



Procurement Management Department  
1500 Monroe Street 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

Date: August 31, 2017

Solicitation No.: RFP170136DLK

Solicitation Name: Maintenance and Repair of Lee County's Subscriber Radios

Subject: NOTICE TO PROCEED - Professional Services

To: Mr. Matt Brenneman  
Motorola Solutions, Inc.  
1064 Greenwood Blvd., Suite 400  
Lake Mary, FL 32746

You are hereby notified to commence work in accordance with the Agreement dated August 28, 2017, on or before October 1, 2017 and shall continue for a period of one year. The Agreement may be renewed for up to three, additional one-year periods upon the mutual written agreement of the parties.

Acceptance of Notice:  
Receipt of the above Notice to Proceed is hereby acknowledged:

Prime Vendor:

Lee County:

MJB  
Signature

[Handwritten Signature]  
Signature of Authorized Official

REGIONAL SERVICES MANAGER  
Title

Procurement Management Director  
Title

9/1/17  
Date

8/31/17  
Date



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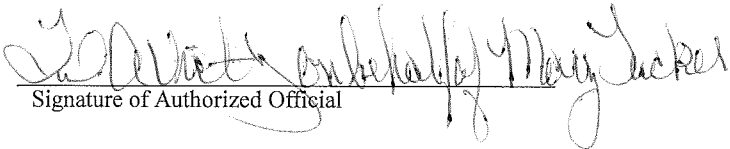
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**Lee County:**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

Procurement Management Director  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

8/31/17  
\_\_\_\_\_  
Date

**AGREEMENT FOR  
MAINTENANCE AND REPAIR OF LEE COUNTY'S SUBSCRIBER RADIOS**

**THIS AGREEMENT** ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Motorola Solutions, Inc., a Delaware corporation authorized to do business in the State of Florida, whose address is 500 W Monroe Street, Chicago, IL 60661, and whose federal tax identification number is 36-1115800, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase maintenance and repair services for its subscriber radios from the Vendor (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP170136DLK Maintenance and Repair of the County's Subscriber Radios on January 27, 2017 (the "Solicitation"); and,

**WHEREAS**, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

**WHEREAS**, the County posted a Notice of Intended Decision on March 15, 2017; and,

**WHEREAS**, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

**NOW, THEREFORE**, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

**I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in the Project Details Section of the Solicitation, a photocopy of said section being attached hereto and incorporated by reference as Exhibit A Specifications. Specifically, the Vendor shall provide maintenance and repair of the equipment listed in Exhibit B Equipment in strict compliance with all of the terms and conditions of the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

## **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for a period of one (1) year. The Agreement may be renewed for up to three (3), additional one (1) year periods upon the mutual written agreement of the parties.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

## **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit C, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. RFP170136DLK, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

## **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on an annual basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit C). Invoices will be billed annually in

advance of the anniversary date.

- C. The price quoted via this service contract renewal is valid only until the expiration of the current service contract. If the customer does not provide to Motorola a valid, executed service agreement renewal, (with a hard copy Purchase Order if applicable), within 30 days of contract expiration, a onetime administrative fee equal to 5% of the subsequent years annual contract rate will be billed to the customer upon reestablishment of the expired contract. Pricing on the 5% Administration fee once delinquent will be \$23,400.

## **V. ADDITIONAL PURCHASES**

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

## **VI. LIABILITY OF VENDOR**

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This provision is not intended to diminish Motorola's response time commitments in Exhibit A attached hereto.
- C. Subject to the provisions of section 119.0701 Florida Statutes, any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Solicitation No. RFP170136DLK

County under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Subject to the provisions of section 119.0701 Florida Statutes, County may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by County to Motorola will be deemed secret or confidential. Subject to the provisions of section 119.0701 Florida Statutes, Motorola will have no obligation to provide County with access to its confidential and proprietary information, including cost and pricing data. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

D. This section shall survive the termination or expiration of this Agreement.

## **VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit D, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit D. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

## **VIII. RESPONSIBILITIES OF THE VENDOR**

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
  - 2) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
  - 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

**IX. OWNERSHIP OF PRODUCTS**

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance and payment by the County.

