requested by CUSTOMER will be at an additional cost.
10. **Annual Service and Support.** Service and Support of TELESTAFF is provided at no additional charge during the first twelve (12) months following the Execution Date. See Appendix C for the definition of Service and Support. CUSTOMER does hereby acknowledge that on each anniversary of the Execution Date, CUSTOMER may renew service and support under the following events:

Initial	Event	Payment
<input type="checkbox"/>	TELESTAFF - 1st Anniversary of the Execution Date	\$ 4,720
<input type="checkbox"/>	Subsequent anniversaries during term	5% maximum increase over previous period

Should CUSTOMER elect not to renew Service and Support on the anniversary of any Execution Date, CUSTOMER acknowledges that any subsequent re-enrollment for Service and Support will only be accepted by PDSI after CUSTOMER cures the previous lapse in Service and Support by paying PDSI the Service and Support fee for the lapsed periods. In addition, CUSTOMER acknowledges that PDSI may assess CUSTOMER a Service and Support re-instatement fee that will not exceed ten percent (10%) of the Service and Support fee for the lapsed periods. PDSI reserves the right to discontinue Service and Support of previous releases of TeleStaff and WebStaff as defined in Appendix C.

11. **WebStaff Usage.** (optional component) Access to TeleStaff via the web is provided through the WebStaff application hosted by PDSI. CUSTOMER does hereby acknowledge that on each event and for the fee specified below, CUSTOMER can renew access to WebStaff:

Initial	Event	Payment
<input type="checkbox"/>	12 months after 1st Anniversary of the Execution Date	\$ 4,080
<input type="checkbox"/>	Subsequent anniversaries during term	5% maximum increase over previous period

Should CUSTOMER elect not to renew WebStaff access or fail to pay the usage fee specified above in advance the subsequent 12 month period, CUSTOMER acknowledges that PDSI will disable CUSTOMER access to WebStaff.

12. **Limited Warranty.** PDSI WARRANTS TELESTAFF TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND TO OPERATE IN REASONABLE ACCORDANCE WITH TELESTAFF USER MANUALS. HOWEVER, PDSI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN TELESTAFF WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF TELESTAFF WILL BE UNINTERRUPTED OR ERROR FREE. THE LIMITED WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
13. **Limitation of Liability.** PDSI'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES SHALL BE THE REPLACEMENT OF TELESTAFF UPON NOTIFICATION OF REPORTED DEFICIENCIES. IN NO EVENT WILL PDSI BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY, FOR ANY CLAIMS OR DAMAGES, INCLUDING ANY LOST WAGES, LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE TELESTAFF EVEN IF PDSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Indemnification.** Each party to this Agreement shall hold harmless and indemnify the other, and its directors, officers, employees and agents, from/for any and all liability claims, losses, and/or damages suffered by the other party, arising from or directly related to this Agreement, which is/are attributable to the negligent or intentional misconduct of the other party to the extent permitted by Chapter 768.28, F.S.
15. **Termination.** This AGREEMENT shall terminate upon the following events:
- (a) In the case of an event of default (if CUSTOMER or PDSI fails to satisfy any of its respective covenants, duties or obligations under this AGREEMENT), the non-defaulting party shall have the option to terminate this AGREEMENT. In the event of default, the non-defaulting party shall give written notice to the defaulting party of the alleged default and give such party at least thirty (30) days in which to cure the alleged default. If the defaulting party does not satisfactorily cure its default, the non-defaulting party has the right to terminate upon thirty (30) days additional written notice stating the defaulting party's failure to cure the default;
- (b) By mutual consent between both parties;

(c) After the initial term of the AGREEMENT, upon ninety (90) days written notice to the other party.

16. Miscellaneous Provisions.

- (a) Amendments. This AGREEMENT shall not be modified or amended except by another agreement in writing executed by the parties hereto.
- (b) Entire Agreement. This AGREEMENT, including Appendices A, B, and C attached hereto, supersedes all prior discussions, understanding and agreement between the parties with respect to the matters contained herein, and constitutes the entire agreement between the parties with respect to the matters contemplated herein.
- (c) Governing Law. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Florida.
- (d) Notices. All notices, requests, demands and/or other communications required or permitted to be given or made by this AGREEMENT shall be in writing and shall be delivered by commercial overnight delivery services which provides for receipt, or mailed by certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses referenced above. Any party may change its address for purposes of this AGREEMENT by notice in writing to the other party.
- (e) No Waiver. No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or remedy or partial exercise of any right, power or remedy by any party will preclude any other or future exercise of any other right, power or remedy or partial right, power or remedy. No express waiver of assent by any party hereto to any default in any term or condition of this AGREEMENT shall constitute a waiver of or an assent to any succeeding default in the same or any other term or condition hereof.
- (f) Assignability. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, assigns and personal representatives.
- (g) Escrow. PDSI agrees to Lake County's terms outlined in their RFP #05-060 section 1.13 for the source code.
- (h) Acceptance. Acceptance is defined that TeleStaff performs in reasonable accordance with TeleStaff users manuals.

Agreement between Lake County, Florida and Principal Decision Systems International for RFP 05-060, Public Safety Automated Staffing Software

PRINCIPAL DECISION SYSTEMS INTERNATIONAL

Nathryn Peancevic  
 Print Name  
Nathryn Peancevic  
 Signature  
National Account Executive  
 (Title)

This 7 day of April, 2005

COUNTY

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

Jennifer Hill  
 Jennifer Hill  
 Chairman

This 9th day of May, 2005

ATTEST:

James C. Watkins  
 James C. Watkins, Clerk  
 of the Board of County  
 Commissioners of Lake  
 County, Florida

Approved as to form and legality:

Sanford A. Minkoff  
 Sanford A. Minkoff  
 County Attorney

## Appendix A – TeleStaff Hardware Components

Computers purchased through PDSI are manufactured by Dell Computer Corporation. Each computer is built to the specifications required by TeleStaff and includes components necessary to operate the features of each TeleStaff product model. Each computer is quality tested by Dell and is delivered to CUSTOMER ready to operate as intended. The cost of the hardware when purchased through PDSI is \$5,000.

Customer agrees to procure and configure appropriate hardware to run the TeleStaff application. Below are the minimum specifications.

### TeleStaff Basic Server

- ξ Intel Pentium 2 GHz processor or better
- ξ 512 MB or greater RAM
- ξ 40 GB or larger Hard Drive
- ξ 48x CD-ROM Drive
- ξ 17" SVGA Monitor
- ξ V.90 Data/Fax Modem
- ξ Multimedia with speakers and microphone
- ξ Keyboard and mouse
- ξ Microsoft Windows XP Pro License
- ξ Iomega 250M Zip Drive
- ξ 4 hours 7 x 24 onsite service (3 years)

### TeleStaff Enterprise Server

- ξ TeleStaff Basic Server plus:
- ξ 4 port Dialogic Telephony system Intel D4-PCI-U
- ξ Telephony system dongles (4 port)
- ξ Sybase Studio database license (1 concurrent user) PDSI to supply
- ξ Sybase Client database license (11 concurrent users) PDSI to Supply

## Appendix B – TeleStaff Implementation Services Partnership Agreement

For the fee specified in paragraph 5 of this AGREEMENT, PDSI will train CUSTOMER staffing administrators on the operation of TeleStaff and will train CUSTOMER on how to configure the TeleStaff system using CUSTOMER data. The following steps comprise the TeleStaff implementation services:

- Hand-Off:** During this internal phase, the appropriate PDSI account representative transfers information on the CUSTOMER to the PDSI Implementation Manager (IM). The IM is a project manager who is responsible for coordinating all activities necessary to implement TeleStaff for the CUSTOMER. During this phase, PDSI will send the CUSTOMER an Implementation Welcome Packet containing an overview of the Implementation Process and information on how to prepare for TeleStaff.
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- The CUSTOMER may select the option that best meets their needs.
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For information on additional advanced training courses offered by PDSI, please contact your TeleStaff Implementation Manager or your Account Executive.

