

**AGREEMENT FOR  
NEC SV8500 with UCB ACD and IVR APPLICATION SYSTEM**

**THIS AGREEMENT** is made and entered into by and between the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, hereinafter referred to as the "County," with offices located at 1112 Manatee Avenue West, Bradenton, Florida, 34205-7804, and **SOUTHEASTERN TELECOM** hereinafter called the "Contractor," duly authorized to conduct business in the State of Florida, located at 5439 Beaumont Center Blvd., Suite 1000, Tampa, FL 33634.

**WHEREAS**, the County has determined that it is necessary, expedient and in the best interest of the County to retain, obtain or employ Contractor to render and perform professional services in the manner set forth in this Agreement; and

**WHEREAS**, this Agreement is the result of negotiation procedures instituted by the County.

**WITNESSETH**

Now therefore in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

**ARTICLE 1. SCOPE OF SERVICE**

Contractor covenants and represents to County that Contractor shall provide services as described in Attachment A, hereinafter referred to as the "Scope of Services".

**ARTICLE 2. CONTRACT DOCUMENTS**

Contractor shall comply with the following attachments which are attached and made a part of this Agreement:

- Attachment "A" --- Scope of Services
- Attachment "B" --- Compensation and Project Schedule
- Attachment "C" --- Special Conditions
- Attachment "D" --- Certificate of Insurance

In the event of a conflict between the terms and conditions provided in Articles in this part of the Agreement and any attachment or exhibit, the Provisions contained within these Articles shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

**ACCEPTED IN OPEN SESSION**

JAN 07 2010

### **ARTICLE 3. LIMITATION OF COSTS AND PAYMENTS**

Contractor shall be paid by County an amount in accordance with Attachment B for the provision of the Scope of Services. Contractor has been advised that no employee of Contractor or employee of the County may authorize any increase in total compensation unless authorized in writing by both parties.

### **ARTICLE 4. CONTRACT TERM**

- A. Unless renewed or terminated as provided in this Agreement, this Agreement shall be for a period detailed in Attachment "B" Compensation and Project Schedule.
- B. Renewals or extensions of this Agreement, if any, shall be as specified in Attachment "C" Special Conditions.

### **ARTICLE 5. TERMINATION**

- A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Contractor upon determining that Contractor has failed to comply with the terms of this Agreement. If Contractor fails to comply with the terms of this Agreement, the Contract Administrator may, upon written notification to Contractor withhold payment until Contractor complies with the conditions or terms. The notice shall specify the manner in which the Contractor has failed to comply with this Agreement.

### **ARTICLE 6. NOTICES**

All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to Contractor: Southeastern Telecom  
Attn: Paul Baird  
5439 Beaumont Center Blvd., Suite 1000  
Tampa, FL 33634

If by hand delivery: Southeastern Telecom  
Attn: Paul Baird  
5439 Beaumont Center Blvd., Suite 1000  
Tampa, FL 33634

If mailed to County: Manatee County Government  
Information Services Department  
Network Infrastructure Division  
Attn: Director  
1112 Manatee Avenue West  
Bradenton, FL 34205

If by hand delivery: Manatee County Government  
Information Services Department  
Network Infrastructure Division  
Attn: Director  
1112 Manatee Avenue West  
Bradenton, FL 34205

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery.

**ARTICLE 7. GENERAL CONDITIONS**

**A: MAINTENANCE OF RECORDS.**

i. Contractor shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Contractor shall provide County all necessary information, records and contracts required by this Agreement as requested by County for monitoring and evaluating services. Contractor's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, Contractor shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or License made by any local, State or Federal Agency. Contractor shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Contractor for at least three (3) years after the termination of this Agreement.

- B: **COMPLIANCE WITH LAWS; NON-DISCRIMINATION.** The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally Contractor covenants and agrees that no person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by Contractor, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County.
- C: **CONTRACTUAL LIABILITY.** The relationship of the Contractor to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Contractor or any of the officers, employees, personnel, Contractors, or SubContractors of the Contractor any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Contractor in connection with the Scope of Services or for debts or claims accruing to such parties. Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.
- D: **NON-ASSIGNABILITY.** Contractor may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.
- E: **Contractor's REPRESENTATIVES.** Within thirty (30) days from the date of execution of this Agreement by both parties, Contractor shall provide the County with a list of representatives authorized to act on behalf of the Contractor.

#### **ARTICLE 8. INDEMNIFICATION**

Contractor shall indemnify, keep and save harmless the County, its officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgements, costs and expenses, which may accrue against the County arising out of the negligent performance of or intentional failure to perform the Scope of Services required by this Agreement or the terms of this Agreement. Contractor shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgement shall be rendered against the County in any such action, Contractor shall, at its own expense, satisfy and discharge the same up to and including an amount equal to the total fees earned or to be earned under the terms of this Agreement. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

The indemnity hereunder shall continue until such time as any and all claims arising out of Contractor's negligent performance or intentional failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County at once shall give notice thereof in writing to Contractor at the above listed address. Upon receipt of notice, Contractor, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgement against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Contractor attorneys fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

#### **ARTICLE 9. INSURANCE**

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force during the period of Contractor's Scope of Services under this Agreement, amounts and types of insurance conforming to the nature and type represented by the Certificates of Insurance attached hereto as Attachment D. Upon prior, written Agreement by and between Contractor and County, Contractor shall procure additional insurance for a term as may reasonably be requested by the County to protect the County from liability, during any such term.