**X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

**XI. COMPLIANCE WITH APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

**XII. TERMINATION**

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub- contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.



### **XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

### **XIV. VENDOR WARRANTY**

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit A) and of the most suitable grade for the purpose specified in this Agreement
- B. All services including, but not limited to, repairs, installations, modifications or upgrades performed by the Vendor shall be warranted for ninety (90) days from the time of County's acceptance of such services as complete. Any subsequent repairs for faulty workmanship or repairs for the same defect on the same piece of equipment during the ninety (90) day period, or repairs to ancillary equipment that is damaged directly due to repair activities, shall be repaired at no cost to the County.
- C. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if the item reflects workmanship or manufacturing, shipping damage, or if the equipment or material is nonfunctioning, damaged, or deficient in any way. In the event of a breach of this warranty, County's remedy is to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service, or the County may terminate this Agreement. In such case, the Vendor shall refund to the County any money which has been paid for same.

**XV. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

County's Representatives:

Name:           Matt Brenneman            
Title:           Regional Service Manager          

Names:           Roger Desjarlais                     Mary Tucker            
Titles:           County Manager                     Director of Procurement Management

Address:	1064 Greenwood Blvd., Suite 400	Address:	P.O. Box 398	
	Lake Mary 32746		Fort Myers, FL 33902	
Telephone:	443-745-4118	Telephone:	239-533-2221	239-533-8881
Facsimile:	N/A	Facsimile:	239-485-2262	239-485-8383
E-mail:	Matt.Brenneman@motorolasolutions.com	E-Mail:	<a href="mailto:rdesjarlais@leegov.com">rdesjarlais@leegov.com</a> <a href="mailto:mtucker@leegov.com">mtucker@leegov.com</a>	

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
  - Agreement
  - County's Purchase Order
  - Solicitation No. RFP170136DLK
  - Vendor's Submittal in Response to Solicitation No. RFP170136DLK

[The remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

**Motorola Solutions, Inc.**

Signed By: 

Signed By: 

Print Name: Cindee Markes

Print Name: Matt Brenneman

Title: Regional Service Manager

Date: 8/7/17

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: 

CHAIR

DATE: 8/28/17

ATTEST:

CLERK OF THE CIRCUIT COURT

Linda Doggett, Clerk

BY: 

Deputy Clerk



APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

BY: 

OFFICE OF THE COUNTY ATTORNEY

# EXHIBIT A SPECIFICATIONS

Ver 11/26/2014

## LEE COUNTY, FLORIDA PROJECT DETAILS FOR RFP170136DLK MAINTENANCE AND REPAIR OF THE COUNTY'S SUBSCRIBER RADIOS

### 1. INTRODUCTION & BACKGROUND

1.1 Lee County utilizes radio communications to support multiple Law Enforcement Departments and Fire-Rescue Agencies as well as Emergency Medical Services (EMS), Public Works, Utilities and Transit Operations. Additionally, there are five (5) Public Safety Answering Points (PSAP) which 9-1-1 telephone calls within the jurisdictional boundaries of Lee County. The Government Communications Network (GCN) Department which is under the Division of Public Safety manages the system for approximately 6,700 radio users. A large majority of the repair, maintenance and installation services are performed by several outside contractors.

#### 1.2 Current Radio System

The County's communications sites include both Motorola analog simulcast Smartnet and a partial APCO Project 25 (P25) overlay system. Fire and EMS agencies utilize call alert for Fire Service Alerting (FSA). Mobile data users are handled by each department individually with carrier based transport and are not under consideration for maintenance. A detailed listing and description of the subscriber equipment to be maintained is contained in Attachment A of this Request for Proposal (RFP). Detailed operational diagrams, frequencies, programming templates, encryption keys, system keys and related sensitive subscriber information will be provided as required to the selected contractor upon award of the RFP.

### 2. GENERAL SCOPE OF PROJECT

2.1 Lee County requests proposals from qualified contractors for the purpose of furnishing a firm fixed price contract for the maintenance and repair of the County's subscriber radios. The Contractor shall provide, including but not limited to, qualified labor, materials, repair facilities, vehicles, replacement parts, equipment transportation, training and test equipment necessary for the timely repair or restoration of the subscriber radio(s) operational function or performance as described in detail in this document. Any pending repairs or installations which remain during contract commencement will be completed by and the responsibility of the previous Contractor.