## Appendix C – Annual Service and Support

All Software Errors reported by CUSTOMER shall be resolved as set forth below. Initial response by PDSI will be based upon CUSTOMER's full description of the problem. Resolution response will be based upon the priority assigned by PDSI as defined below. If CUSTOMER determines that a Software Error exists, CUSTOMER shall notify PDSI by telephone. Telephone notification will be made to PDSI's support line at (800) 850-7374.

"Normal Business Hours" are 8:00 AM through 5:00 PM (Pacific Standard Time), Monday through Friday, excluding holidays.

The main support line will be answered either by an attendant or automated attendant at all hours. During Normal Business Hours, each trouble report will be assigned a Help Desk Log Number. The Log Number shall be used for all subsequent inquiries relating to the original problem. During Normal Business Hours, the attendant will ring the TeleStaff Support Department and the call will be handled according to the priority assigned by PDSI. In the case of priority-one problems, as noted below, CUSTOMER may be able to speak directly to a TeleStaff Support Representative if one is available. Outside of Normal Business Hours, Priority 1 support, as described in this appendix, will be made available through a pager system. The phone number is 800-850-7374. Priority 1 support is available 24 hours per day, 7 days per week to CUSTOMER's with LIVE status. All other problems will be handled on a callback basis. If requested or so stipulated in the response time criteria below, a PDSI representative will return the call in a manner consistent with the priority and order in which the call was received. CUSTOMER shall make every effort to respond to PDSI in a timely fashion when requests are made to follow-up calls or additional documentation on the reported problem.

Priorities are assigned as follows:

### Priority One

**Hours of Availability:** 24 hours/day, 7 days/week  
**Description:** A critical software error that severely impacts the ability of CUSTOMER to perform ALL automated staffing functions (TeleStaff is down). This level of priority is only available to CUSTOMER's that are using TeleStaff in a production environment (LIVE accounts ONLY).  
**Initial Response:** During Normal Business Hours, immediate response if a Support Representative is available. Otherwise, PDSI will respond with a call back within one hour. Outside of Normal Business Hours (including holidays), PDSI will respond with a call back within two hours.  
**Resolution Response:** PDSI will work aggressively to provide CUSTOMER with a workaround solution or to completely resolve the problem.  
**Notification:** It is the responsibility of CUSTOMER to alert PDSI of a possible Priority-One issue. PDSI will update CUSTOMER of progress frequently during problem resolution and notify CUSTOMER once the workaround has been provided or the problem has been resolved.

### Priority Two

**Hours of Availability:** Monday through Friday, 6:30 AM to 6:00 PM, Pacific Standard Time.  
**Description:** A non-critical software error, which prevents the user from performing a data entry or system administration function. These do not include cosmetic, documentation, or reporting problems. These also do not include questions or inquiries regarding the operation of the software or its installation and training.  
**Initial Response:** During Normal Business Hours, PDSI will respond with a call back within three hours. Outside of Normal Business Hours (including holidays), PDSI will respond with a call back the next business day.  
**Resolution Response:** PDSI will provide a workaround for CUSTOMER when possible. PDSI will provide a problem resolution in the form of an Upgrade or modification to the Software in an upcoming Update.  
**Notification:** PDSI will notify CUSTOMER when a workaround has been provided or the problem has been resolved.

### Priority Three

**Hours of Availability:** Monday through Friday, 6:30 AM to 6:00 PM, Pacific Standard Time.  
**Description:** All other software or documentation errors not described above. These include but are not limited to:  
ξ Reporting errors or calculation problems  
ξ Documentation inaccuracies  
ξ Cosmetic issues  
ξ Misspellings  
ξ Product Enhancement requests  
ξ Questions or inquiries relating to TeleStaff Software functionality, system administration or installation  
**Initial Response:** PDSI will respond to these items if specifically requested to do so at the time of the request. If a reply is requested, PDSI will respond within an average of twenty-four (24) hours during Normal Business Hours.  
**Resolution Response:** PDSI will correct documentation errors in upcoming releases of the documentation.  
**Notification:** If requested, PDSI will notify the CUSTOMER when a workaround has been provided or the problem has been resolved.



# FIRE



## *Sample Reports*



# THE STAFF MEMBER HISTORY REPORT

The Staff Member History Report illustrates how many hours of any work code each staff member has used or accrued over any date range.

<b>TeleStaff</b>						
Personal History						
01/01/1999 through 12/31/2000						
LIMITED BY						
Person: Salazar, Jeffrey A.						
Payroll Information Only						
<b>RD</b>	<b>On Duty</b>		<b>1,736.00</b>		<b>Created</b>	<b>Last Touched By</b>
06/30/2000	A .../Battalion One/Aide	24.00	<finalized>	07/25/00	9:24	<system>
07/02/2000	A .../Battalion One/Aide	24.00	<finalized>	07/25/00	9:24	<system>
07/07/2000	A .../Battalion One/Aide	24.00	<finalized>	07/25/00	9:23	<system>
07/09/2000	A .../Battalion One/Aide	24.00	<finalized>	07/25/00	9:23	<system>
07/11/2000	A .../Battalion One/Aide	22.00	<finalized>	07/25/00	9:23	<system>
07/16/2000	A .../Battalion One/Aide	24.00	<finalized>	07/25/00	9:23	<system>
07/18/2000	A .../Battalion One/Aide	24.00	<finalized>	07/25/00	9:23	<system>
11/03/2000	A .../Battalion One/Aide	22.00	<finalized>	05/25/00	12:41	<system>
<b>+</b>	<b>Overtime (SOD)</b>		<b>168.00</b>		<b>Created</b>	<b>Last Touched By</b>
+ 01/30/1999	B .../Battalion One/Aide	24.00		01/30/99	9:49	Salazar,J
+ 02/16/1999	C .../Battalion One/Aide	24.00		02/16/99	6:47	Snyder,S
+ 03/23/1999	B .../Battalion One/Aide	24.00		03/23/99	7:17	Salazar,J
+ 03/26/1999	C .../Truck 4/FireFighter	24.00		03/17/99	15:31	Sever,S
+ 05/07/1999	B .../Engine 1/FireFighter #2	24.00	Force Hire	09/05/99	15:01	Salazar,J
+ 05/31/2000	C .../Battalion One/Aide	24.00	Force Hire	05/25/00	9:21	Salazar,J
+ 06/17/2000	B .../Battalion One/Aide	24.00	Force Hire	05/26/00	9:19	Salazar,J
<b>S</b>	<b>Sick Leave (S)</b>		<b>192.00</b>		<b>Created</b>	<b>Last Touched By</b>
04/05/1999	A Grindle,J(SOD)	24.00		04/05/99	15:48	Salazar,J
05/27/2000	A	24.00		05/25/00	15:33	Salazar,J
06/14/2000	A	24.00		05/26/00	9:17	Salazar,J
09/01/2000	A	24.00		05/26/00	10:56	Salazar,J
09/19/2000	A	24.00		05/26/00	12:29	Salazar,J
10/25/2000	A	24.00		05/26/00	12:39	Salazar,J
11/23/2000	A	24.00		05/26/00	12:43	Salazar,J
12/27/2000	A	24.00		05/26/00	12:46	Salazar,J
<b>V</b>	<b>Vacation (V)</b>		<b>249.00</b>		<b>Created</b>	<b>Last Touched By</b>
03/18/1999	A	3.00		03/18/99	10:01	Salazar,J
03/20/1999	A	6.00		03/20/99	13:43	Salazar,J
03/27/1999	A Marinello,L(SOD)	24.00		03/23/99	11:32	Salazar,J
03/29/1999	A Martinez,R(SOD)	24.00		03/23/99	11:38	Salazar,J
05/23/2000	A	24.00		05/25/00	15:33	Salazar,J

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This example shows that Jeffrey Salazar has worked 168 hours of Overtime (SOD) during a two year period, and that on May 7, 1999 he was chosen for overtime from the "Force Hire" list. In addition, the "+" symbols indicate the overtime events that affected Jeffrey's position on the hire-back list.

## FEATURES & BENEFITS

- ⇒ Illustrates each scheduling activity for an individual employee over date range.
- ⇒ Gives employees easy access to their own staffing records.
- ⇒ Enables managers to easily review each employee's staffing history.
- ⇒ Creates an audit record of all employee activity.
- ⇒ Report may be printed, faxed or exported to multiple file formats.
- ⇒ Shows employees hours they have accrued in vacation, sick leave or any other code that can accrue time.





