

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20050379

**1. ACTION REQUESTED/PURPOSE:** Approve Bid Waiver # W-050337 to waive the formal quotation procedure and allow the Public Safety Division to purchase a Positron Power Map with Workstation and 60 months of maintenance from Sprint-Florida, Inc. This is an upgrade to existing 9-1-1 equipment located at the Sanibel Police Department. The request is for funds from the 9-1-1 User Fee for a not exceed amount of \$160,000 over 60 months. A bid waiver has been requested, as Sprint-Florida, Inc. is a sole source vendor for the 9-1-1 equipment. Funding will come from the individual divisions budget and they will be responsible for monitoring their own expenditures.

**2. WHAT ACTION ACCOMPLISHES:** Provides the Sanibel Police Department with the ability to receive and map wireless (cellular) 9-1-1 callers' location as mandated by the FCC in its Order on Enhanced 9-1-1 (Docket#94-102).

**3. MANAGEMENT RECOMMENDATION:**

<b>4. Departmental Category:</b> <u>ATA</u>		<b>5. Meeting Date:</b> <u>05-03-2005</u>
<b>6. Agenda:</b> <input type="checkbox"/> Consent <input checked="" type="checkbox"/> <b>Administrative</b> <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>	
	<input type="checkbox"/> Statute	<b>8. Request Initiated:</b> Commissioner _____ Department _____ Division <u>Public Safety</u> By: <u>John Wilson</u>
	<input type="checkbox"/> Ordinance	
	<input checked="" type="checkbox"/> <b>Admin. Code</b>	
	<input type="checkbox"/> Other	

**9. Background:** On March 8, 2005, the Division of Purchasing received a request from the Division of Public Safety to waive the formal quotation procedure to allow for the purchase of a Positron Power Map with Power Workstation from Sprint-Florida, Inc.

Account String: KF5290115202.506410 Wireless Func

- Attachments: (1) Division Request for a Waiver  
 (2) Justification for Sole Source Waiver  
 (3) Sole Source Letter from Sprint-Florida, Inc.  
 (4) Sprint-Florida, Inc. Quotation

**10. Review for Scheduling:**

<b>Department Director</b> <i>4-12-05 Michael Sledge</i>	<b>Purchasing or Contracts</b> <i>4-14-05 [Signature]</i>	<b>Human Resources</b>	<b>Other</b>	<b>County Attorney</b> <i>[Signature]</i>	<b>Budget Services</b> <i>CAAM 4/17/05</i>	<b>County Manager/P.W. Director</b> <i>[Signature]</i>
				<b>Analyst</b> <i>[Signature]</i>	<b>Risk</b> <i>[Signature]</i>	<b>Grants</b> <i>[Signature]</i>
				<b>Mgr.</b> <i>[Signature]</i>		

**11. Commission Action:**

- Approved  
 Deferred  
 Denied  
 Other

Date: 4/14/05  
 Time: 11:00  
 Forwarded To: Admin. 4/14/05

RECEIVED BY COUNTY ADMIN:  
4-14-05  
4:45 pm  
 COUNTY ADMIN FORWARDED TO: [Signature]  
4-19-05  
2:45 pm

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Division of

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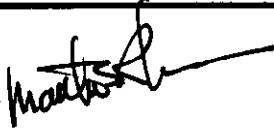
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Public Safety

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# MEMO

**To:** Janet Sheehan, Purchasing Director  
**From:** Matt Rechkemmer, E-911 Program Manager   
**Subject:** Request for Bid Waiver: Power Map with Power Workstations  
**Date:** March 8, 2005

The purpose of this memo is to request your assistance in preparing a Blue Sheet to the Board.

**The action requested** is for Board approval to **waive the bid process** for \$110,000.00 from 9-1-1 User Fee "wireless funds" to purchase a Positron Power Map with Power Workstations from **Sprint-Florida, Inc.** The proposed contract includes maintenance on the equipment which is for 60 months after the first year warranty at \$11,542.56 per year (total \$46,170.24). This is an upgrade to the existing the 9-1-1 equipment: Positron IAP Plus Workstation located at the Sanibel Police Department.

**This action is necessary** because the expenditure is over \$50,000 and any expenditure exceeding \$50,000 requires Board approval. The total amount of the contract is not to exceed \$160,000 over 60 months.