#### 2.2 Subscriber Radio Maintenance

The subscriber maintenance contract will include, but not limited to, all parts, labor and travel which is required to repair and maintain Lee County's subscriber radios that have become defective through normal wear and use. The contractor shall perform this service for a fixed annual cost that will be invoiced monthly for all equipment covered by the maintenance contract. This fee will be considered "turnkey" complete and comprehensive with no additional fees or invoicing not pre approved by Lee County Radio System Managers.

### 3. PROJECT TERM

3.1 The successful Proposer shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a one-year (1) period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the successful Proposer at the time of extension or renewal for three (3), additional one (1) year periods.

## **EXHIBIT A SPECIFICATIONS**

Ver 11/28/2016

### **4. MINIMUM QUALIFICATIONS**

4.1 The Contractor must provide the required employee training certificates. The Contractor employees must submit to background checks. Contractor will perform manufacturer authorized warranty repairs at no cost to Lee County. Contractor will provide employee history of subscriber maintenance with similar radio systems.

### **5. COUNTY RESPONSIBILITIES**

5.1 Deliver and pick up mobile and portable radios not identified as a fixed installation from the authorized repair facility. Provide programming templates, frequencies, system keys as needed for effective servicing. Reasonably cooperate with contractor to assist in the servicing of Lee County's subscriber radios. Provide a point of contact with current escalation lists in case of an emergency.

# EXHIBIT A SPECIFICATIONS

Ver 11/28/2016

## DETAILED DEPARTMENTAL SPECIFICATIONS FOR RFP170136DLK MAINTENANCE AND REPAIR OF THE COUNTY'S SUBSCRIBER RADIOS

### 1. Maintenance Reports

Contractor will supply all repair activity details during the first week of each month for repairs which occurred the previous month. The comprehensive report will include model and serial number of the subscriber radio, vehicular asset number, site name, agency, name of person dropping off or picking up subscriber radios, technician(s), labor time with travel time listed separately, spare serial number if utilized, description and part numbers supplied if any. These reports will be delivered to Lee County's Radio System Managers in a form and manner agreed upon by both parties.

### 2. Pre-Existing Subscriber Defects

County is providing to contractor, to the best of their knowledge, a subscriber inventory that has no known defects. If it is discovered that a subscriber radio is suspected of a having been defective prior to the commencement of the contract, County will cooperate with contractor for a satisfactory solution to both parties.

### 3. Spare Equipment Management

Contractor will be responsible for replacing any spare equipment that has been lost or damaged during contractor repair activity within 30 days of notification from Lee County. Any replacement parts used during the servicing of this contract or spare equipment that has been damaged beyond repair will be returned to Lee County for disposal unless otherwise directed by Lee County's Radio System Managers. Under no circumstances are damaged spare equipment parts, boards or assemblies to be placed back into the spares inventory. Lee County's spare subscriber equipment or resources can only be utilized to repair active subscribers identified under this contract. Under no condition are Lee County's spare resources or test equipment be utilized to repair radio subscribers outside of the Lee County contract without written authorization from Lee County's Radio System Managers.

### 4. Defective Equipment Management

During the course of the contract if equipment should fail and require a spare to be installed to restore the operation of the device, the defective equipment will immediately be sent by the next business day to the manufacturer for repair unless otherwise authorized in writing by Lee County's Radio System Managers. Contractors will not be permitted to keep or store spare equipment longer than 24 hours in their vehicles, service center, work spaces, etc. without authorization in writing from Lee County's Radio System Managers. Any subscribers not considered "End of Life" and under contract that could not be economically repaired must be replaced with subscribers of equal or greater quality if the equipment failed under normal wear and use.