# THE PAYROLL REPORT

The Payroll Report shows how many hours of each organization-defined pay code are used during any user-defined payroll period.

<b>TeleStaff</b> Payroll Report 01/01/1999 through 01/31/1999 Period NOT Finalized					
	Name		Total	Code	Description
2000124	Fernberg, Eileen P.	FF (HM/PM)	24.00	DV	Discretionary Vacation (DV)
			168.00	RD	On Duty
			24.00	V	Vacation (V)
2000189	Flores, Brad	FF (PM)	216.00	RD	On Duty
2000121	Forrester, Luis B.	FF (HM)	240.00	RD	On Duty
2000194	Four, Steve	FF	216.00	RD	On Duty
2000079	Franco, Ronald L.	E	240.00	RD	On Duty
			24.00	+	Overtime (SOD)
2000157	Gammon, Albert	FF (PM)	216.00	RD	On Duty
			12.00	+	Overtime (SOD)
2000142	Garcia, Ben	FF (PM/SWAT)	36.00	DV	Discretionary Vacation (DV)
			192.00	RD	On Duty
2000038	Garcia, Clyde	C (HM)	192.00	RD	On Duty
			24.00	S	Sick Leave (S)
			24.00	V	Vacation (V)
2000183	Gonzales, Anthony	FF (PM)	216.00	RD	On Duty
2000143	Gonzales, Dennis	FF (HM/PM/SWAT)	240.00	RD	On Duty
			24.00	+	Overtime (SOD)
2000104	Gonzalez, Efen	FF	216.00	RD	On Duty
			12.00	+	Overtime (SOD)
2000123	Gonzalez, Mark H.	FF (HM)	24.00	MU	Move Up (MU)
			192.00	RD	On Duty

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This example shows that Steve Four has recorded 216.00 regular duty (regularly scheduled) hours and that Clyde Garcia has recorded 24.00 hours of sick leave and 192 regular duty hours during the pay month.

## **FEATURES & BENEFITS**

- ⇒ Easily accessible from the TeleStaff calendar by clicking the payroll period icon.
- ⇒ Displays hours recorded under each payroll-relevant working and non-working code for each employee during the specified period.
- ⇒ Accurately and easily reports payroll hours to payroll administrators and is sorted by employee name with displayed employee ID (user, payroll, other).
- ⇒ Indicates as 'Finalized' a payroll report that has been verified and approved by appropriate management personnel.
- ⇒ Report can be filtered by date range, battalion, pay information, unit, position, work code, rank, shift or individual employee.
- ⇒ Report may be printed, faxed or exported to multiple file formats.

## The FLSA Report

The FLSA Report shows how many FLSA hours each employee has recorded at the end of any organization-defined FLSA period.

Reporting - 01/01/1999 through 01/28/1999										
<a href="#">Payroll</a>	<a href="#">Exceptions</a>	<a href="#">Working Summary</a>								
<a href="#">Non-Working Summary</a>	<a href="#">Contact Log</a>	<a href="#">Login</a>								
<a href="#">Expirations</a>	<a href="#">Costs</a>	<a href="#">Paybacks</a>								
TeleStaff FLSA Report		Page 1 of 53 01/04/2000 09:05								
Constant	01/01/1999 through 01/28/1999	Period Finalized								
<b>2000083 Abundiz, David R.</b>	240 FLSA Hours	30								
<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; padding: 2px;">TOTAL CODE</th> <th style="text-align: left; padding: 2px;">DESCRIPTION</th> </tr> <tr> <td style="padding: 2px;">240.00 RD</td> <td style="padding: 2px;">On Duty ( )</td> </tr> </table>			TOTAL CODE	DESCRIPTION	240.00 RD	On Duty ( )				
TOTAL CODE	DESCRIPTION									
240.00 RD	On Duty ( )									
<b>2000081 Adame, Augustine J.</b>	216 FLSA Hours	6								
<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; padding: 2px;">TOTAL CODE</th> <th style="text-align: left; padding: 2px;">DESCRIPTION</th> </tr> <tr> <td style="padding: 2px;">216.00 RD</td> <td style="padding: 2px;">On Duty ( )</td> </tr> </table>			TOTAL CODE	DESCRIPTION	216.00 RD	On Duty ( )				
TOTAL CODE	DESCRIPTION									
216.00 RD	On Duty ( )									
<b>2000186 Aguilar, Lewis</b>	216 FLSA Hours	6								
<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; padding: 2px;">TOTAL CODE</th> <th style="text-align: left; padding: 2px;">DESCRIPTION</th> </tr> <tr> <td style="padding: 2px;">192.00 RD</td> <td style="padding: 2px;">On Duty ( )</td> </tr> <tr> <td style="padding: 2px;">24.00 +</td> <td style="padding: 2px;">Overtime (SOD)</td> </tr> <tr> <td style="padding: 2px;">24.00 S</td> <td style="padding: 2px;">Sick Leave (S)</td> </tr> </table>			TOTAL CODE	DESCRIPTION	192.00 RD	On Duty ( )	24.00 +	Overtime (SOD)	24.00 S	Sick Leave (S)
TOTAL CODE	DESCRIPTION									
192.00 RD	On Duty ( )									
24.00 +	Overtime (SOD)									
24.00 S	Sick Leave (S)									
<b>2000141 Alba, Jose</b>	240 FLSA Hours	30								
<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; padding: 2px;">TOTAL CODE</th> <th style="text-align: left; padding: 2px;">DESCRIPTION</th> </tr> <tr> <td style="padding: 2px;">216.00 RD</td> <td style="padding: 2px;">On Duty ( )</td> </tr> <tr> <td style="padding: 2px;">24.00 +</td> <td style="padding: 2px;">Overtime (SOD)</td> </tr> </table>			TOTAL CODE	DESCRIPTION	216.00 RD	On Duty ( )	24.00 +	Overtime (SOD)		
TOTAL CODE	DESCRIPTION									
216.00 RD	On Duty ( )									
24.00 +	Overtime (SOD)									
<input type="button" value="Close"/>	<input type="button" value="Call Ranks"/>	From 01/01/1999 Through 01/28/1999 <input type="button" value="Apply"/> <input type="button" value="Print..."/>								

As an example, this report shows that Jose Alba has recorded 30 FLSA hours during his 28-day FLSA cycle over the organization-defined 210 hour threshold.

### Features & Benefits

- ⇒ Easily accessible from the TeleStaff calendar by clicking the FLSA period icon.
- ⇒ Each shift defined in TeleStaff can have a unique FLSA period cycle and threshold.
- ⇒ Accurately and easily reports FLSA hours to payroll administrators.
- ⇒ Report can be filtered by date range, rank, shift or individual employee.
- ⇒ Report may be printed, faxed or exported to multiple file formats.

# WORK CODE EXCEPTION REPORT

Not only does TeleStaff track total hours recorded against all working and non-working codes, but it also maintains exception hour details for each employee and records the activities that caused each exception.

<b>TeleStaff</b> Exceptions Report 01/01/1999 through 01/31/1999			
01/14/1999	A Shift	Total	
<b>I</b>	<b>Industrial Leave (I)</b>		<b>48.00</b>
2000146	Townley, Alan S.	FF	24.00
2000066	Waelder, David D.	E	24.00
<b>MU</b>	<b>Move Up (MU)</b>		<b>75.00</b>
2000117	Mosqueda, Michael (HM)	FF	24.00
2000153	Spitler, James (PM/USAR)	FF → E	24.00
2000085	Suarez, Mark J.	E → C	3.00 PM
2000132	Ybarra, Michael D.	FF → E	24.00 I → Waelder, David D.
<b>RD</b>	<b>On Duty (RD)</b>		<b>66.00</b>
2000052	Black, Mark L.	C	21.00
2000133	Gross, Albert W. (PM)	FF	12.00
2000019	Simmons, Michael F. (HM)	C	12.00
2000085	Suarez, Mark J.	E	21.00
<b>+</b>	<b>Overtime (SOD)</b>		<b>144.00</b>
+	2000147 Arnold, David A. (PM)	FF	24.00 I
+	2000027 Moyer, John D. (HM)	C	12.00 V
+	2000069 Nunez, John R.	E	24.00 S
+	2000050 Ogren, Russel G. (HM)	C	24.00 V
+	2000049 Rivas, Andy J. (RIV/USAR)	C	24.00 V
+	2000177 Tractner, Chris (PM)	FF	12.00 V
+	2000098 Wilsey, James L.	FF	24.00 V
<b>S</b>	<b>Sick Leave (S)</b>		<b>24.00</b>
2000057	Amende, Paul	E	24.00
<b>V</b>	<b>Vacation (V)</b>		<b>96.00</b>
2000048	Chedister, Thomas H.	C	24.00
2000133	Gross, Albert W. (PM)	FF	12.00
2000007	Leftige, Dave H.	FF	24.00
2000019	Simmons, Michael F. (HM)	C	12.00
2000042	Soria, Tom	C	24.00

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As an example, this report shows that Michael Ybarra worked in a higher rank (FF → Engineer) because of David Waelder's Industrial Leave exception, and that John Nunez worked overtime as a result of Paul Amende's Sick Leave exception.