**What this action accomplishes** is to provide the Sanibel Police Dept 9-1-1 PSAP with the ability to receive and map wireless (cellular) 9-1-1 callers' location as mandated by the FCC in its Order on Enhanced 9-1-1 (Docket #94-102). The new Power Mapping system features encryption de-coding for longitude and latitude providing for Phase 2 cellular phone location.

**Background:**

**Sprint-Florida, Inc.** is the sole provider and maintenance for Positron 9-1-1 PSAP equipment and a deregulation order by the Public Service Commission has set aside the 9-1-1 equipment and allowed it to remain as a regulated tariff offering. An upgrade to the Sanibel Police Department 9-1-1 PSAP equipment is required to provide the same level of service throughout the county's 911 System. The Lee County SO, Lee Control, Cape Coral and Ft Myers Police Departments currently are in compliance with the FCC mandate through the Lee County E 9-1-1 (User Fee) Program.

This upgrade is vital to the 9-1-1 System for **cellular technology**, which will require tactical mapping capabilities. Visitors to Lee County and residents alike account for nearly 50% of the 9-1-1 calls during season. The new 9-1-1 Wireless System technology implemented by the Lee County 9-1-1 Program in 2003 includes the capability to extrapolate lat/long coordinates.

These expenditures were budgeted for in the 9-1-1 Wireless fund account.

cc: John Wilson, Public Safety Director  
Michael Bridges, Deputy Director  
Bob Franceschini, Purchasing

ATTN

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APPROVED: 7/9/02

JUSTIFICATION FOR SOLE SOURCE AND/OR WAIVER PURCHASE

Requisition Number \_\_\_\_\_

DATE 3/8/5

Department Public Safety/ E 9-1-1 Program

Business Unit KF5290115202.506410  
Wireless  
Fund

Suggested Vendor

Sprint Florida, Inc.

Item Description and Reason for Sole Source and/or Waiver:  
(may also be attached as a memo)

see memo

Technical Characteristics:

PC servers; UPS's; Monitors; Mapping Software; Integrated  
Workstations; Installation and Training.

\*\*\*\*ITG NON-SUPPORTED

Reason for Requesting Sole Source:

Item Must Match Existing Equipment, Which Is:

Positron Lifeline 100 Controller Unit

Item is a Repair Part for Existing Equipment, Which Is:

Item is to be Attached to Existing Item, Which Is:

REVISION DATE:

x Technical Characteristics of Requested Item are Essential to our Needs Because:  
Equipment is needed to provide mapping for wireless (cellular) 9-1-1 location identification

( ) No Other Manufacturer of This Type of Product Exists

( ) Other Manufacturers of This Type of Product Do Not Meet our Minimum Requirements:

Manufacturer's Name: \_\_\_\_\_

Reason: \_\_\_\_\_

Manufacturer's Name: \_\_\_\_\_

Reason: \_\_\_\_\_

Manufacturer's Name: \_\_\_\_\_

Reason: \_\_\_\_\_

( ) Other \_\_\_\_\_

Must Perform Price or Cost Analysis or Attach Negotiated Price Quote From Vendor; Letter From Manufacturer Stating Sole Source.

A) Price Analysis Performed

Based On:

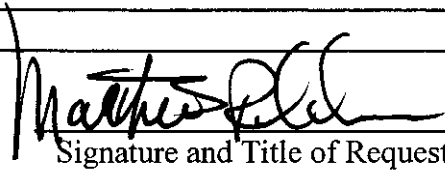
Equipment pricing is bundled with additional radio, mobile data terminals, and records management system, all of which are being purchased by the Sanibel Police Dept. This is Sprints "Best Value Plan" with incentive discounts contingent upon an all-inclusive purchase from the Sanibel Police Dept and Lee County Public Safety.