Until such time as the specified insurance is no longer required under this Agreement the Contractor shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Contractor shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage. Further, Manatee County will be provided with copies of all underlying additional insured endorsements. County shall be under no obligation to pay Contractor for any services provided or for any costs associated with Contractor's Scope of Services for any period of time not covered by the insured required under this Agreement.

#### **ARTICLE 10, COVENANTS OF THE COUNTY**

The County hereby covenants and agrees:

- A. That Information Services Director, or such other employee as may be designated in writing by the County's Purchasing Manager shall serve as County's Contract Administrator and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Contractor's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the Contract Administrator shall be referred to the Purchasing Manager or his designee.
- B. The County shall make available at no cost to the Contractor all data relative to the project that is required by the Contractor for the performance of the Scope of Services.
- C. The County shall give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. The County shall give careful and reasonable consideration to the findings and recommendations of the Contractor and shall respond and issue notices to proceed in a timely manner so as not to unduly delay the Contractor's work called for by this Agreement.
- E. The County shall perform activities in this Article at no cost to the Contractor.

#### **ARTICLE 11. COVENANTS OF THE CONTRACTOR**

Contractor hereby covenants and agrees:

- A. That Paul Baird is hereby appointed as Contractor's Agent with respect to the services to be performed by the Contractor pursuant to this Agreement. The Contractor's Agent shall have the authority without limitation, to make representations on behalf of Contractor, receive information, and interpret and define the needs of Contractor and make decisions pertinent to services covered by the Agreement. Contractor's Agent shall have the right, from time to time, to designate such other employees of Contractor's as they desire, to serve in their absence. Contractor reserves the right to designate a different agent, provided that the County is given written notice thereof.
- B. That the Work shall be performed in accordance with the terms and conditions of this Agreement.
- C. That all employees assigned to render services under this Agreement shall be duly qualified, registered, licensed or certified to provide the services

required. All services shall comply with such reasonable supplemental written memoranda and directives provided by the Contract Manager, which is not in conflict with this Agreement.

- D. That Contractor shall be responsible for collecting all existing data required for the successful completion of each task.
- E. That Contractor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.
- F. Contractor shall be entitled to rely upon that information, which may be provided them from time to time, from the County or others on behalf of the County. Contractor shall, however, call to the County's attention any errors or deficiencies noted in such information provided and assist, to the extent practicable, the County in the identification and resolution of same. Information referred to above includes, but is not limited to, transportation engineering design, construction and additional services; consultations, investigation and reports and the like, including all other information to be provided to the Contractor by others and necessary for the execution of Contractor's work under the Agreement, as amended. The County shall, however, hold Contractor fully responsible for verifying, to the extent practicable, documents and information provided by the County and identifying its obvious deficiencies concerning documents and information provided. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

## **ARTICLE 12. DISPUTE RESOLUTION**

Disputes shall be resolved as follows: good faith negotiations by the designated agents of the parties and if not resolved by such designated agents after twenty-one (21) days, Contractor shall submit his claim, with the basis for the dispute, in writing to the Manatee County Purchasing Manager for a determination and handling in accordance with the provisions of the Manatee County Procurement Code. Any dispute resolution agreed to by County's Contract Manager or the Manatee County Purchasing Manager, constituting a material change in this Agreement will not be final until approved by the Board of County Commissioners. If such dispute involves the percentage of task completed by Contractor, County shall, as promptly as reasonably possible after resolution of such dispute, forward payment to Contractor of any amount determined to be due and owing.

The services shall be performed by the Contractor to the reasonable satisfaction of the County, and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services

hereunder and the character, quality, amount and value thereof, which cannot be settled by mutual agreement of the parties, shall be settled by recourse to litigation under Florida law. Any such lawsuit shall be filed only in Manatee County, Florida.

### **ARTICLE 13. INFORMATION REPORTS**

The Contractor shall provide all information and reports required by County policies, procedures, regulations, rules, orders and/or instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor shall certify such to the County, as appropriate, and shall set forth what efforts have been made to obtain the information.

### **ARTICLE 14. LEGAL RESTRAINTS AND LIMITATIONS**

The Contractor acknowledges that the County, as a unit of local government and a political subdivision of the State of Florida, is subject to restraints, limitations, regulations and controls imposed or administered pursuant to numerous applicable laws, ordinances, rules and regulations of federal, state, regional and certain local governmental agencies or authorities. The Contractor agrees that all professional services rendered or performed by the Contractor pursuant to the provisions of this Agreement, as amended, shall be in compliance therewith.

### **ARTICLE 15. ASSIGNMENT AND SUBCONTRACTS**

The Contractor shall not sublet, assign or transfer any work under this Agreement to another Contractor or Subcontractor, without the prior written consent of the County.

### **ARTICLE 16. SOLICITATION OF CONTRACT**

The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement, without liability or at its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

### **ARTICLE 17. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida.



## **ARTICLE 18. FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

## **ARTICLE 19. MISCELLANEOUS**

- A. The Contractor and the County agree that the Contractor, its employees, and subcontractors are not employees or agents of the County as a result of this Agreement, as amended or in the performance of any duties pursuant to this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, is, by the courts held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

## **ARTICLE 20. AMENDMENTS**

This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by the governing bodies of both parties.