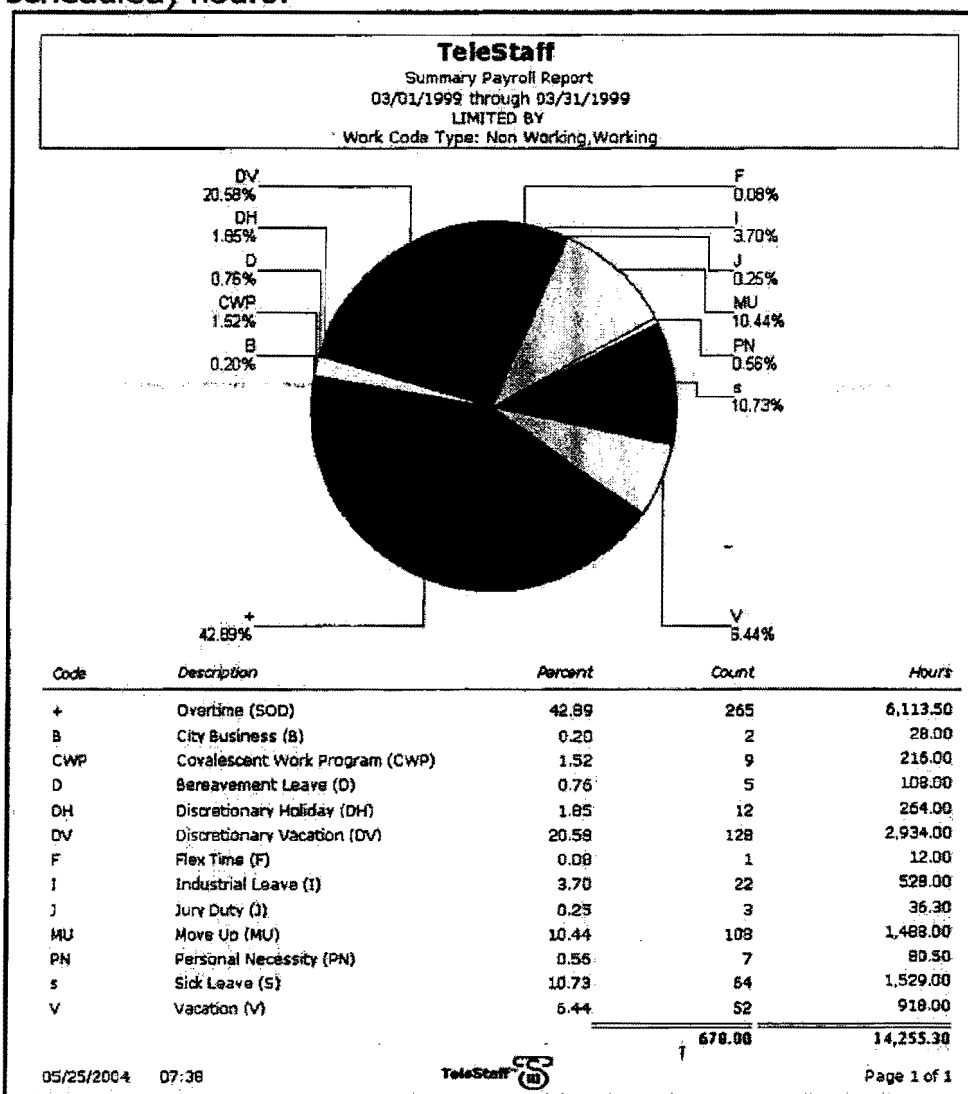
## Features & Benefits

- ⇒ Details events that cause exceptions and tracks total exception work code hours.
- ⇒ Ideal for explaining why overtime was required in specific situations.
- ⇒ This report can be sorted by shift, rank or individual employee over any date range.
- ⇒ This report can be limited by Battalion, Person, Unit, Position, Rank, Shift & Work Code.
- ⇒ Report may be printed, faxed or exported to multiple file formats.



# THE WORKING SUMMARY REPORT

The Working Summary Report shows what percentage of each working code is used when employees work exception hours in addition to their regular duty (regularly scheduled) hours.



This report shows that 42.89% of all working exception hours recorded between March 1, 1999 and March 31, 1999 for all ranks were Overtime (SOD – user defined short name).


## Features & Benefits

- ⇒ Reports which working codes are impacting staffing activities.
- ⇒ Displays patterns of working exceptions for the entire agency, shift, rank or individual employee.
- ⇒ Tracks all of the organization's working codes for planning or budgetary purposes for the entire agency or per individual employee.
- ⇒ Report is in pie chart format with code abbreviation, description, percentage, number of occurrences and hours.
- ⇒ Filter capabilities target groups or individual employees across any date range.
- ⇒ Charts can be printed and/or faxed and chart data can be exported into common file formats.

# THE EXPIRATION WARNINGS REPORT

The Expiration Warnings Report displays all employees with organization-defined certifications that will expire over any user-defined date range, sorted by certification name.

<b>TeleStaff</b> Expirations 01/01/1998 through 01/31/2000			
<i>What</i>	<i>Who</i>		<i>When</i>
Hazardous Materials (HM)	Edelman, Thomas D. (HM)	00145	01/01/2000
Driver's License	Salerno, Christian (PM)	00184	12/12/1999
Driver's License	Snyder, Stephen R. (HM)	00126	07/11/1999
Driver's License	Sever, Steve G. (HM/USAR)	00125	04/09/1999
Paramedic (PM)	Salazar, Jeffrey A. (HM/PM)	00102	01/01/1999
Driver's License	Edelman, Thomas D. (HM)	00145	06/15/1998
Driver's License	Salazar, Jeffrey A. (HM/PM)	00102	05/03/1998
Driver's License	Solomon, Tracy	00169	01/31/1998

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This example shows that Christian Salerno's paramedic (PM) certification will expire on December 12, 1999.


## **FEATURES & BENEFITS**

- ⇒ All specialties entered in TeleStaff and assigned to employees with renewal/expiration dates appear on this report.
- ⇒ Specialty field are unlimited so it can help department track non-mission critical things like performance evaluations and yearly physicals.
- ⇒ Provides advance warning to administrators that an employee may become ineligible for a position if the certification is not renewed – can be used in conjunction with the telephone-based message delivery system to notify employees.
- ⇒ May help the department's training division determine which training sessions would be the most valuable.
- ⇒ Provides timely and easy access to those employees whose certification(s) will expire.
- ⇒ Can be filtered by date range, rank, shift and individual employee.
- ⇒ Report may be printed, faxed or exported to multiple file formats.

# THE COST REPORT

The Cost Report displays approximately how much any working or non-working code has cost the organization over any date range.