B) Cost Analysis Performed:

Based on:

Previous cost estimates on individual equipment purchase  
totaled \$143,539 versus the bundled Sprint "Best Value Plan"  
pricing of \$110,000.00

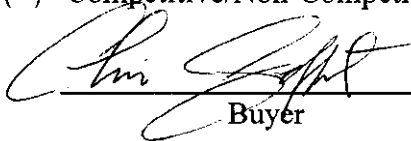
\_\_\_\_\_  
\_\_\_\_\_

 911 Program mgr  
Signature and Title of Requester

I, \_\_\_\_\_, Authorized Buyer,

Conclude the Following:

- Sole Source Justification is Adequate and Purchase is Authorized Without Competitive Bidding.
- Sole Source Justification is Inadequate and Requisition is Returned to Department.
- Due to Time Restraints Purchase is Authorized Without Competitive Bidding.
- Competitive/Non-Competitive bid waiver approved.

  
Buyer

 4-11-05  
Purchasing Director



ATTACHMENT 3

3

Stephen Fullerton  
Account Executive  
O:407-661-0027  
F:407-661-0094  
M:321-297-4651

Sprint Public Safety  
151 Southhall Lane  
Maitland Fl, 32751  
Direct Mail to:  
PO Box 165000  
Altamonte Springs Fl, 32716-5000  
Mailstop: FLMTDD0402-4057

Chris Jeffcoat  
Lee County Purchasing Department  
2440 Thompson Street  
Ft. Myers, FL 33901

Dear Chris Jeffcoat,

In response to your request referencing sole source, Sprint's statement is as follows:

Sprint is the only active distributor currently marketing and servicing Positron equipment in the Fort Myers, Florida area that can economically add and provide 24X7X365 support of the proposed upgrade to the existing Positron System in use at the Sanibel PD.

Sprint would be the sole source provider for the installation and maintenance of the upgraded system. Sprint is currently maintaining all of the E911 PSAP's in Lee County that are currently equipped with Positron Lifeline 100's. Sole sourcing the purchase through Sprint, insures that the current 24X7X365 Centurion Maintenance provided by Sprint will not be compromised nor violate any existing agreements.

Currently Positron products are not available via state contract and presently Sprint is the only vendor servicing and supporting Positron products in the Sprint franchised territories.

Positron Public Safety Systems is a global leader in end-to-end communications solutions for emergency call-handling and dispatching and has been partnering with Sprint in their local service area for over 15 years.

The Positron Power Product set is Positron's flag ship call-taking product, engineered to deliver the most comprehensive set of 9-1-1 call handling functionality to public safety agencies.

It provides an advanced feature-set that includes sophisticated line handling capabilities, telephony functionality as well as the ability to manage multiple E911 lines. Positron's growing computer-telephony product family also includes Power 911, Power CAD, Power Map, Power MIS, Power Radio, Power Mobile and Power RMS.



We help your business do more business™



Thank you for the opportunity to be of service and if I may be of any further assistance please feel free to call me at 407-661-0027

Sincerely,

Stephen P. Fullerton  
Account Executive  
Sprint Public Safety



03/31/05

To whom it may concern,

Please be advised that in Southwest Florida Sprint is currently the only vendor in Lee County that has Positron certified technicians and support personnel.

Since Sprint is the sole provider of the network infrastructure and database, Sprint is the only vendor currently selling and supporting Positron Public Safety Systems solutions for Lee County.

Alan Woods  
Regional Sales Manager, Florida  
Positron Public Safety Systems  
1745 Phoenix Blvd Suite 250  
Atlanta GA 30349  
awoods@positron911.com  
office: 770-996-0055  
mobile: 678-787-4247  
fax: 770-996-0091





Service & Equipment Agreement

CONTRACT# 05SPFN69EVNH

CUSTOMER ADDRESS:

Name E911 Lee Co./Sanibel PD		
Street Address 800 Dunlop Rd		
City Sanibel	State FL	ZIP 33957
Site Contact Matt Rechemmer	Site Contact Phone (239) 335-1608	

BILLING ADDRESS:

Name E911 Lee Co./Sanibel PD		
Street Address 800 Dunlop Rd		
City Sanibel	State FL	ZIP 33957
Billing Contact Matt Rechemmer	Billing Telephone No. (239) 335-1608	

This Service & Equipment Agreement ("Agreement") dated February 8, 2005 between Sprint - Florida Incorporated hereinafter "Sprint" and E911 Lee Co./Sanibel PD ("Customer"). This Agreement sets forth the terms and conditions for the provision of certain telecommunications services and/or equipment by Sprint to Customer.