**ARTICLE 21. SEVERABILITY**

In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

**ARTICLE 22. HEADINGS**

All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**ARTICLE 23. AUTHORITY TO EXECUTE**

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties have executed this agreement to furnish and deliver the required professional consulting services.

**SOUTHEASTERN TELECOM**

By: Paul Baird

Print Name: PAUL BAIRD

Title: General Manager Sales

Date: 12-16-09

**MANATEE COUNTY GOVERNMENT**

By: Michael B. McLaughlin for the County

Print Name: Michael B. McLaughlin

Title: Interim Director

Date: 12/16/2009

## **ATTACHMENT "A"** **SCOPE OF SERVICE**

### A.01 GENERAL DESCRIPTION

Manatee County Government (County) owns and operates a network of NEC Private Branch Exchange (PBX) telephone systems including various key telephone equipments as part of its overall telephone network. The Manatee County Utilities Department has requested the installation of an Integrated Voice Response (IVR) system in conjunction with the deployment of a new Ventyx customer service software package. To facilitate the request, the current NEC 2400 PBX at the Utilities Administration Complex will need to be upgraded to an 8500 PBX. This migration will allow for the installation of an NEC UCB package which is inclusive of an enhanced call center application and IVR. The Contractor will be responsible for integration of the IVR to the Ventyx system for reading and writing data as necessary. For this project, the Contractor will upgrade the existing NEAX 2400 IPX PBX to a NEAX 8500 PBX; furnish and install the NEC UCB Automated Call Distribution /Integrated Voice Response system. The County owned AVST voice mail system shall also be integrated as a functional part of the Contractors installed system.

The system installation will take place at the Manatee County Utilities Administration Building 66th St. West, Bradenton, Florida.

### A.03 GENERAL REQUIREMENTS

- a. The Contractor will provide a turnkey system which includes but is not limited to: installation; integration; testing; and training. The delivered system will include all rights to use licenses for all software components required for system operation, including IP stations. The installed system will include two complete sets of full system documentation.
- b. The system is to be delivered, installed, and tested within sixty (60) calendar days after receipt of a signed agreement.
- c. The installed system will have a minimum one (1) year warranty on all parts and labor. Warranty will start upon system acceptance.
- d. Training will be provided on all functional system components.
- e. All subcontractors will meet all certifications stated in this Scope of Service.

## A.04 SPECIFIC REQUIREMENTS

### Hardware and Installation Services

- a. Upgrade of the NEAX IPX 2400 to NEAX 8500 latest release.
- b. Reuse existing trunk, station and bus cards where applicable.
- c. Furnish and install the upgraded hardware and software as specified.
- d. Build ACD splits, agents, queues, prompts to match current system configuration.
- e. Provide and install ACD client software that is used to monitor status of agents, calls in queue and provides agent control of call via the PC.
- f. Install and integrate IVR to Ventyx software application (see IVR specifics)
- g. Build auto attendant call processors and menu trees as specified.
- h. Users within the county telephone number plan must be capable of reaching any other county extension in the county number plan.

### IVR Specifications

It is the responsibility of the Contractor to collaborate with the designated County representative(s) to develop an IVR call flow. The Contractor will be required to communicate with Ventyx personnel at the appropriate time on system interface design and application testing.

The customer requires a self-service system to handle frequently accessed services including but not limited to:

- Caller Identification and Entitlement
- Account Information
- Voice Response
- Fax Response
- Email Response
- Account Payment
- E-Check
- Credit Card
- Automated Delinquency Notification
- CTI Screen Pops to Ventyx Customer Suite

## **Call Center**

The UCB modules work in conjunction with the call center to offload frequently requested tasks with the IVR and when callers choose to speak with an agent a CTI Screen Pop is provided based on caller ID or caller entered digits. The project includes installation and configuration of desktop agent software for viewing call status and control.

## **IVR and CTI Screen Pops**

The functionality initially provided by the IVR system is:

- Caller Identification, Entitlement and language selection
- Account Information
- Balance
- Past billing information
- Past payment information
- Next billing information
  - Provided within the IVR
  - Provided to a known or entered fax number
  - Provided to a known email address

### **Account Payment**

- Credit Card
- E-Check
- Via standard SSL Payment gateway

### **Delinquent Account Notification**

- Automated Outbound Calling
- Account Status Message
- Access to Call Center or to payment gateway

### **IVR Reporting**

- Traffic Analysis
- Chosen option analysis
- Transfers to Call Center

### **CTI Screen Pops**

- Ventyx Customer Suite
- Web Based solution

## Installation Requirements

- a. Test all CCIS and trunks interconnecting County telephone switches through the IPX. Change any data base at any of the County existing NEC 2000 or 2400 PBX to work with IPX data base as may be required.
- b. Contractor shall be responsible for any wiring of the system to the MDF, including station and trunk cross connects and complete installation / designation of all telephones.
- c. Test UCB call center for proper operation including call queuing, routing, distribution and reports.
- d. Test UCB IVR for proper operation including call flow, account queries, payments, etc.
- e. The NEC IPX shall work seamlessly to integrate with AVST CallXpress and AimWorx systems, without loss of features or functionality.
- f. The system shall be new, not used or refurbished, current production model, not a beta production or discontinued product, delivered turnkey with all components fully operational, installed, programmed and tested to fulfill the County's requirements. Any additional equipment required, but not specifically stated herein, for installation shall be provided by the Contractor without claim for additional payment with the understanding that a complete operating system shall be furnished.
- e. The County's normal working hours are 8:00 am to 5:00 pm, Monday through Friday, with the exception of legal holidays. System cut over will be on a Friday after 5:00 pm.
- f. System acceptance shall be accomplished in conjunction with County staff and in accordance with Exhibit "1", Acceptance Test to this Scope of Service. The verification of system operation and functionality shall include both a mechanical inspection and an appropriate test to verify functional component performance.
- g. A thirty (30) day successful performance period after cut over shall be required before system acceptance.