<b>TeleStaff</b> Cost Log 01/01/1999 through 01/31/1999		
<i>Code</i>	<i>Description</i>	<i>Total</i>
CWP	Covalescent Work Program (CWP)	\$1,440.00
DH	Discretionary Holiday (DH)	\$2,400.00
DV	Discretionary Vacation (DV)	\$9,120.00
F	Flex Time (F)	\$240.00
I	Industrial Leave (I)	\$7,280.00
ML	Military Leave (ML)	\$480.00
MU	Move Up (MU)	\$15,070.00
RD	On Duty (J)	\$882,040.00
+	Overtime (SOD)	\$60,345.00
PN	Personal Necessity (PN)	\$240.00
s	Sick Leave (S)	\$11,100.00
U	Union Leave (U)	\$960.00
V	Vacation (V)	\$7,870.00
		<hr/> <b>\$998,585.00</b>

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Information displayed on this report is a calculation of all work code hours recorded during a date range multiplied by the hourly rate of each associated employee and by the organization-defined cost factor associated with each work code. As an example, this report shows that Overtime (SOD) cost the organization approximately \$60,345.00 from January 1, 1999 to January 31, 1999.

## FEATURES & BENEFITS

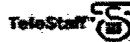
- ⇒ This report displays the financial impact of any code on the organization.
- ⇒ Administrators can review data over any date range and can further isolate data by employee rank.
- ⇒ Can be limited by Battalion, Person, Unit, Position, Rank, Shift or Work Code.
- ⇒ This report is useful for preparing budgets and anticipating costs based on historical patterns.
- ⇒ This report represents an approximate cost associated with work codes and is not intended to for use in payroll reporting.

# THE ACCRUAL REPORT

The Accrual Report displays all employees with the organization-defined accrual codes with the earned and taken hours.

<b>TeleStaff</b> Accrual Report 12/31/1999 through 12/31/1999 Effective Date: 05/25/2004			
<i>Accrual Group # 2</i>		<i>Remaining</i>	<i>In Period</i>
Aguilar, Victor	UL - Union Leave	47.25	.
Aguilar, Victor	V - Vacation	94.50	
Aguilar, Victor	VE - Vacation Earned		
Anderson, Scott C.	UL - Union Leave	1.65	
Anderson, Scott C.	V - Vacation	3.30	
Anderson, Scott C.	VE - Vacation Earned		
Armstead, Clifton	UL - Union Leave	43.25	
Armstead, Clifton	V - Vacation	86.50	
Armstead, Clifton	VE - Vacation Earned		
Ayres, Ronald	UL - Union Leave	43.25	
Ayres, Ronald	V - Vacation	86.50	
Ayres, Ronald	VE - Vacation Earned		
Backes, Mark J.	UL - Union Leave	33.75	
Backes, Mark J.	V - Vacation	67.50	
Backes, Mark J.	VE - Vacation Earned		
Baker, Andrew J.	UL - Union Leave	36.90	
Baker, Andrew J.	V - Vacation	73.80	
Baker, Andrew J.	VE - Vacation Earned		
Bany, Paul	UL - Union Leave	8.65	
Bany, Paul	V - Vacation	17.30	
Bany, Paul	VE - Vacation Earned		
Barnette, Alfred L.	UL - Union Leave	33.75	
Barnette, Alfred L.	V - Vacation	67.50	
Barnette, Alfred L.	VE - Vacation Earned		
Barnum, Theo W.	UL - Union Leave	23.75	
Barnum, Theo W.	V - Vacation	47.50	

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This example shows that Victor Aguilar has 47.25 hours of union leave on the books and 94.50 hours of vacation.

## Features & Benefits

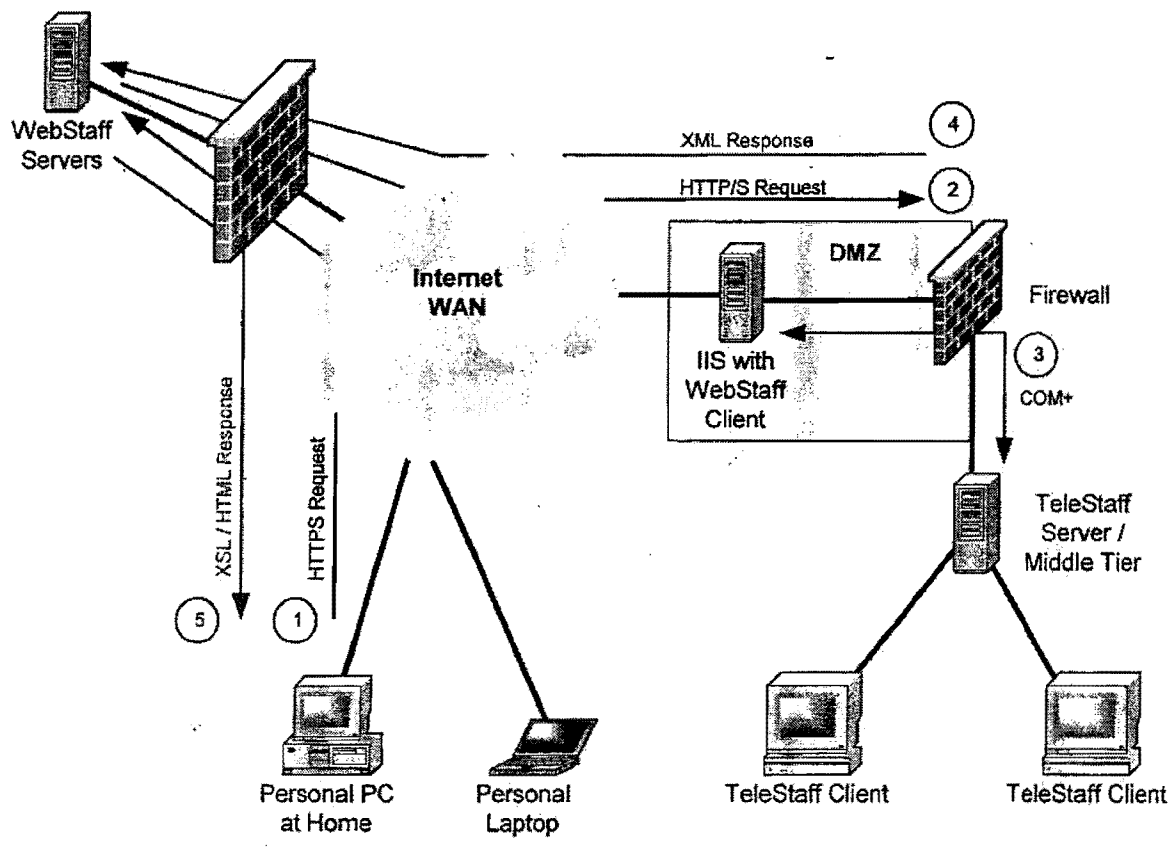
- ⇒ Provides timely and easy access to those employees with accrued time.
- ⇒ Provides an advance warning to administrators that each employee has the time available before requesting the leave.
- ⇒ Can be filtered by date range, rank, shift and individual employee.
- ⇒ Report may be printed, faxed or exported to multiple file formats.
- ⇒ Vacation, Sick Leave, and Compensatory Overtime are common accrual codes.

## WebStaff 2.0

The diagram below exhibits the round-trip flow of data to present a page to a user. Unlike previous WebStaff versions that required VPN to encrypt data between WebStaff and TeleStaff, this WebStaff 2.0 permits the use of HTTPS. This is intended to simplify the implementation and reduce the customer's cost of implementing secure communication. To utilize HTTPS, the customer must purchase a certificate from a trusted CA. Self-signed certificates are unacceptable.

- 1) End user requests data from WebStaff 2.0.
- 2) WebStaff 2.0 receives the user request, validates and dispatches a request to the customer's IIS server.
- 3) The WebStaff application on the IIS server makes COM+ calls to the TeleStaff middle-tier in the same way as a TeleStaff client.
- 4) Resulting XML data from COM+ calls returned to WebStaff 2.0
- 5) WebStaff 2.0 formats XML into HTML for presentation to the user.

### Diagram:



Note #1: The diagram shows the IIS server in a DMZ; this is optional. The server can be placed behind the firewall on a LAN segment. The firewall must be configured to route HTTP/S traffic from WebStaff 2.0 to the appropriate server.

Note #2: Unencrypted communication can occur via HTTP although this is not recommended especially given the availability of low cost certificates.