### 5. Annual Preventative Maintenance

Contractor will perform an annual Preventative Maintenance (PM) check per manufacturer's instructions. All PM procedures will be approved in writing prior to implementation by Lee County's Radio System Managers. Planned Maintenance (PM) documentation standards will be established by Lee County's Radio System Managers. Information provided on the document will include but not be limited to, Federal Communications Commission (FCC) required information, firmware and software versions, code

## **EXHIBIT A SPECIFICATIONS**

Ver 11/28/2016

plugs, frequency error, voltage or power readings along with observations before and after adjustments. All equipment covered under the maintenance contract will have the PM completed during the annual term of the contract unless otherwise authorized in writing by Lee County's Radio System Managers. Subscriber radios which are suspected to be out of tolerance in the course of a service request, must have a PM performed in addition to the annual PM. Equipment returned from a repair facility will have a PM performed prior to being reinstalled to an on line status. The additional PMs will be performed at no cost to Lee County. Fleet wide PMs will be performed at a location provided by the customer from each agency. Fixed end subscriber PMs will be performed at the installed location. Examples of these devices are Alert Stations, control stations, SCADA, etc.

**6. Special Purpose Vehicles**

Lee County has several vehicles that will require on site PM and repair services. Examples are: Off road vehicles, boats, large fire engines or other vehicles that are difficult to maneuver or unable to take out of district.

**7. Test Equipment**

Test equipment used in the course of the PMs or day to day services must be designed and utilized in a manner approved by the manufacturer and standard for the industry. The test equipment must also be calibrated and in a good state of repair with a vendor approved by the manufacturer to their specifications. Calibrations will be performed annually with certificates of calibration available and provided on demand to Lee County. Labels which clearly indicate the vendor and dates of calibration must be prominently displayed on the test equipment.

**8. Subscriber Repair Cycle Time**

Defective radios sent to the manufacturer for repair or repaired locally and available for customer pickup must not exceed 10 business days, including shipping time. Contractor will stock and provide common parts as required to keep cycle time at a minimum. Lee County's Radio Managers must be notified of any additional time required in writing and the reason for the delay. Documentation such as shipping tracking numbers, date of initial service, backorders, and manufacturer or Lee County approved repair facility communications must be made available if requested. Parts must be provided from the manufacturer of the equipment. Substitutions of parts other than sourced from manufacturer must be approved by Lee County's Radio System Managers and be of equal or greater quality. Shipping costs to and from Lee County approved repair depot or parts required for repair must be paid by contractor. Repaired radios are to be stored at contractors secure facility for customer pickup. Contractor will be responsible to replace any missing or damaged radios during the repair process while under their direct control at their facility or shipping process. Chain of custody documentation will be required in a format approved by Lee County Radio System Managers. Contractor will maintain all historical repair and service records for each subscriber for the entire term of the contract and provide them to Lee County at any time.

**9. EMS and Fire Service Alert Stations**

Contractor will respond, repair and restore the County EMS and Fire Alert Stations at the installed location between the hours of 8:00 AM to 5:00 PM Monday through Friday. After hours service including travel time will be billed for labor only. Any contract inclusive parts consumed during the after hours repair efforts are considered covered under the contract. PA systems, PA speakers, power supplies, antennas, antenna cables and surge arrestors are excluded from the service contract and are repaired on a time and material basis.



## **EXHIBIT A SPECIFICATIONS**

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### **10. Fixed End Location Subscriber Units**

Contractor will respond, repair and restore the County fixed end subscriber equipment at the installed location between the hours of 8:00 AM to 5:00 PM Monday through Friday. After hours service including travel time will be billed for labor only. Any contract inclusive parts consumed during the afterhours repair efforts are considered covered under the contract. Power supplies, antennas, antenna cables and surge arrestors are excluded from the service contract and are repaired on a time and material basis.

### **11. Above Contract Services and Invoicing**

Time and materials for above contract activities will be required from time to time. Quotes for pre-planned activities will be provided by the vendor to Lee County and invoiced accordingly. Quotes will be in a format approved by Lee County's Radio System Managers. Labor Services will be broken down by hours estimated and parts will be indentified by manufactures number and priced individually. All parts including but not limited to, materials, assemblies, cables and software costs will be discounted from manufacturers published list price by an amount negotiated at the time of contract. Lee County reserves the right to order parts directly or hire additional subcontractors during the course of the planned project. Unplanned or emergency services may be required and verbal approval can be given from Lee County's Radio System Managers for these additional above contract activities. Technician may be required to provide logs in these instances showing the time of request for services and completion. Check in with dispatchers, customer signatures or other documentation may be required by Lee County. Invoices for any above contract billable services must be received by Lee County Finance within 60 days of work completion.