## Warranty Requirements

The proposed system including all equipment, parts, and software provided shall be warranted for a period of no less than one (1) year from system acceptance. This warranty

shall provide for all parts and labor required to service equipment during the warranty as a result of equipment defect or malfunction. Maintenance services provided during the warranty period shall meet the requirements as specified herein.

#### Maintenance Requirements

- a. Field technicians shall be NEC and AVST certified and trained to perform preventive and corrective maintenance procedures on the specified system.
- b. The field technician response time per reported incident is four (4) hours to the County site for major system failures. Major system failures may include partial or total loss of intra-system call processing functions and or failure of PSTN interface modules. Minor system affecting troubles shall have a response time per incident of twenty-four (24) hours on site. Minor troubles are defined as malfunctions of the system to perform as required without loss of telephone service to County users.



## Exhibit "1" to Scope of Service Acceptance Test

An IVR development project requires the thorough testing of the application prior to its installation in a live environment. The following are recommended test areas.

- **IVR Program Flow Test** - Are all of the IVR phone key paths fully functional? Is the user directed to the proper response when a phone key response is entered?
- **IVR Voice Recordings Verification** - This step requires that every voice recording that is played to the user is fully functional and plays the complete message as designed.
- **IVR Error Condition Tests** - If the user hits the wrong phone key, how does the IVR respond? Is the error message played to the user sufficiently clear and does the user know how to proceed?
- **Database Access Test** - Does the IVR retrieve the proper information over the network or from the internet? Are there failsafe procedures in place to ensure the proper information is accessible?
- **Disabled Communications Test** - If a communications breakdown occurs during any phase of the IVR process, is the user given an appropriate warning and does the IVR recover properly from a transaction update?
- **Text To Speech Test** - Does the text to speech converter work properly with the supplied information retrieved? How does the converter respond under heavy usage?
- **Database Update Test** - During an IVR transaction, is the information submitted by the user properly updated in the database? Is the data saved and readily retrievable?
- **Payment Transactions** - Are payment transactions accepted and processed correctly?
- **System Load Test** - Does the IVR computer system perform properly when subjected to a heavy load of calls? Is the system configured properly to handle expected peak loads? Are all of the IVR components (recordings, text to speech, network access) capable of performing under extreme call volumes?
- **Intuitive IVR Logic Test** - Does the IVR perform in a manner that allows the intuitive user to understand the prompts and navigation? Is the system self-correcting and can the user start over or return to a prior response without terminating the transaction?

- **Call Transfer-** Are callers transferred correctly to customer service agents if selected and is customer information sent with call.

**ATTACHMENT "B"**  
**COMPENSATION AND PROJECT SCHEDULE**

Manatee Cnty-Utilities  
 SCHEDULE "A" - Itemization of Equipment  
 UNIVERGE SV8500 w/ UCB 50, CallBack and IVR  
 December 1, 2009