**Principal Decision Systems International  
625 The City Drive South  
Orange, CA 92868**

**Profile of Implementation Manager**

The Implementation Manager (IM) is the main contact between the Customer and the Principal Decision Systems International (PDSI) Account Executive after the sales process has been completed. The PDSI Account Executive hands the customer's account to an IM who will be responsible for managing all customers' activities throughout the TeleStaff Implementation Process.

The IM serves as an advisor throughout the Implementation Process and is in close contact with the Customer through each phase. Among the responsibilities of the IM are several reviews that will be conducted with the Customer and the IM. During the Data Phase, the IM reviews the Data Import Tool before the customer creates a TeleStaff Database for its organization. The IM works with the Customer in preparing for TeleStaff Configuration Training by reviewing the Customer's TeleStaff Database and Staffing Diagrams. Upon review of these materials the IM, if applicable, will advise the Customer of any changes or additions needed to the TeleStaff Database and Staffing Diagrams.

As the main contact for the Customer, requirements for the role of Implementation Manager include product knowledge, extensive background in training, high-level organizational skills, and quality customer service.

PDSI's IM's are Donna Jones and Anthony Samartina. Donna Jones has been employed by PDSI since March 1996, and has extensive experience with all of PDSI's products. Donna begun her career at PDSI as a trainer and moved into the IM position several years ago.

Anthony Samartina has been with PDSI for since August 1999, and has been an IM for the duration of his employment. Anthony, therefore, has a tremendous amount of experience in implementing TeleStaff in public safety agencies.



**LAKE COUNTY**  
FLORIDA

June 23, 2006

Grant Jones  
Logistics Office  
Nassau County Fire Rescue  
96135 Nassau Place  
Yulee, FL 32097

Grant:

Lake County Board of County Commissioners (BCC) currently has a contract with Principal Decision Systems International (PDSI) for Public Safety Automated Staffing Software. The contract was awarded to PDSI after Request for Proposal (RFP) #05-060 was competitively responded to by various proposers.

Under the RFP specifications, "Other Agencies" may make purchases in accordance with the awarded proposal, with consent from the contractor. Such purchases shall be governed by the same terms and conditions as stated with the exception of the change in agency name.

Lake County BCC hereby authorizes Nassau County Fire Rescue to "piggy-back" from the above mentioned contract with the approval of PDSI.

Respectfully,

John Wight, CPPB  
Contracting Officer  
Lake County BCC

P.O. BOX 7800 • 315 W. MAIN ST., SUITE 416 • P 352.343.9839 • F 352-343-9473  
Board of County Commissioners • [www.lakegovernment.com](http://www.lakegovernment.com)

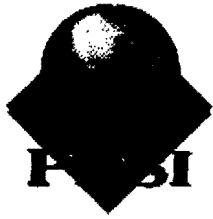
JENNIFER HILL  
*District 1*

ROBERT A. POOL  
*District 2*

DEBBIE STIVENDER  
*District 3*

CATHERINE C. HANSON  
*District 4*

WELTON G. CADWELL  
*District 5*



*Principal Decision Systems International*

June 2, 2006

Nassau County Purchasing  
Fernandina Beach, FL 32034

To Whom It May Concern:

PDSI will honor all the terms and conditions of the contract and RFP #05-060 from Lake County, Florida.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kathryn Prancevic".

Kathryn Prancevic  
National Account Executive

625 The City Drive South, Suite 190 • Orange, California 92668  
(800) 850-7374 • Fax (714) 703-2970

- MUNIS Application Menu
- System
  - Financials
    - A. General Ledger
      - C. Journal Entry /
      - F. Inquiries and Rpt
        - A. G/L Acct
        - B. YTD Budget
        - C. G/L Report
        - D. Last Year E
        - E. Historical A
        - F. Flexible Per
        - G. Major Func
    - B. Budget
      - D. Accounts Payable
      - F. Treasury Management
      - G. Fixed Assets
      - H. Work Orders and Jc
      - I. G/L Account Inquiry
    - General Revenues
    - Property Revenues
    - Help

G/L Account Inquiry - MUNIS [BOARD OF COMMISSIONERS]

File Edit Tools Help

Fund: 104 MUNICIPAL Acct: 104.223.522.52.564001  
 Org: 04223522 FIRE-NCBCC Acct Name: EQUIP \$5000 OR GREATER  
 Object: 564001 EQ\$5000 DG Type: Expense Status: Active Bud Group:   
 Project:   
 Multi Fund

	Current Year	3 Year Comparison	History
Yr/Per 2006/10	Fiscal Year 2006	Fiscal Year 2005	Fiscal Year 2007
Original Budget	53,655.00	.00	.00
Transfers In	.00	3,100.00	
Transfers Out	8,734.00	.00	
Revised Budget	44,921.00	3,100.00	.00
Actual (Memo)	5,789.00	.00	.00
Encumbrances	999.00	.00	.00
Requisitions	.00		.00
Available	38,133.00	3,100.00	.00
Percent used	15.11	.00	.00

Easy CD Create... absentee\_...

Requisition form Nassau GIS

1 of 1

Display detail information for current account.

**TELESTAFF LICENSE AND ANNUAL SERVICE AGREEMENT**

This Agreement ("AGREEMENT") made by and between **Principal Decision Systems International ("PDSI")** that has its principal place of business at **625 The City Drive South, Suite 190, Orange, CA 92868**, and **Nassau County Fire Department ("CUSTOMER")**, that has its principal place of business at FL, shall be subject to the following terms and conditions:

**Whereas**, PDSI has developed a telecommunications/computer technology which consists of certain software known as TELESTAFF; and

**Whereas**, PDSI imposes certain license requirements on customers desirous of purchasing a license for TELESTAFF; and

**Whereas**, CUSTOMER wishes to contract with PDSI to: (1) implement a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, implement all licenses necessary to use TELESTAFF; and

**Whereas**, PDSI is willing to contract with CUSTOMER to: (1) grant CUSTOMER a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, grant all licenses necessary to use TELESTAFF;

Now, therefore, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, PDSI and CUSTOMER do hereby agree as follows:

1. **Ownership and License of TELESTAFF.**

Except as provided herein at paragraph 2(b), PDSI hereby grants to CUSTOMER a license to use TELESTAFF in object code form. CUSTOMER shall abide by the terms and conditions of this license as stated herein. The parties recognize and acknowledge that ownership of TELESTAFF shall remain with PDSI

2. **Copyright and Proprietary Protection.**

(a) TELESTAFF is owned by PDSI, and is protected by United States and international copyright laws and international trade provisions. CUSTOMER must treat TELESTAFF like any other copyrighted material. This License and CUSTOMER's right to use TELESTAFF shall terminate automatically if CUSTOMER violates any part of this AGREEMENT. In the event of termination for any reason other than non-renewal of Service and Support as described herein at Section 10, CUSTOMER must immediately return TELESTAFF and accompanying documentation to PDSI.

(b) CUSTOMER shall not:

- (i) Modify TELESTAFF and/or merge it into another program for CUSTOMER use except by express, written permission from PDSI. Any portion of TELESTAFF merged into another program following the express, written permission from PDSI will be subject to the terms of this AGREEMENT;
- (ii) Reverse engineer, disassemble, decompile, or make any attempt to discover the source code or methodology of TELESTAFF.

3. **Execution Date.** The Execution Date is defined as the date this AGREEMENT is signed by an authorized agent of CUSTOMER.

4. **Term.** This AGREEMENT is effective and binding upon PDSI and CUSTOMER upon the Execution Date as defined in paragraph 3 herein and shall remain in effect for a term of one (1) year, unless terminated as provided herein. On each anniversary date thereafter, this AGREEMENT shall automatically renew for a term of one (1) year, unless otherwise terminated as provided herein.

5. **Product Options.** The following constitutes a list of TELESTAFF components and associated fees that CUSTOMER does hereby agree to purchase from PDSI available in connection with the use of TELESTAFF. See Appendix A for the definition of TELESTAFF Hardware Components and Appendix B for the definition of Implementation Services.

<u>Initial</u>	<u>Component</u>	<u>Fee</u>
<input type="checkbox"/>	TELESTAFF Enterprise Software License for 100 Staff Members	\$ 12,300 ✓
<input type="checkbox"/>	WEBSTAFF - PDSI Hosted Setup and First Year Service	\$ 2,500 ✓
<input type="checkbox"/>	TELESTAFF Implementation Services	\$ 10,000 ✓
<input type="checkbox"/>	Hardware - Enterprise Server Qty: 1	\$ 5,000
	<b>Total Initial Acquisition Cost</b>	<b>\$ 29,800</b>

6. **Pricing.** PDSI agrees to the fees reflected above in paragraph 5 until September 30, 2006.

7. **Payments.** CUSTOMER agrees that all pricing and amounts due hereunder are based on United States currency. Except for a payment that is due on the Effective Date, Customer will make payments to PDSI within forty-five (45) days after the receipt of each invoice, in accordance with the Florida Prompt Payment Act. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation indicating the percentage of completion and shall be reviewed by the Project Manager and approved or denied and sent to the County's Contract Manager for review and/or approval. Said invoice will then be provided to the County Administrator and the Clerk of the Courts for review and recommendation to the Board of County Commissioners. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones. CUSTOMER does hereby agree to the payment terms for each component.

<u>Initial</u>	<u>Component</u>	<u>Due</u>
<input type="checkbox"/>	TELESTAFF Software License and applicable Sales Tax	On Execution Date
<input type="checkbox"/>	TELESTAFF Implementation Services	Net 30 Days from Execution Date
<input type="checkbox"/>	TELESTAFF Hardware Components	Net 60 Days from Execution Date
<input type="checkbox"/>	WEBSTAFF - PDSI Hosted Setup and First Year Service	Net 60 Days from Execution Date

8. **Travel Expenses.** CUSTOMER agrees to pay for all travel expenses related to TELESTAFF implementation and training services as defined in Appendix B.
9. **Implementation Services.** Implementation Services include configuration of TELESTAFF as defined in Appendix B. CUSTOMER acknowledges that additional training and/or reconfiguration requested by CUSTOMER will be at an additional cost.
10. **Annual Service and Support.** Service and Support of TELESTAFF is provided at no additional charge during the first twelve (12) months following the Execution Date. See Appendix C for the definition of Service and Support. CUSTOMER does hereby acknowledge that on each anniversary of the Execution Date, CUSTOMER may renew service and support under the following events:

<u>Initial</u>	<u>Event</u>	<u>Payment</u>
<input type="checkbox"/>	TELESTAFF - 1st Anniversary of the Execution Date	\$ 2,362
<input type="checkbox"/>	Subsequent anniversaries during term	5% maximum increase over previous period

Should CUSTOMER elect not to renew Service and Support on the anniversary of any Execution Date, CUSTOMER acknowledges that any subsequent re-enrollment for Service and Support will only be accepted by PDSI after CUSTOMER cures the previous lapse in Service and Support by paying PDSI the Service and Support fee for the lapsed periods. In addition, CUSTOMER acknowledges that PDSI may assess CUSTOMER a Service and Support re-instatement fee that will not exceed ten percent (10%) of the Service and Support fee for the lapsed periods. PDSI reserves the right to discontinue Service and Support of previous releases of TeleStaff and WebStaff as defined in Appendix C.

11. **WebStaff Usage:** Access to TeleStaff via the web is provided through the WebStaff application hosted by PDSI. CUSTOMER does hereby acknowledge that on each event and for the fee specified below, CUSTOMER can renew access to WebStaff:

<u>Initial</u>	<u>Event</u>	<u>Payment</u>
<input type="checkbox"/>	1st Anniversary of the Execution Date	\$ 2,160
<input type="checkbox"/>	Subsequent anniversaries during term	5% maximum increase over previous period

Should CUSTOMER elect not to renew WebStaff access or fail to pay the usage fee specified above in advance the subsequent 12 month period, CUSTOMER acknowledges that PDSI will disable CUSTOMER access to WebStaff.

12. **Limited Warranty.** PDSI WARRANTS TELESTAFF TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND TO OPERATE IN REASONABLE ACCORDANCE WITH TELESTAFF USER MANUALS. HOWEVER, PDSI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN TELESTAFF WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF TELESTAFF WILL BE UNINTERRUPTED OR ERROR FREE. THE LIMITED WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
13. **Limitation of Liability.** PDSI'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES SHALL BE THE REPLACEMENT OF TELESTAFF UPON NOTIFICATION OF REPORTED DEFICIENCIES. IN NO EVENT WILL PDSI BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY, FOR ANY CLAIMS OR DAMAGES, INCLUDING ANY LOST WAGES, LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE TELESTAFF EVEN IF PDSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Indemnification.** Each party to this Agreement shall hold harmless and indemnify the other, and its directors, officers, employees and agents, from/for any and all liability claims, losses, and/or damages suffered by the other party, arising from or directly related to this Agreement, which is/are attributable to the negligent or intentional misconduct of the other party.
15. **Termination.** This AGREEMENT shall terminate upon the following events:
- (a) In the case of an event of default (if CUSTOMER or PDSI fails to satisfy any of its respective covenants, duties or obligations under this AGREEMENT), the non-defaulting party shall have the option to terminate this AGREEMENT. In the event of default, the non-defaulting party shall give written notice to the defaulting party of the alleged default and give such party at least thirty (30) days in which to cure the alleged default. If the defaulting party does not satisfactorily cure its default, the non-defaulting

party has the right to terminate upon thirty (30) days additional written notice stating the defaulting party's failure to cure the default;

- (b) By mutual consent between both parties;
- (c) After the initial term of the AGREEMENT, upon ninety (90) days written notice to the other party.

16. **Miscellaneous Provisions.**

- (a) **Amendments.** This AGREEMENT shall not be modified or amended except by another agreement in writing executed by the parties hereto.
- (b) **Entire Agreement.** This AGREEMENT, including Appendices A, B, and C attached hereto, supersedes all prior discussions, understanding and agreement between the parties with respect to the matters contained herein, and constitutes the entire agreement between the parties with respect to the matters contemplated herein.
- (c) **Governing Law.** This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California.
- (d) **Notices.** All notices, requests, demands and/or other communications required or permitted to be given or made by this AGREEMENT shall be in writing and shall be delivered by commercial overnight delivery services which provides for receipt, or mailed by certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses referenced above. Any party may change its address for purposes of this AGREEMENT by notice in writing to the other party.
- (e) **No Waiver.** No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or remedy or partial exercise of any right, power or remedy by any party will preclude any other or future exercise of any other right, power or remedy or partial right, power or remedy. No express waiver of assent by any party hereto to any default in any term or condition of this AGREEMENT shall constitute a waiver of or an assent to any succeeding default in the same or any other term or condition hereof.
- (f) **Assignability.** This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, assigns and personal representatives.
- (g) **Settlement Preferred.** Any dispute arising under this Agreement shall be addressed by the representatives of the County and PDSI as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Project Manager or their designee; and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Project Manager or their designee and a representative(s) of PDSI. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Project Manager or his/her designee, and the County Attorney and the County Administrator and the Project Manager or his/her designee(s) shall meet with PDSI representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to the Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with the mediation rules as established by the Florida Supreme Court. Mediators shall be chosen and mutually agreed to by both parties, and the cost of mediation shall be borne by PDSI up to the cumulative amount of \$1000.00. PDSI shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed. PDSI shall not stop work during a dispute as defined in this Section.
- (h) **Litigation.** A Party may submit a claim that cannot be resolved in accordance with Section 11.1, to a court of competent jurisdiction in Nassau County, Florida, in which the System is installed, and any dispute that cannot be resolved between the Parties through negotiation or mediation within two (2) months after any failed mediation attempt. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section if good faith efforts to resolve the dispute under the procedures outlined above have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT on the day and year first above written.

PDSI  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: June 2, 2006

Nassau County Fire Department (CUSTOMER)  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## **Appendix A – TeleStaff Hardware Components**

Computers purchased through PDSI are manufactured by Dell Computer Corporation. Each computer is built to the specifications required by TeleStaff and includes components necessary to operate the features of each TeleStaff product model. Each computer is quality tested by Dell and is delivered to CUSTOMER ready to operate as intended.