### **12. Above Contract Warranty**

All above contract services including but not limited to, repairs, installations, modifications or upgrades performed by contractor will be warranted for ninety (90) days from the time of repair, installation or modification completion date. Any subsequent repairs for the same defect, on the same piece of equipment during the ninety (90) day period or repairs to ancillary equipment that are damaged directly due to repair activities under warranty will be repaired at no cost to Lee County.

### **13. Ineffective Performance**

Ineffective performance is defined as multiple attempts to resolve the same defect for the same device, equipment or improperly diagnosing subscriber defects. Contractor must then seek assistance in the defect resolution in a timely manner to minimize the negative impact on Lee County's radio system users. Lee County in its sole discretion will identify, assist and direct contractor to contact manufacturer subscriber expertise to help in the resolution of the defects utilizing but not limited to, manufacturer's technical support, field engineers, product specialists or system technologists. Any costs for the additional services will be the responsibility of the contractor. If contractor is unable or unwilling to provide the additional services, Lee County will contact the system specialists and apply any resultant invoice as a credit to the pending contractor's monthly invoice for the maintenance agreement unless the resultant defect was outside of the contractor's control or specifically excluded from the contract.

### **14. New Equipment Replacement Warranty**

Contractor may be required to provide services for new subscriber replacement equipment. If the new equipment should fail during the manufacturer warranty period, contractor will remove, ship, receive, re-install, calibrate, program, provision and any other activity to satisfactorily restore operation to the equipment following manufacturer's recommendations at no cost to Lee County. If the replaced equipment was functionally under contract and identified on the subscriber active equipment inventory on Attachment A, then costs for this repair activity after the warranty expires, will be considered covered

## **EXHIBIT A SPECIFICATIONS**

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under the existing maintenance contract and the responsibility of the contractor. New replacement equipment will have the same function of the manufacturer approved equipment but may not be the same manufacturer, model, series, software release or form factor as the unit it replaced. The original replaced subscriber equipment will be removed from the active inventory list.

### **15. Force Majeure**

Contractor will not be responsible for any subscriber defects that results from power surges, lightning events, neglect, corrosive liquids or gases, physical damage, Radio Frequency Interference (RFI) or other force majeure events outside of contractor's direct control. Notarized affidavits will be required from the technician and/or the manufacturer under these conditions, clearly stating the probable cause of the failed hardware or equipment. Any efforts by contractor to restore services under these conditions will be considered billable and County may be invoice accordingly.

### **16. Subscriber Radio Documentation**

Specific subscriber radio documentation including but not limited to, parts lists, diagrams, schematics, pictures, recordings, code plugs, ID numbers, encryption keys, system keys, advanced system keys (ASK), software keys, dongles, service, training manuals or presentations that were existing or created during the course of the contract will remain the property of Lee County and must not be copied, removed, deleted or distributed without written permission of Lee County's Radio System Managers.

### **17. End of Life Equipment Best Effort Repairs**

Several subscriber models currently in Lee County's radio system are beyond or will reach end of life during the term of the contract. Spare parts are available locally from Lee County. Contractor will attempt best effort repairs utilizing local resources to achieve subscriber radio restoration. In the event the "End-Of- Life" subscriber model cannot be repaired, Lee County may provide a functional replacement radio or repair parts. If a radio still cannot be restored to the user, Lee County may choose to deduct the subscriber cost for this radio from the contract.