Installation Address:  
 4410 66th Street West  
 Bradenton, FL 34210

Project Investment



**Equipment Schedule**

Part No.	Qty.	System Equipment	Description	Unit	Extended
8510000	1	SV8500 DVD	SV8500 DVD	\$ 34.76	\$ 34.76
8510003	1	85-103 S2 MAIN SYSTEM	ISDN, QSIG, ACD, OAI, SIP/WLAN Licenses	\$ 3,128.09	\$ 3,128.09
8510100	1	SV8500 GENERIC SOFTWARE LICENSE	Generic Software License	\$ 148.76	\$ 148.76
8510401	1	SV8500 CCIS/FCCS NETWORK OPTION	CCIS/FCCS Networking License	\$ 4,445.36	\$ 4,445.36
8510800	94	SV8500 IP ENDPOINT LICENSE	IP Dterm EndPoint License	\$ 79.24	\$ 7,448.56
8510900	12	SV8500 SP SOFTPHONE LICENSE	SoftPhone Concurrent User Lic. - 1 per SP30	\$ 153.62	\$ 1,843.44
8510975	34	SV8500 P2P CCIS (1CH) LICENSE	IP Peer-to-Peer CCIS Trunk - 1 per Channel	\$ 182.82	\$ 6,215.88
8510999	5	SV8500 384 PORT CAPACITY OPTION	GC Hardware/Software License	\$ 3,128.09	\$ 15,640.45
8520000	1	UNIVERGE SV8500 CHASSIS	T30 CPU and Control Interface Chassis - 3U	\$ 3,197.60	\$ 3,197.60
8520001	1	SCF-CP00-A	CPU	\$ 11,069.95	\$ 11,069.95
8520004	1	SN1753 PWRMAC	DC Power module	\$ 1,581.42	\$ 1,581.42
8520005	1	SCG-PC00-A	EMMA	\$ 1,965.49	\$ 1,965.49
8520006	1	SCG-M00-A	EMMA Sub1 for IMG/MMG	\$ 813.30	\$ 813.30
8520008	1	SCG-GT00-A	GATE for IMG	\$ 1,152.19	\$ 1,152.19
8520010	1	SCG-IO00-A	4 Port IOC	\$ 1,784.75	\$ 1,784.75
8520011	3	UNIVERGE SV8500 PIR	SV8500 Gateway Chassis (8U)	\$ 3,027.29	\$ 9,081.87
8520014	1	UNIVERGE SV8500 FANU(V)	FAN unit for DC power sourced GC	\$ 1,671.79	\$ 1,671.79
8520016	1	SN1749 BASEUD-A	Base Unit for a DC system	\$ 1,061.82	\$ 1,061.82
8520021	1	SV8500 SPARE FUSE-A	SV8500 Spare Fuse-a	\$ 296.82	\$ 296.82
8520025	1	CF-2G-A PROGRAMMED	Compact Flash	\$ 474.43	\$ 474.43
8522000	1	PH-SW10-A	Time Division Switch Card with Tone Gen.	\$ 1,521.64	\$ 1,521.64
8522002	2	PH-PC36	Interface to LINE/TRUNK Cards	\$ 810.52	\$ 1,621.04
8522004	3	PA-PW55-C	DC-DC Power Unit for PIM, APM & MISCM	\$ 742.40	\$ 2,227.20
8522008	1	SPA-8RSTAD-A	8 Circuit DP/PB Register/Sender Trunk Card	\$ 1,800.39	\$ 1,800.39
8522009	1	SPA-8RSTAE-B	8 Register & 8 Sender Circuit Trunk	\$ 2,182.71	\$ 2,182.71
8524008	1	SPA-PRTC-B	ISDN Primary Rate Interface Trunk Card	\$ 5,433.14	\$ 5,433.14
8524012	1	SPA-32IPPADA	32 Channel IP PAD w/ Comp. or Encryption	\$ 12,298.94	\$ 12,298.94
8528000	1	PIR BUS-MUSIC CA-A	Internal BUS/MOH Cable for BUGC (170mm)	\$ 180.73	\$ 180.73
8528002	1	D15 ST-FF CA-A	External MOH Cable	\$ 158.15	\$ 158.15
8528004	1	D37-SC50 CA-A	External BUS Cable	\$ 325.32	\$ 325.32
8528005	1	D15F EXALM CA-A	External ALM/MOH Cable	\$ 198.81	\$ 198.81
8528006	2	D15 ST CA-A	External ALM Cable	\$ 151.36	\$ 302.72
8528008	2	D25 CRS CA-A	External MUX Cable	\$ 216.88	\$ 433.76
8528010	4	MT24-D25 CA-A	Internal TSW/MUX Cable	\$ 146.85	\$ 587.40
8528015	3	3P PWR CA-A	Internal PWR Cable for PW55	\$ 45.18	\$ 135.54
8528017	1	SV 4PORT CA-A	Dedicated Cable (4port) for IOC PKG	\$ 542.20	\$ 542.20
8528019	1	SV8500 GC POWER CABLE KIT - DC-DC	Gateway Cabinet Cable Kit	\$ 86.89	\$ 86.89
8528020	1	D15 ST CA(S)-A	External ALM Cable	\$ 158.15	\$ 158.15
8528400	1	2400 RS-232C CA-1	RS-232C Cable (DTE Side)	\$ 88.28	\$ 88.28
8528402	1	2400 RS-232C CA-3	RS-232C Cable-3 for Connection via MODEM	\$ 88.28	\$ 88.28
8535003	2	CHIP KIT SP-3521 (16LCBH-B PROG-A)	Firmware Chip Kit	\$ 208.54	\$ 417.08
8535070	1	CHIP KIT SP-3298 (DLI PROG-A)	Firmware Chip Kit	\$ 83.42	\$ 83.42
8535103	1	CHIP KIT SP-3935 (16ELCJB PROG-L)	Firmware Chip Kit-Series i	\$ 521.35	\$ 521.35
8535270	2	CHIP KIT SP-3029 (24PRTBA PROG-B)	Firmware Chip Kit	\$ 166.83	\$ 333.66
8535300	2	CHIP KIT SW-054 (8RSTJ PROG-A)	Firmware Chip Kit	\$ 83.42	\$ 166.84
8535381	1	CHIP KIT SP-3281 (CS33 PROG-A)	Firmware Chip Kit	\$ 83.42	\$ 83.42
8535400	1	CHIP KIT SW-450 (1PPAD PROG-E)	Firmware Chip Kit	\$ 417.08	\$ 417.08
8540091	1	SV8500 REPLACING MMG SYSTEM	SV8500 System Replacement	\$	\$
8540100	1	SV8500 LICENSE TRANSFER	Transfer Existing Licenses	\$ 3,475.65	\$ 3,475.65
0221765	1	Dterm SP30 SOFTWARE CD	SP30 SoftPhone Client Software CD	\$ 73.06	\$ 73.06