Following are the basic features and components included for each TeleStaff computer hardware option:

### **TeleStaff Basic Server**

- Intel Pentium 3 GHz processor or better
- 512 MB or greater RAM
- 40 GB or larger Hard Drive
- 48x CD-ROM Drive
- 17" SVGA Monitor
- V.90 Data/Fax Modem
- Multimedia with speakers and microphone
- Keyboard and mouse
- Microsoft Windows XP Pro License
- Iomega 250M Zip Drive
- 4 hours 7 x 24 onsite service (3 years)

### **TeleStaff Telephony Server**

- TeleStaff Basic Server plus:
- 4 port Dialogic Telephony system
- Telephony system dongles (4 port)

### **TeleStaff Database Server**

- TeleStaff Basic Server plus:
- Sybase Studio database license (1 concurrent user)
- Sybase Client database license (7 concurrent users)

### **TeleStaff Enterprise Server**

- TeleStaff Basic Server plus:
- 4 port Dialogic Telephony system
- Telephony system dongles (4 port)
- Sybase Studio database license (1 concurrent user)
- Sybase Client database license (7 concurrent users)



## **Appendix B – TeleStaff Implementation Services Partnership Agreement**

For the fee specified in paragraph 5 of this AGREEMENT, PDSI will train CUSTOMER staffing administrators on the operation of TeleStaff and will train CUSTOMER on how to configure the TeleStaff system using CUSTOMER data. The following steps comprise the TeleStaff Implementation services:

- Hand-Off:** During this internal phase, the appropriate PDSI account representative transfers information on the CUSTOMER to the PDSI Implementation Manager (IM). The IM is a project manager who is responsible for coordinating all activities necessary to implement TeleStaff for the CUSTOMER. During this phase, PDSI will send the CUSTOMER an Implementation Welcome Packet containing an overview of the Implementation Process and information on how to prepare for TeleStaff.
- Kick-Off:** During the Kick-Off phase, the IM and CUSTOMER hold a conference call to review the Welcome Packet, to establish CUSTOMER contacts required by PDSI during the Implementation Process, and to set dates for training.
- Preparation:** During the Preparation phase, the IM and CUSTOMER will hold a conference call to review TeleStaff data fields, to instruct the CUSTOMER on how to use the data import tool, and to instruct the CUSTOMER on how to analyze and document their staffing rules. Also during this phase, PDSI provides the CUSTOMER with the necessary installation documentation and ships the TeleStaff hardware to the CUSTOMER.
- Training – Module I** PDSI will provide audio/visual presentations to review TeleStaff end user features. The presentations correspond with the Module I training manual. The project team must review presentations prior to the Module II training class. The audio/visual presentations can also be used as a resource when the CUSTOMER provides user training.
- Training – Module II** The Module II training class covers TeleStaff staffing features. This class is a pre-requisite for configuration training. The class is offered over the Internet or at PDSI's training facility in Orange, California.
- The CUSTOMER may select the option that best meets their needs.
- Option #1: If the CUSTOMER chooses to participate in the Module II training class via the internet, the CUSTOMER will need to set up a training room so that each person has their own computer with the TeleStaff training database loaded. This allows for effective hands on training. The duration of the class is 7 hours and will be covered in one session.
- Option #2: The Module II training class at PDSI is held each Friday. The CUSTOMER may elect to participate in the Module II training class the Friday prior to the 5-day configuration training class so that attendees only need to make 1 trip to PDSI. The class begins at 9am and ends by 5pm.
- Training - Configuration** The TeleStaff implementation includes 5 consecutive days of configuration training at PDSI's facility in Orange, California. The configuration training will be done on the CUSTOMER'S database. The 5 days of training at PDSI is limited to 2 staff members. PDSI recommends that CUSTOMERS send staffing and business rules experts to the training. The class begins each day at 9am and ends by 5pm.
- Training - Tuning** PDSI will provide a 2-day training class at the CUSTOMER'S site. The purpose of the class is to fine tune the configuration after the CUSTOMER has gone Live with TeleStaff. The CUSTOMER determines the agenda for this TeleStaff Tuning class.

For information on additional advanced training courses offered by PDSI, please contact your TeleStaff Implementation Manager or your Account Executive.

## Appendix C – Annual Service and Support

All Software Errors reported by CUSTOMER shall be resolved as set forth below. Initial response by PDSI will be based upon CUSTOMER's full description of the problem. Resolution response will be based upon the priority assigned by PDSI as defined below. If CUSTOMER determines that a Software Error exists, CUSTOMER shall notify PDSI by telephone. Telephone notification will be made to PDSI's support line at (800) 850-7374.

"Normal Business Hours" are 8:00 AM through 5:00 PM (Pacific Standard Time), Monday through Friday, excluding holidays.

The main support line will be answered either by an attendant or automated attendant at all hours. During Normal Business Hours, each trouble report will be assigned a Help Desk Log Number. The Log Number shall be used for all subsequent inquiries relating to the original problem. During Normal Business Hours, the attendant will ring the TeleStaff Support Department and the call will be handled according to the priority assigned by PDSI. In the case of priority-one problems, as noted below, CUSTOMER may be able to speak directly to a TeleStaff Support Representative if one is available. Outside of Normal Business Hours, Priority 1 support, as described in this appendix, will be made available through a pager system. The phone number is 800-850-7374. Priority 1 support is available 24 hours per day, 7 days per week to CUSTOMER's with LIVE status. All other problems will be handled on a callback basis. If requested or so stipulated in the response time criteria below, a PDSI representative will return the call in a manner consistent with the priority and order in which the call was received. CUSTOMER shall make every effort to respond to PDSI in a timely fashion when requests are made to follow-up calls or additional documentation on the reported problem.

Priorities are assigned as follows:

<b>Priority One</b>	
Hours of Availability:	24 hours/day, 7 days/week
Description:	A critical software error that severely impacts the ability of CUSTOMER to perform ALL automated staffing functions (TeleStaff is down). This level of priority is only available to CUSTOMER's that are using TeleStaff in a production environment (LIVE accounts ONLY).
Initial Response:	During Normal Business Hours, immediate response if a Support Representative is available. Otherwise, PDSI will respond with a call back within one hour. Outside of Normal Business Hours (including holidays), PDSI will respond with a call back within two hours.
Resolution Response:	PDSI will work aggressively to provide CUSTOMER with a workaround solution or to completely resolve the problem.
Notification:	It is the responsibility of CUSTOMER to alert PDSI of a possible Priority-One issue. PDSI will update CUSTOMER of progress frequently during problem resolution and notify CUSTOMER once the workaround has been provided or the problem has been resolved.
<b>Priority Two</b>	
Hours of Availability:	Monday through Friday, 6:30 AM to 6:00 PM, Pacific Standard Time.
Description:	A non-critical software error, which prevents the user from performing a data entry or system administration function. These do not include cosmetic, documentation, or reporting problems. These also do not include questions or inquiries regarding the operation of the software or its installation and training.
Initial Response:	During Normal Business Hours, PDSI will respond with a call back within three hours. Outside of Normal Business Hours (including holidays), PDSI will respond with a call back the next business day
Resolution Response:	PDSI will provide a workaround for CUSTOMER when possible. PDSI will provide a problem resolution in the form of an Upgrade or modification to the Software in an upcoming Update.
Notification:	PDSI will notify CUSTOMER when a workaround has been provided or the problem has been resolved.
<b>Priority Three</b>	
Hours of Availability:	Monday through Friday, 6:30 AM to 6:00 PM, Pacific Standard Time.
Description:	All other software or documentation errors not described above. These include but are not limited to: <ul style="list-style-type: none"> <li>• Reporting errors or calculation problems</li> <li>• Documentation inaccuracies</li> <li>• Cosmetic issues</li> <li>• Misspellings</li> <li>• Product Enhancement requests</li> <li>• Questions or inquiries relating to TeleStaff Software functionality, system administration or installation</li> </ul>
Initial Response:	PDSI will respond to these items if specifically requested to do so at the time of the request. If a reply is requested, PDSI will respond within an average of twenty-four (24) hours during Normal Business Hours.
Resolution Response:	PDSI will correct documentation errors in upcoming releases of the documentation.
Notification:	If requested, PDSI will notify the CUSTOMER when a workaround has been provided or the problem has been resolved.