### **18. Above Contract Service Costs**

Time and materials for above contract activities will be required from time to time. Quotes for pre-planned activities will be provided by the Contractor to Lee County and invoiced accordingly. Quotes will be in a format approved by Lee County's Radio System Managers. Labor Services will be broken down by hours estimated and parts will be identified by manufactures part number and priced individually. All parts including but not limited to, materials, assemblies, cables and software costs will be discounted from manufacturers published list price by an amount negotiated at the time of contract. Lee County reserves the right to order parts or hire additional subcontractors during the course of the planned project. Unplanned or emergency service requests may be required and verbal approval can be given from Lee County's Radio System Managers for these additional above contract activities. Technician will be required to provide logs in these instances showing the time of request for services and project completion. Check in with dispatchers, customer signatures, customer verification or other documentation may be required by Lee County. Invoices for any above contract billable services must be received by Lee County Finance within 60 days of work completion.

## **EXHIBIT A SPECIFICATIONS**

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### **19. Local Subscriber Repair Qualifications**

Lee County will allow local component level repairs to be performed under certain conditions. "Local Repairs" is defined as equipment that is restored to operational condition by personnel other than the manufacturer of the equipment, or at a workspace onsite or within the boundaries of Lee County. The contractor may be required to produce manufacturer's training certifications for the technicians performing board or component level repairs. Onsite stock of basic, frequently used repair parts, test equipment, solder stations designed for surface mounted components, are some but not all of the requirements for the local repair service. Lee County, in its sole discretion, reserves the right to deny local component level or other local repair services for its subscriber radios.

### **20. Subscriber Upgrades Removals, Replacements and Additions**

Lee County may choose to replace, upgrade or remove subscribers from the radio system(s) from time to time. Individual contract equipment costs previously identified in the contract will be modified to reflect these changes which will take place at the first of the month following the removal of the equipment from the contract. Additional subscriber equipment may also be added to the following month's invoice. Lee County or its radio users, in its sole discretion, may choose not to place the new equipment on the maintenance contract and have services provided on a time and material basis until the next contract renewal period. Repair cycle time for the subscribers will be the same as for other subscribers covered under the contract and contractor will invoice the County accordingly if it applies.

### **21. Technicians**

Contractor will provide appropriate licenses and/or product specific training certificates to verify technical abilities. All technicians working on the County's systems must produce evidence of training and certification relevant to the technology and areas they will be expected to service. Including but not limited to, FCC licenses, CET Associate, Journeyman or Master, Certified Wireless Technology Specialist, RS6, Network+, product specific training documents, equivalent training or certificates. Technical staff provided by the contractor will possess a neat and professional appearance as well as effective verbal and written communications skills. Contractor will provide uniforms with company logo to technical staff. Subscriber technicians responding to Lee County service requests must have the minimum test equipment and resources with them to reasonably perform their duties efficiently and independently. Sharing test equipment, vehicles, software, manuals, cables, parts, or any other resources between technicians, retrieving the resources from another location other than the vehicle or using Lee County's test equipment or resources to subsidize repair services will not be allowed unless authorized in writing by Lee County's Radio System Managers. Technicians will be required to pass a background check.

### **22. Vehicles**

All drivers and vehicles should meet all State licensing and registration and safety requirements and shall be equipped properly in accordance with City, State, Federal and OSHA requirements. The Contractor should obtain insurance coverage for all vehicles as required by law in Florida. All vehicles should be in good working, reliable condition and well kept in appearance. Contractor's vehicles should have Contractor's company name and/or logo displayed on doors or side panels and shall be in letters large enough to be easily legible from a distance of one hundred (100) ft. Magnetic signs bearing the contractor's company name/logo are acceptable. Cost for the logo/contractor's company name shall be considered as incidental cost.

## **EXHIBIT A SPECIFICATIONS**

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### **23. Equipment Excluded from Contract**

Contractor is not responsible for replacing defective accessories after the product warranty period. If a defective accessory is identified, the end user will be notified of the findings. An example of subscriber accessories will be batteries, antennas, antenna cables, speaker microphones, blue tooth accessories, power supplies, etc. Only active system subscriber inventory items will be covered under the maintenance agreement. The list of active subscriber radios will be available to the contractor at any time.

### **24. Subscriber Technical Support**

Contractor will provide basic end user training from time to time. Contractor and County must have the ability to access manufacturer technical support in order to resolve a radio issues at no additional cost to County.

### **25. Product Service Bulletins**

Contractor must proactively review "Product Service Bulletins, Software Release Notes" or similar documents from the manufacturers of the equipment under contract for hardware or software defects that could affect the performance of Lee County's system(s). Contractor must arrange a date and time for the application of the hardware or software correction with the customer. Fleet impact analysis may be required prior to implementation. Any costs for the upgrades must be paid by manufacturer and or contractor unless otherwise approved by Lee County Radio System Managers.

### **26. Performance During Emergency**

By submitting an offer, the contractor agrees and promises that, during and after a public emergency, disaster, hurricane, flood or other acts of God, the County shall be given "first priority" for all goods and services under this contract. Contractor agrees to provide all goods and services to the County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Contractor shall furnish a 24 hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute a breach in contract and make the contractor subject to sanctions from doing further business with the County.

### **27. Emergency Dispatch Service Standards and Procedure**

Emergency Dispatch Service will contact the appropriate personnel to resolve the emergency subscriber defects and monitor the progress of the corrective action. If the personnel are not responding, emergency dispatch services will escalate contact attempts until contract personnel or County designees are located and accept the service call. If the defect cannot be resolved or service attempt is ineffective, Emergency Dispatch Services will contact a supervisor or manufacturer product specialist to assist in the resolution. Lee County will provide sufficient documentation for customer contact, escalation lists and any action items which fall under the responsibility of Lee County. Log all repair and contact activity to the incident number. The repair activity will be included in the monthly maintenance reports.

## **EXHIBIT B EQUIPMENT**

The equipment listed below shall be covered under the terms and conditions of this Agreement.

<b>Radio Model Type</b>	<b>Quantity</b>
APX Portable	645
APX Mobile	150
XTL Mobile	2195
XTS Portable	2745
ASTRO Spectra	100
LCS/MCS2000	147
LTS/MTS2000	451
MAXTRAC	45
<b>Total</b>	<b>6478</b>

## **EXHIBIT C FEE SCHEDULE**

The County shall pay the Vendor as follows for services provided under this Agreement:

1. The County shall pay the Vendor for annual maintenance and support of the County's subscriber radios as provided in this Agreement and the Solicitation a total amount of \$468,000.00.
2. All parts provided by the Vendor as needed to maintain and repair the subscriber radios system, including, but not limited to, materials, assemblies, cables and software, shall be charged to the County at a discount of 15% less than the manufacturer's published list price.
  - a. The County shall pay the Vendor an hourly rate for above contract repair services. The County shall only pay the Vendor for travel time to the site and the hours the Vendor's personnel is on site making repairs.
  - b. For repair services rendered during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, the County shall pay the Vendor \$100.00 per hour.
  - c. For repair services rendered outside the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, the County shall pay the Vendor \$150.00 per hour.

## EXHIBIT D INSURANCE REQUIREMENTS

**Minimum Insurance Requirements:** Lee County Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided.

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease - policy limit

\*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

**EXHIBIT D  
INSURANCE REQUIREMENTS**

**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902**

- b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.***

**Special Requirements:**

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the Vendor to insure that all subcontractors comply with all insurance requirements.





**DATE:** August 15, 2017  
**DEPARTMENT:** Public Safety  
**REQUESTER:** Benjamin Abes  
**TITLE:** Award Contract for the Maintenance and Repair of County Fixed Network and Radio Equipment

**I. MOTION REQUESTED**

- A) Award Request for Proposal No. RFP170137DLK Maintenance and Repair of the County's Fixed Network Equipment Voice, Data, and Radio Systems and Request for Proposal No. RFP170136DLK Maintenance and Repair of the County's Subscriber Radios to Motorola Solutions, Inc. for use on an as-needed basis for a one-year period at the rates and terms listed in the associated contract documents.
- B) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.
- C) Authorize the Director of Procurement Management to negotiate and execute renewals of the contract, including price increases, with County Administration approval, for up to three additional one-year periods, as approved in the Department's annual adopted budget, if doing so is in the best interest of Lee County.