Manatee Cnty-Utilities  
 SCHEDULE "A" - Itemization of Equipment  
 UNIVERGE SV8500 w/ UCB 50, CallBack and IVR  
 December 1, 2009

Installation Address:  
 4410 66th Street West  
 Bradenton, FL 34210



**Equipment Schedule**

Part No.	Qty.	System Equipment	Description	Unit	Extended
391961	1	MA4 90 DAY TRIAL PROMO	MA4000 90 Day Trial Promotion	\$	\$
390000301	1	MNT MULTI YEAR CONTRACT 1 YEARS	NEC Software Assurance Plan	\$	\$ 4,718.00
50120-507	1	QUAD 19" x 7' RACK ( 3" BLACK)	Equipment Rack - Four Post	\$	\$ 915.34
40074-700	2	19" SINGLE-SIDED SHELF (BLACK)	Equipment Shelf - 19 inch	\$	\$ 251.44
Qty.	UCB/IVR System Equipment	Description	Unit	Extended	
0225316	1	UCB 5.0 CORE SW KIT	UCB System software	\$	\$ 76.14
542216	2	EXPRESS5800 120RJ-2/WIN2K3 STD/SILVER	NEC 5800 120RJ Windows Server 2003 SP2	\$	\$ 5,091.46
0221410	1	D/4 PCI-E 4 Port Analog Board.	UCB Analog FAX Bd.	\$	\$ 1,060.18
0225200	50	UC4B PER USER LICENSE	UCB User Licenses	\$	\$ 18.46
0225201	1	CT CONTROL-5 USER BASE	UCB ACD User License Base 1-5	\$	\$ 5,631.97
0225202	9	CT CONTROL-5 USER AO	UCB ACD User License Add-On 6-xx	\$	\$ 1,575.84
0225204	1	AGENT DESKTOP-5 USER BASE	UCB Desktop User License Base 1-5	\$	\$ 3,967.30
0225205	9	AGENT DESKTOP-5 USER AO	UCB Desktop User License Add-On 6-xx	\$	\$ 1,575.84
0225207	1	CUSTOM ANNOUNCE-4 PORT BASE	UCB Announcement Port License	\$	\$ 7,323.18
0225208	1	CUSTOM ANNOUNCE-4 PORT AO	UCB Announcement Port License Add-On	\$	\$ 2,446.83
0225210	1	CALLBACK-PER SITE LICENSE	UCB Callback Site License	\$	\$ 10,159.93
0225214	1	FAX QUEUING - 1 USER	UCB Fax Queuing - 1 User Base	\$	\$ 5,005.56
0225224	1	IVR-4 PORT BASE	UCB IVR Ports 1-4	\$	\$ 8,157.25
0225225	5	IVR-4 PORT AO	UCB IVR Ports 5-xx	\$	\$ 3,570.45
0225236	1	NEC SOFT PORTS ENABLED (FIRST 4 PORTS)	UCB IP Announcement Port Interface 1-4	\$	\$ 696.79
0225237	7	NEC SFT PTS ENABLED (PER AO 4 PORTS)	UCB IP Voicemail Port Interface 5-xx	\$	\$ 927.51
0225264	1	AUTODIAL IVR PLUG-IN	UCB IVR Autodial Plug-In	\$	\$ 7,416.62
0225308	1	WEB BROWSER INTFCE SERVER LICENSE.	UCB Web Browser Server License	\$	\$ 2,781.38
0225309	50	WEB BROWSER INTFCE PER USER LICENSE.	UCB Web Browser User License (1)	\$	\$ 92.29
0220500301	1	MNT UCB/QM 1-YEAR CONTRACT	NEC UCB Software Assurance Plan	\$	\$ 17,224.48

**Services / Warranties**

System Engineering	System Configuration / Design	Included
Installation / Labor / Programming	System Installation / Testing	\$ 116,756.61
End User Training	System/Voicemail Training for End-Users	Included
Cabling	Customer Provided Cabling and Protection	N/A
SeTeL Warranty	One Year Parts and Labor on the above Listed Eq.	Included

**Sub Total:** **\$372,018.94**  
**SeTeL/Manufacture System Discount:** **(\$81,707.62)**

**Total System Investment (plus applicable taxes):** **\$290,311.32**  
 Pricing is Valid for 30 days from Proposal date.

The above price is based on the RFP for the IVR Application requested by Manatee County to Southeastern Telecom, Inc.  
 This includes the meetings / discussions on September 8th and 21st for the IVR Call Flow for Manatee County Utilities Dept.  
 Any revisions or additions to the original RFP or the SeTeL listed remarks, found in the Schedule A proposal,  
 may be subject to a revision to the Scope of Work and price adjustment  
 The SV8500 and UCB/IVR has been reconfigured to be installed at Manatee County Utilities Department Building.