The contract price will be paid as follows:

<b>Purchase Price*</b>	
Total Equipment and Installation	\$110,000.00
<b>Payment Terms (for Equipment only)</b>	
Down Payment Due	\$0.00
Amount Due Upon Delivery of Equipment	\$0.00
Amount Due Upon Customer Acceptance	\$110,000.00

\* The Purchase Price does NOT include any sales, use, excise, property, or other taxes. Applicable taxes will be added to the Purchase Price and appear on the invoice when it is issued.

This provision of services and/or equipment by Sprint is subject to the terms and conditions set forth in the Attachments attached hereto and incorporated herein. Customer acknowledges by his signature, that he has read and understands all terms and conditions set forth herein above and in the Attachments and Schedules as applicable. IN WITNESS WHEREOF, SPRINT and Customer have executed this Agreement or each has caused it to be executed on their behalf, on the dates indicated below their signatures. This Agreement is binding upon contract confirmation.

AGREED:

Sprint - Florida Incorporated  
Company

E911 Lee Co./Sanibel PD  
Customer Name

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

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

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

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

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

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

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

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

Address for Notices:  
Sales Administration  
900 Springmill Road  
Mansfield, OH 44906

Address for Notices:  
\_\_\_\_\_

Sales rep: Stephen P. Fullerton  
Sales rep phone: (407) 661-0027  
Sales rep fax: (407) 661-0094





SERVICE & EQUIPMENT  
AGREEMENT  
TERMS AND CONDITIONS

SCHEDULE A

**1. EQUIPMENT.** Sprint will sell and Customer will purchase the equipment ("Equipment"), consisting of hardware, software, installation, and if applicable, maintenance services and/or manufacturer provided including the attached statement of work listed on Attachment A according to the terms and conditions of this agreement and, any applicable Manufacturer Software License Agreement. Customer assumes the risk of loss or damage to the Equipment or any part thereof, from the date of its delivery to the Customer's address as identified on the face of this Agreement.

**2. PRICE AND PAYMENT TERMS.** Customer agrees to pay the total price according to the payment terms set out on the face hereof. All payments are due upon receipt of invoice and are subject to late payment charge of 1-1/2% per month, or the maximum amount permitted by law, whichever is greater, on the balance in arrears for more than (30) days from the date of the invoice. Customer will pay all sales, use, and privilege and/or excise taxes and shall reimburse Sprint for the payments if made by Sprint. Telephone number listings, access lines or other services are not included in the price, unless specifically so stated, and are the responsibility of Customer. In the event Customer repudiate, gives notice of cancellation, or otherwise breaches this Agreement, before delivery of the Equipment to the installation site, Customer will pay Sprint as fixed, settled and liquidated damages, and not as a penalty, its down payment or 25% of the Purchase Price, whichever is greater. Purchases where Sprint will not be providing installation ("Drop Ship") may not be cancelled following order placement without prior written authorization of Sprint or assignment of a return authorization number ("Call Tag Number"). Customer's payment is without right of set-off and shall not be withheld or delayed due to dispute of any nature with any other legal entity including affiliates of Seller.

**3. DELIVERY AND INSTALLATION OF EQUIPMENT**

**A. Delivery.** Sprint will use commercially reasonable efforts to provide Customer with timely delivery and, if applicable, installation. However, it is expressly understood between the parties that all stated delivery and/or installation dates are for approximation purpose only. Under no circumstances will Sprint be liable for damages, consequential or otherwise, for delays in delivery or installation.

**B. Installation/Testing.** Sprint will install the Equipment at the times and locations agreed to by the parties and according to manufacturer's specifications. Upon completion, Sprint (or Sprint's subcontractor, agent or assignee) will perform Sprint's standard testing procedures on the Equipment.

**C. Acceptance.** After testing, Sprint will notify Customer that the Equipment is installed and operating in accordance with applicable test and performance specifications, and Customer will promptly execute Sprint's acceptance document. If Customer fails to execute Sprint's acceptance document or reject Equipment in writing as unserviceable or not in accordance with the contract within seven days after the date of the system cut over or, in the case of a Customer-installed purchase, within fifteen days from the date of delivery, Customer will be conclusively presumed to have accepted the installed Equipment. If Customer timely rejects the installed Equipment as unserviceable or not in accordance with this Agreement, Sprint will have the right to cure any defects in performance within reasonable time, taking into account the necessity of procuring replacement Equipment or parts, and correcting or modifying the installation of the Equipment.