**II. ITEM SUMMARY**

Awards contracts for Request for Proposal Nos. RFP170137DLK Maintenance and Repair of the County's Fixed Network Equipment Voice, Data, and Radio Systems; and RFP170136DLK Maintenance and Repair of the County's Subscriber Radios to Motorola Solutions, Inc. for use on an as-needed basis for maintenance and repair of emergency response communications systems.

**III. BACKGROUND AND IMPLICATIONS OF ACTION**

A) Board Action and Other History

The Department of Public Safety submitted a request to the Department of Procurement Management to obtain proposals for the projects know as Maintenance and Repair of the County's Fixed Network Equipment Voice, Data, and Radio Systems and Maintenance, and Repair of the County's Subscriber Radios.

On the proposal deadline of February 28, 2017, the Procurement Management Department received one proposal for each solicitation. The proposal has been reviewed and negotiated by the Department of Public Safety and it is recommending that the award be made to Motorola Solutions, Inc. for both proposals in the total negotiated amount of \$1,357,665.00. The submitted proposal amount for both proposals was \$1,445,000.00.

B) Policy Issues

These two projects maintain and support more than 7,000 users of the county's Government Communications Network. This network of voice and data devices are used by public safety agencies, as well as other county and governmental users.

Public Safety is working with Procurement on proposals for a consultant to examine the radio network and to identify options for long-term strategy to support the users of this network. The recommendations from this consultant will be available during the next fiscal year.

D) Analysis

RFP170137DLK, Maintenance and Repair of the County's Fixed Network Equipment Voice, Data, and Radio Systems, includes work that ensures that the county's Government Communications Network system remains operational. This includes support of the individual radio network tower sites; troubleshooting and identifying solutions to network issues; and repairs to individual components on the network. Much of this effort is focused on preventative maintenance to decrease downtime and keep system components operating at peak efficiency.

RFP170136DLK, Maintenance and Repair of the County's Subscriber Radios, provides preventative maintenance and repair service for individual user radios. This includes repair and troubleshooting services for radio problems, as well as routine preventative maintenance at the manufacturer's recommended interval.

Both of these services are funded by the county's radio fees, charged on a per-device basis to agencies that use the system. The total contract amount above for these services represents a decrease in cost over the current fiscal year.

An analysis of these services was conducted to explore the cost effectiveness of providing this by county staff. This analysis found it would require significant initial capital outlay and a return on investment beyond ten years, both of which led to the continued use of vendors for this service. These options will be explored in the future under the radio system consultant's scope of work.

This board action will allow the Director of Procurement Management to negotiate three one-year renewals. Any changes under these renewals will impact cost in future fiscal years.

- E) Options
  1. Approve
  2. Bring maintenance and repair services in-house

**IV. FINANCIAL INFORMATION**

A)	Current year dollar amount of item:	\$1,445,000.00
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	Yes
F)	Fund: Government Communications Network Program: Public Safety GCN Project: Motorola Maintenance Agreements Account Strings: KF5290352000.504680	
G)	Fund Type?	Other Government Communications Network
H)	Comments:	

**V. RECOMMENDATION**

Approve

**VI. TIMING/IMPLEMENTATION**

The two agreements are for the 2017/2018 fiscal year. Because this is the current vendor for these services, there will be no lapse during implementation of these agreements.

**VII. FOLLOW UP**

Long-term options for the Government Communications Network will be assessed by the county's consultant later this year. Recommendations made by the consultant will be brought forward consideration in early 2018.

**ATTACHMENTS:**

Description	Upload Date	Type
<u>Subscriber Radio Contract</u>	8/7/2017	Contract
<u>FNE Contract</u>	8/7/2017	Contract

**REVIEWERS:**

Department	Reviewer	Action	Date
Public Safety	Turner, Nicole	Approved	8/4/2017 - 4:58 PM
Public Safety	Abes, Benajamin	Approved	8/7/2017 - 9:12 AM
Budget Services	Henkel, Anne	Approved	8/7/2017 - 10:37 AM
Budget Services	Winton, Peter	Approved	8/7/2017 - 9:55 AM
County Attorney	Lira, Louis C.	Approved	8/7/2017 - 11:02 AM
County Manager	Brady, Christine	Approved	8/7/2017 - 11:50 AM