Customer Initials \_\_\_\_\_  
 Date \_\_\_\_\_

Manatee Cnty-Utilities  
 SCHEDULE "A" - Itemization of Equipment  
 UNIVERGE SV8500 w/ UCB 50, CallBack and IVR  
 December 1, 2009

Installation Address:  
 4410 66th Street West  
 Bradenton, FL 34210

Project Investment



**Options:**

Qty.	SV8500 System Equipment	Description	
8524008	1 SPA-PRTC-B	ISDN Primary Rate Interface Trunk Card	\$5,433.14
8524012	1 SPA-32IPPADA	32 Channel IP PAD w/ Comp. or Encryption	\$12,298.94
<i>The above SV8500 Equipment is included in the System Package Proposal and Includes the Installation and Warranty</i>			
Qty.	UCB/IVR System Optional Equipment	Description	
0225229	1 EMAIL QUEUING DESKTOP-1 USER BASE	UCB Email Queuing Desktop Software	\$5,005.56
0225230	5 EMAIL QUEUING DESKTOP-5 USER AO	UCB Email Queuing Desktop - 25 User Licenses	\$11,588.11
0225220	1 WEB CHAT 1 USER BASE LICENSE	UCB Web Chat Software	\$5,005.56
0225221	5 WEB CHAT-5 USER AO	UCB Web Chat - 25 User Licenses	\$11,588.11
<i>The above UCB Optional Equipment is for the Basic Software and Licenses ONLY, It Excludes Installation and Warranty</i>			
Yr.	Optional SV8500 Software Support	Yr.	Optional IVR Script Support
	1 Included	1	Included
Multiple 1.03	2 \$4,859.54	2	\$12,020.10
Multiple 1.03	3 \$5,005.33	3	\$12,380.70
Multiple 1.03	4 <u>\$5,155.48</u>	4	<u>\$12,752.12</u>
	Total \$15,202.35		Total \$37,152.92
Yr.	Optional UCB Software Support		
	1 Included		
Multiple 1.03	2 \$17,741.21		
Multiple 1.03	3 \$18,273.45		
Multiple 1.03	4 <u>\$18,821.65</u>		
	Total \$54,836.31		

**Remarks**

A SeTeL Pre-Sale Data Assessment is required for the VoIP/LAN/UM Applications prior to the Final Proposal Signatures

The Customer is to provide the provide an appropriate location for the equipment, Dedicated Electrical Service, UPS, Inside Wiring from the MDF to the Desktop. If Applicable, the Data Network Connectivity, Equipment, QOS, PoE Switches, Anti-Virus Software and Microsoft Service Pack releases must be approved by the Applications Provider prior to being installed by the Customer.

The pricing (in US Dollars and do not include taxes) presented herein is NONBINDING Budgetary Pricing and is subject to changes in price, scope or interpretation without notice. Any final project (Project), to which the parties may agree shall be created and signed by both parties without any reference to this Budgetary Pricing.

An Agreed upon Scope of Work will be developed to define the Responsibilities for the Customer, SeTeL and Third Party Vendors. Delays incurred as a result of the unavailability of information, Customer, or Customers Vendor-provided equipment, service, or personnel will be billed in addition to the above stated cost at the predefined Southeastern Telecom (SeTeL) Moves, Adds or Change (MAC) Rates. Any other modifications to the agreed upon Scope of Work may result in additional costs being incurred by the customer.

"Database Disclaimer" - The customer is responsible for maintaining and storing their own database. This would include all phone systems and servers. If there is a loss of database for any reason, SeTeL will re-load a customer provided database at current time and material rates. This would apply to all customers including contracted ones. If the database backup is not provided, corrupted or "out of date" and requires extensive reprogramming, then SeTeL will reprogram the database at the stated cost at the predefined Southeastern Telecom (SeTeL) Moves, Adds or Change (MAC) Rates.

Southeastern Telecom



Member Since  
**NEC**  
 NEC United Solutions, Inc.



Customer Initials \_\_\_\_\_  
 Date \_\_\_\_\_



Southeastern Telecom, Inc.

### Manatee county Utilities UCB –IVR Installation Breakdown

Check-In Equipment	\$640.00
Assemble SV8500	\$2,560.00
Burn-In SV8500	\$8,032.00
Collection Database SV8500	\$3,200.00
Check –In UCB	\$480.00
Discussion UCB Key Data	\$1,600.00
Collection UCB Database	\$3,200.00
Program UCB Database	\$2,400.00
UCB Training Manatee County	\$4,000.00
Equipment Delivery/Inventory	\$1,600.00
Pre-Installation	\$1,600.00
SV8500/UCB Cutover	\$3,600.00
Post support on site	\$4,000.00
<b><u>NEC Unified Solutions Professional Services</u></b>	
Custom UCB IVR Development	\$61,300.00
UCB Autodial Delinquency Development	\$6,700.00
UCB IVR Deployment	\$5,500.00
UCB Autodial Deployment	\$3,700.00
Maintenance	<u>\$10,200.00</u>
Sub – Total	\$127,512.00
Less Discount	<u>&lt;10,755.39&gt;</u>
<b>Total</b>	<b>\$116,756.61</b>

## **Manatee Government Utilities**

### **NEC SV8500 with UCB ACD and IVR Application Installation Schedule**

The following installation schedule is based on receipt of the purchase order from Manatee County by December 31, 2009.