**4. CUSTOMER RESPONSIBILITIES.**

In addition to the responsibilities set forth on Exhibit A, Customer agrees that:

If installation is to be performed by Sprint, Customer will, at its expense as of the date of delivery of the Equipment to Customer's premises, and at all time thereafter during the period of installation: 1) allow employees or agents of Sprint reasonable access to premises and facilities where the Equipment is located or is to be installed, at Customer's regular business hours, to allow Sprint to fulfill its obligations with regard to the Equipment's installation or warranty; 2) from landlord/mortgage or otherwise obtain any necessary consents, approvals, licenses, and permits for installation of the Equipment on the premises.

**A.** If any part of the transaction anticipates Sprint's presence and/or upon Customer's premises, Customer will, at its expense, prior to the date of delivery of the Equipment, and at all times thereafter during the period of installation, and throughout the warranty or maintenance period, guarantee and warrant that the premises where the work is to be performed are free of asbestos (whether encapsulated or exposed), or other hazardous materials as defined by federal and state law.

**B.** If such warranty or guarantee cannot be made prior to signing this Agreement, Sprint will have the following options, in addition to any other legal or equitable remedies, should it encounter hazardous materials in the course of performing the installation or warranty work: 1) void this Agreement and retain any down payment previously paid by Customer; 2) decline to make any equipment installations in areas known or suspected of containing asbestos or other hazardous materials; 3) modify the mode of installation to avoid the contaminated or suspected area and unilaterally make an adjustment to the purchase price to reflect any increased costs of performance.

**5. LIMITED WARRANTY, DISCLAIMERS AND REMEDIES**

**A. Warranties.**

**1. Sprint Installed Equipment.** All Equipment sold and installed by Sprint is warranted against defects, material and workmanship under normal and proper use for a period of one year from the Acceptance Date. The obligation of Sprint under this warranty is limited to the repair or replacement of Equipment found to be defective with respects to manufacturer's specifications under normal and proper use. Sprint's repair or replacement of defective or failed Equipment will be the Customer's sole remedy with respects to the warranty. Sprint will provide warranty service at the Customer's installed Equipment address, including parts and labor required to service the Equipment. Returned parts will be the property of Sprint. The warranty service does not include the replacement of parts lost, stolen or damaged by negligence, acts of God, or causes other than ordinary use, nor does it include additions to, rearranges, relocation or removal of the Equipment. Any maintenance or service performed by the Customer or anyone not approved in writing by Sprint will cause this warranty to become null and void.

**2. Customer Installed Site.** If the Equipment is purchased without Sprint installation, the warranty period will be one year from date of shipment. During the warranty period, Sprint will replace defective equipment on an exchange only basis. Customer will pay the costs of packing, shipping and insuring defective items returned to Sprint.

**3. EXCEPT AS EXPRESSLY MADE HEREIN, SPRINT DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**

**B. Equipment Compatibility.** CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ENSURING THE COMPATIBILITY OF ANY EQUIPMENT NOT ACQUIRED FROM SPRINT THAT IS ADDED TO OR WHICH IS OTHERWISE USED IN CONJUNCTION WITH, THE EQUIPMENT PROVIDED BY SPRINT. USE OF NON-COMPATIBLE EQUIPMENT WILL, AT THE OPTION OF SPRINT, VOID ANY REMAINING WARRANTY AS TO ANY ITEM OR SPRINT PROVIDED EQUIPMENT WHICH IS AFFECTED BY THE NON-COMPATIBLE EQUIPMENT.

**C.** Sprint hereby disclaims any liability whatsoever for loss or damage to Customer or any other person or entity resulting from the fraudulent or unauthorized use of the Equipment purchased hereunder by parties known or unknown, including employees, agents or associates of Customer. Customer hereby expressly assumes the risk of loss associated with such unauthorized use and acknowledges that it is Customer's obligation to take all reasonable and necessary steps to protect against such loss. Customer assumes such obligation whether or not Sprint has advised Customer of the possibility of such loss, how such loss might occur or how to prevent against such loss.

**6. INDEMNIFICATION.** Each party shall indemnify and hold the other party, its officers, agents and employees, harmless from and against any claims or causes of action brought by third parties for personal injury or death to persons, or loss or damage to property (including but not limited to personal injury or property damage suffered by either Party's own employees or agents), that is the result, directly or indirectly, from the indemnifying party's negligence or intentional misconduct.

**7. FAILURE TO PERFORM.** If Customer does not pay any amount when due, or otherwise fails to perform any obligation under this Agreement, Sprint may exercise, in addition to any other remedies available to Sprint in law or in equity, either of the following options: a) cease installing the Equipment, declare all unpaid sums immediately due and payable, and retain all sums theretofore paid as a setoff against expenses incurred; or b) terminate this Agreement, retake possession of the Equipment, and retain all sums theretofore paid as a setoff against expenses incurred.

**8. SECURITY INTEREST.** Customer hereby grants Sprint a purchase money security interest in the Equipment, together with all replacements, parts, additions, repairs and accessories incorporated in it or affixed thereto, and all proceeds thereof, until all charges set forth in this Agreement (including interest, if any) are paid in full. Customer agrees to execute and deliver any documents reasonably requested by Sprint for the purposes of filing or recording, as may be necessary to perfect the security interest created by this Agreement. The parties agree that the Equipment shall remain personal property, not a part of the land or building, regardless of the manner of affixation.

**9. ASSIGNMENT.** The rights and obligations of either party shall neither be assigned nor delegated without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. However, either party may assign its rights and obligations, in whole or in part, to any parent, subsidiary, affiliate, or successor in interest, provided it gives the other party advance written notice thereof and the assignee agrees in writing to be bound by and assume all obligations and liability under the terms of this Agreement.

**10. WAIVER OF BREACH.** No waivers, whether expressed or implied, by either of the parties hereto of any breach by the other party of any of the covenants, agreements, conditions or duties of this Agreement shall operate as a waiver of any subsequent breach of the same covenants, agreements, conditions or duties.

**11. ENTIRE AGREEMENT.** This Agreement supersedes all prior or contemporaneous proposals and negotiations and constitutes the entire agreement between Sprint and Customer with respect to the purchase of the Equipment. No representations or statement not expressed herein is binding upon Sprint. Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought. Any provision of this Agreement which is in conflict with any applicable statute or regulation shall be deemed null and void to the extent that it may conflict, and all other provisions of this Agreement shall remain in full force and effect. This Agreement is deemed made and governed by the laws of the state of where the Equipment is located.

**12. MISCELLANEOUS:**

**A. Purchase Orders.** Any purchase order or terms contained therein issued by Customer shall be deemed to have been issued for its own purchasing, accounting, and other record keeping purposes only and shall not be deemed to be part of this Agreement.

**B. Force Majeure.** Sprint shall not be liable for any failure to perform any part of this Agreement due to federal, state, or local government action, statute, ordinance or regulation, strike or other labor trouble, riot or other civil disturbance, sabotage, fire, flood, lightning or electrical storm, environmental hazard, or acts of God, inability to secure the Equipment or necessary ancillary material or supplies, or, without limiting the foregoing, by any other cause, contingency, or circumstance within or without the United States not subject to its control which prevents or hinders Sprint's performance of this Agreement.

**C. Notices.** Any notice required or permitted to be given under any of the provisions of this Agreement or governing law shall be given in writing and either hand delivered or sent by first-class mail, postage prepaid, to the other party at its address on the face of this Agreement.

**D. Attorney's Fees.** In the event either party must pursue legal action to compel compliance with the terms of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and costs and allocated in-house counsel legal expenses, as well as any collection costs incurred.

**E. Credit Check.** Customer consents to a search by Sprint of its credit history and financial stability with any credit or reporting company or agency. In the event Sprint determines, in its sole discretion, that Customer fails to meet Sprint credit guidelines, Sprint may require that adequate payment assurances be provided or may terminate the Agreement.

**F. Title.** Title to the Equipment shall pass from Sprint to Customer upon Customer's payment of the Total Equipment Purchase Price and any applicable taxes of such Equipment.

**G. Third Party Beneficiary.** This Agreement shall not be construed or interpreted to create any direct, indirect or third party rights or benefits whatsoever in favor of any person or entity of any kind between any persons or entities other than the Sprint and Customer.

**H. Property of Sprint.** Customer acknowledges that Sprint shall install a data collection device and other Sprint Equipment at Customer's location to be used in performing services hereunder. All such property and Equipment shall remain the property of Sprint. Customer is purchasing only that Equipment specifically described on Attachment A hereof. At the expiration or termination of this Agreement or any service plan hereunder, Sprint shall be entitled to enter Customer's premises to remove all Sprint property.

**13. LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER PROVISIONS OF THE AGREEMENT, IN NO EVENT SHALL SPRINT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUSTAINED OR INCURRED IN CONNECTION WITH SERVICES OR EQUIPMENT PROVIDED OR TO BE PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN. IN NO EVENT SHALL SPRINT BE LIABLE FOR DAMAGES, LOSS OR EXPENSES OF ANY NATURE WHATSOEVER THAT MAY RESULT FROM THE FRAUDULENT OR UNAUTHORIZED USE OF EQUIPMENT, SERVICES, OR FACILITIES PURCHASED OR ACQUIRED HEREUNDER.**

**14. ENTIRE AGREEMENT.** This Agreement supersedes all prior or contemporaneous proposals and negotiations and constitutes the entire agreement between Sprint and Customer with respect to the purchase of the Equipment. No representations or statement not expressed herein is binding upon Sprint. Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought. Any provision of this Agreement which is in conflict with any applicable statute or regulation shall be deemed null and void to the extent that it may conflict, and all other provisions of this Agreement shall remain in full force and effect. This Agreement is deemed made and governed by the laws of the state of where Sprint delivers the Equipment.





Sprint Public Safety

Stephen Fullerton  
Account Executive  
Sprint Public Safety

Matt Rechkemmer  
Lee County  
14752 Six Mile Cypress  
Ft. Myers, Florida, 33912

City of Sanibel  
Bert Smith  
800 Dunlop Rd.  
Sanibel, Fl. 33957

Dear Matt and Bert,

After a very long period of back and forth with Positron, we reached an agreement to keep all of the incentive discounts in place on the CAD. The total cost for the Power CAD, Power MAP, and The Power PC's and Server bundles is still \$110,000.00, a savings of \$33,540.65 from the pricing submitted back on May 14<sup>th</sup>.

The Police department's share for their equipment remains the same as of the last update in May.

With respect to the maintenance I have recalculated it under Sprint's Best Value Plan. With the BVP you would forego the standard first year warranty and begin normal billing after installation and acceptance by you, the customer. By doing so we provide large discounts that can amount to thousands of dollars over the course of a 5 year plan. Please review the maintenance estimates on each of the following enclosures.

If you have any questions please let me know or if you are ready to move forward please let me know and I will prepare the required contracts.

Sincerely,

Stephen Fullerton  
Sprint - Public Safety  
Account Executive Sales



*We help your business do more business™*



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## LEE COUNTY E911

### Power Map with Power Workstation Computers and Server Bundle

This solution Positron's Totally Integrated Power Map with all required hardware, PC's, servers, UPS's, installation, configuration, and training of the call takers. As an added incentive we are including an enhanced integrated Power CAD interface at no additional cost. This incentive will provide better call taking/dispatching capabilities as well giving Sanibel PD an added ability of sharing data across multiple applications

<u>Product(s)</u>	<u>Configuration</u>	<u>Sales Price</u>
Positron Power Workstations	(2) Workstations	\$ 110,000.00
Positron Power Map with	(2) Positions	
The Enhanced Power CAD Interface		

#### Maintenance Option 1:

##### Sprint Centurion 24X7 Extended Best Value Plan

Year 1:	\$4,800.00
Years 2-5:	\$9,600.00
Total 5 Year Cost:	\$43,000.00

#### Maintenance Option 2:

##### Sprint Centurion 24X7 Extended Standard Plan

Year 1: Warranty	\$0.00
Years 2-5:	\$11,542.56
Total 5 Year Cost:	\$46,170.24

Both Plans provide the exact same coverage, 24X7 service and support. The primary difference is that by forgoing a standard warranty period, Sprint begins billing for maintenance services upon successful installation and acceptance.

Enclosure 1



08/02/04

We help your business do more business™