#### **Phase I Install NEC SV8500 and UCB ACD**

January 1, 2010	Receipt of purchase order from Manatee County
	Process and place order with NEC Texas
	3-4 week delivery (Based on no backorders)
January 18, 2010	Receipt of NEC equipment
	Begin Staging – Burn In – Lab Test
January 25, 2010	Begin equipment delivery and final inventory on site
January 27, 2010	Begin equipment pre-installation on site
February 3, 2010	Begin UCB Training (5 Days)
February 12, 2010	Begin System Cut Over Weekend (2 Days)
February 15, 2010	Begin on site Post Support (5 Days)
February 19, 2010	Customer sign off for Phase I – Invoice – Payment

#### **Phase II Install UCB IVR with NEC Pro Services**

January 1, 2010	Receipt of purchase order from Manatee County
	Begin Discovery Phase and Development of Scope of Work with NEC Pro Services and Manatee County (2 Weeks)
January 18, 2010	Acceptance of Scope of Work (SOW) by Manatee County
February 22, 2010	Begin Database Testing Internal (1 Week)



March 1, 2010	Begin Installation Software PBX/ACD/IVR Testing and Integration (4 Weeks)
April 1, 2010	Cutover Testing (3 days)
April 5, 2010	Post Support Complete Installation (1 Week)
April 12, 2010	Customer sign-off Final Payment

The above information is based on the anticipated receipt of a purchase order from Manatee County by December 31, 2009. Any delays of receipt of the purchase order will impact schedule accordingly. Also, assumptions have been made that Manatee County personnel are available for the dates assigned. SeTeL is not responsible for delays incurred due to manufacturer back ordered equipment and availability at the time of order.

**ATTACHMENT "C"**  
**SPECIAL CONDITIONS**

1. This agreement may be expanded by the mutual agreement of the parties
2. Compensation payable to Consultant for services rendered and expenditures incurred in providing the services identified in Attachment "A".
4. The fee shall be the total compensation for the services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits, operating margin and subcontractor costs.
5. Consultant shall provide County with invoices not more frequently than once a month for each calendar month in which services are provided.
6. Consultant's invoice shall be in a form acceptable to County, provide specific details with respect to actual service units and/or hours of work incurred and include other such detail as may reasonably be requested by County.
7. Any penalty for delay in payment shall be in accordance with the Florida Prompt Payment Act (Section 218.70, et seq., Florida Statutes).

**ATTACHMENT "D"**  
**INSURANCE CERTIFICATE**



SOUTTEL-02

SIRO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2009


<b>PRODUCER</b> First Horizon Insurance Group 3401 West End Ave. Suite 600 Nashville, TN 37203-1086	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Southeastern Telecom, Inc. 500 Royal Parkway Nashville, TN 37204	INSURER A: <b>OneBeacon Insurance</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

### COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	711011478	8/1/2009	8/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	711011478	8/1/2009	8/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	711011478	8/1/2009	8/1/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	406030016	8/1/2009	8/1/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

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

<b>CERTIFICATE HOLDER</b> Manatee County Government 1112 Manatee Avenue West Bradenton, FL 34205-	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

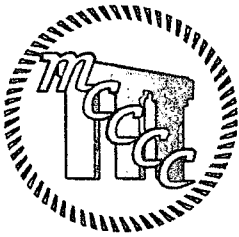
**IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



**Manatee County**

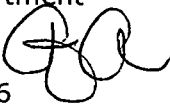
**R.B. "Chips" Shore**

**Clerk of the Circuit Court and Comptroller**

P.O. Box 25400 • Bradenton, Florida 34206 • (941) 749-1800 • FAX (941) 741-4082 • [www.manateeclerk.com](http://www.manateeclerk.com)

**DATE:** January 8, 2010

**TO:** Southeastern Telecom  
5439 Beaumont Center Boulevard, Suite 1000  
Tampa, FL 33634

**FROM:** Clerk of the Court  
Board Records Department  
Quantana Acevedo  
P. O. Box 25400  
Bradenton, FL 34206 

**RE:** Agreement -  
**NEC SV8500 with UCB ACD and IVR Application System**

**ACCEPTED:** In open session by the Board of County Commissioners, Manatee  
County, Florida, on January 7, 2010.

**cc:** Board Records  
Frank Lambertson, Purchasing (via email)  
RBS/SGR/qa

"Pride in Service with a Vision to the Future"

Clerk of Circuit and County Court - Clerk of Board of County Commissioners - County Comptroller, Auditor and Recorder

# MEMORANDUM



Financial Management Dept  
Purchasing Division  
1112 Manatee Ave W, Ste 803  
Bradenton, FL 34205

MANATEE COUNTY  
FLORIDA

Phone: 941.749.3014  
Fax: 941.749.3034  
[www.mymanateec.org](http://www.mymanateec.org)

**To:** Board Records, Clerk of the Circuit Court  
**From:** Frank Lambertson, Contracts Negotiator, Purchasing Division  
**Date:** December 21, 2009  
**Subject:** Consent Agenda – Clerk's Consent Calendar

The attached Agreement is forwarded for inclusion in an upcoming Board of County Commissioner Consent Agenda, Clerk's Consent Calendar.

Authority to execute a contract per Manatee County Code of Law, Chapter 2-26, and per the delegation by the County Administrator effective August 10, 2009.

Instruction to Board Records:

Original to Board Records, and:

Southeastern Telecom, 5439 Beaumont Center Blvd., Suite 1000, Tampa, FL 33634

Should you have any questions, please call Frank Lambertson at ext. 3042.

RECEIVED  
DEC 23 2009  
BOARD RECORDS

ACCEPTED IN OPEN SESSION

JAN 07 2010

Enclosure: Agreement (two originals)

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA