



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

Date: August 31, 2017

Solicitation No.: RFP170137DLK

Solicitation Name: Maintenance and Repair of County's Fixed Network Equipment

Subject: NOTICE TO PROCEED - Professional Services

To: Mr. Jim Schneider
Motorola Solutions, Inc.
2300 Lakeview Parkway
Alpharetta, GA 30009

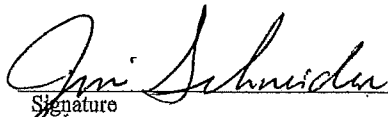
You are hereby notified to commence work in accordance with the Agreement dated August 28, 2017, on or before October 1, 2017 and shall continue for a period of one year. The Agreement may be renewed for up to three, additional one-year periods upon the mutual written agreement of the parties.

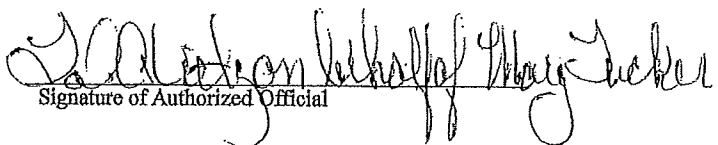
Acceptance of Notice:

Receipt of the above Notice to Proceed is hereby acknowledged:

Prime Vendor:

Lee County:


Signature


Signature of Authorized Official

Director of Services
Title

Procurement Management Director
Title

9/22/17
Date

8/31/17
Date



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

Date: August 31, 2017

Solicitation No.: RFP170137DLK

Solicitation Name: Maintenance and Repair of County's Fixed Network Equipment

Subject: NOTICE TO PROCEED - Professional Services

To: Mr. Jim Schneider
Motorola Solutions, Inc.
2300 Lakeview Parkway
Alpharetta, GA 30009

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:

Signature



Signature of Authorized Official

Title

Procurement Management Director

Title

Date

8/31/17

Date

**AGREEMENT FOR
MAINTENANCE AND REPAIR OF COUNTY'S FIXED NETWORK EQUIPMENT
(FNE)**

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" or "Contractor".

WITNESSETH

WHEREAS, the County intends to purchase maintenance and repair services for its voice and data systems' fixed network equipment (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP170137DLK Maintenance and Repair of the County's Fixed Network Equipment Voice and Data Systems 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, in accordance with the project Specifications made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Specifically, the Vendor shall provide maintenance and repair of the equipment listed in Exhibit B Equipment. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP170137DLK, 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 one-year (1) period. 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 B, 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. RFP170137DLK, 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 B). Invoices will be billed annually in advance of the anniversary date.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.
- D. 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 \$44,585.12.

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. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to 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. 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. 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 C, 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 C. 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 subcontracts 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 B) and of the most suitable grade for the purpose described in the manufacturer's product specifications.
- 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 defective workmanship or

manufacturing or shipping damage. In the event of a breach of this warranty, County's remedy is to require Motorola 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:

Name: Jim Schneider
Title: Service Director
Address: 2300 Lakeview
Parkwy
Alpharetta, GA
30009
Telephone: 410-422-2791
Facsimile: N/A
E-mail: JimSchneider@motorolasolutions.com

County's Representatives:

Names: Roger Desjarlais Mary Tucker
Titles: County Manager Director of
Procurement
Management
Address: P.O. Box 398
Fort Myers, FL 33902
Telephone: 239-533-2221 239-533-8881
Facsimile: 239-485-2262 239-485-8383
E-Mail: rdesjarlais@leegov.com mtucker@leegov.com

- 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:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation No. RFP170137DLK
 - 4. Vendor's Submittal in Response to Solicitation No. RFP170137DLK

[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:

Signed By:

Cindee Markes

Print Name: Cindee Markes

Motorola Solutions, Inc.

Signed By:

Jim Schneider

Print Name: Jim Schneider

Title: Service Director

Date:

8/11/17

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:

Jola Manning
CHAIR

DATE:

8/28/17

ATTEST:

CLERK OF THE CIRCUIT COURT

Linda Doggett, Clerk

BY:

Melissa Butler
Deputy Clerk



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

BY:

[Signature]
OFFICE OF THE COUNTY ATTORNEY

**EXHIBIT A
SPECIFICATIONS**

**LEE COUNTY, FLORIDA
PROJECT DETAILS
FOR
RFP170137DLK
MAINTENANCE AND REPAIR OF THE COUNTY'S FIXED NETWORK
EQUIPMENT VOICE AND DATA SYSTEMS**

1. GENERAL SCOPE OF PROJECT

In full accordance with the Solicitation and this Agreement, Contractor shall provide maintenance and repair of the County's Fixed Network Equipment (FNE) voice and data systems. The Contractor shall provide all products and services necessary for the timely repair or restoration of the radio system(s) to operational function or performance as described in detail in this Agreement, including but not limited to, qualified labor, materials, repair facilities, vehicles, replacement parts, equipment transportation, training and test equipment.

1.1 FNE Maintenance

The maintenance services provided by the Contractor under this Agreement shall include, but not be limited to, all parts, labor and travel required to repair and maintain the County's FNE that has become defective through normal wear and use. All repairs to equipment shall be performed by the Contractor or a subcontractor approved by the County. Under no circumstances shall the Contractor send County equipment to any subcontractor without the express consent of the County.

2. COUNTY RESPONSIBILITIES

2.1 The County shall provide programming templates, frequencies, and system keys as needed for effective servicing. The County shall reasonably cooperate with Contractor to assist in the servicing of the County's FNE, and shall provide a point of contact with current escalation lists in case of an emergency.

3. Pre-Existing Radio System Defects

Contractor shall inspect radio system spaces and equipment for any pre-existing conditions that may affect performance or system repairs. If any damaged, defective components or suboptimal system performance items are uncovered during the inspections, the system shall be restored, repaired or removed from this Agreement as decided by County Radio System Managers at no cost or responsibility to Contractor. County may waive the repair requirement for any remaining pre-existing defect. Any defective equipment or suboptimal performance issues with the radio system after the inspections are completed shall be the responsibility of the Contractor. Any pending repairs or installations which remain during contract commencement shall be completed by and the responsibility of the previous contractor.

EXHIBIT A SPECIFICATIONS

4. Maintenance Reports

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

5. Spare Equipment Management

All spare equipment is located at the Emergency Dispatch Center storage room. The Contractor shall log in and out of the storage room all FNE spares with no exceptions. The information required for such logs shall include the technician removing the spare, date and time, serial number of the spare, and the equipment description. Contractor shall be responsible for replacing any equipment that has been lost or damaged during the Contractor's repair activity within thirty (30) days of receiving notification from the County of such loss or damage. Any parts replaced during the servicing of this Agreement, or equipment that has been damaged beyond repair, shall be returned to the County for disposal unless otherwise directed by the County's Radio System Managers. Under no circumstances are damaged spare equipment parts, boards or assemblies to be placed back into the spares equipment room. Any failed, suspected intermittent or defective boards, parts, assemblies, or equipment replaced as a "test" shall be sent out to the equipment's manufacturer for evaluation and repair unless otherwise authorized in writing by the County's Radio System Managers. Contractors shall not be permitted to keep or store spare equipment longer than twenty-four (24) hours in their vehicles, service center, work spaces, etc. without authorization in writing from the County's Radio System Managers. Any equipment not considered "End of Life" and under contract that could not be economically repaired must be replaced with equipment of equal or greater quality if the equipment failed under normal wear and use. The County's spare equipment or resources can only be utilized to repair systems identified under this Agreement. Under no condition are the County's spare resources to be utilized to repair radio systems outside of this Agreement without written authorization from the County's Radio System Managers.

6. Damaged 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 shall immediately be sent by the next business day to the equipment manufacturer for repair unless otherwise authorized in writing by the County's Radio System Managers. Equipment returned repaired must be re-installed into the original location to verify repair status. The spare equipment will then be returned and logged into the spares room located at the Emergency Dispatch Center. Contractor is responsible for the repair or replacement, within thirty (30) days of notification from the County, any equipment that was damaged or lost during the repair process.

7. Annual Preventative Maintenance

EXHIBIT A SPECIFICATIONS

Contractor shall perform an annual Preventative Maintenance (PM) check per manufacturer's instructions. PM checks must adhere at a minimum to Original Equipment Manufacturers (OEM) PM procedure and specifications. All PM procedures shall be approved in writing prior to implementation by the County's Radio System Managers. PM documentation standards shall be established by the County's Radio System Managers. PM shall include, but not be limited to, retrieval, storage and deletions of error and operational logs, physically reseating components, and removal of dust and foreign particulates. Information provided on the PM report document shall include, but not be limited to, Federal Communications Commission (FCC) required information, firmware and software versions, code plugs, frequency error, and voltage or power readings along with observations before and after adjustments. Under no circumstances shall information cut and pasted from the previous year's PM report be allowed. Disruptive segments of the system PM procedures that will severely impair system performance, as defined by the County, shall be performed during off peak radio usage times, typically between 0300 and 0500. All equipment covered under the maintenance contract will have the PM completed annually unless otherwise authorized in writing by Lee County's Radio System Managers. System devices 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 online status. The additional PMs will be performed at no cost to the County.

8. 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 shall be performed annually with certificates of calibration available and provided on demand to the County. Labels which clearly indicate the calibration vendor and dates of calibration must be prominently displayed on the test equipment.

9. Repair Cycle Time

Defective equipment sent to the manufacturer for repair or repaired locally must be returned to the County's facility within fifteen (15) business days, including shipping time. All shipping and parts costs shall be paid by Contractor. The Contractor shall complete reinstallation of repaired equipment into the original location within five (5) business days after receipt of the repaired equipment. The County's Radio System Managers must be notified in writing of any additional time required and the reason for the delay.

Documentation, such as shipping tracking numbers, date of initial service, backorders, and manufacturer or other repair facility communications, must be made available if requested. Repaired spares shall be delivered and stored at the Lee County Emergency Dispatch Center Storage room in an area designated for this purpose until the repair process is complete. The Contractor shall maintain chain of custody documentation in a format approved by County Radio System Managers. Contractor shall maintain all historical repair and service records for each piece of equipment for the entire term of this Agreement and provide them to the County at any time.

EXHIBIT A SPECIFICATIONS

10. Severity Levels

Severity levels shall be assigned to all system failures and shall define the response required by the Contractor under this Agreement. The severity level for each system failure shall initially be defined by Contractor's Emergency Dispatch Services. The Contractor's technician responding to the call may modify the severity level upon review and size up of failure information. County Radio Managers, in their sole discretion, reserve the right to modify the severity level at any time for any reason.

The following severity levels shall be used:

Severity Level 1 Continuous Response

Severity Level 1 is assigned to defects that are considered a major system failure. For Severity Level 1 failures, the Contractor shall provide a continuous response until the system is restored and stable as approved by the County. Major system failures include, but are not limited to the following:

- 33% or more of the radio system is impaired
- More than one (1) radio channel has failed at any site or system
- Rapidly Escalating Defect
- Environmental Alarms such as smoke, intrusion, AC Power loss, UPS failure, type, response and severity as defined by mutual agreement between vendor and County Radio System Managers

Severity Level 2 – Response Monday through Friday 0800-1700

For severity level 2 failures, the contractor will respond Monday through Friday 0800 to 1700. This level is meant to represent a minor issue with an acceptable level of County's limitation of use of the system, subsystem, product or major non-critical features as determined by the County. System health will be continuously monitored for any defect escalation. Minor system failures include, but are not limited to the following:

- Loss of a single channel at any site or system
- Minor non-critical system impairment
- Failure of a single redundant component
- Intermittent, infrequent faults with no impact to core services

Severity Level 3 –Response Monday through Friday 0800-1700

Severity Level 3 is meant to represent a minor issue that does not preclude use of the system, sub-system, product or critical features as determined by the County. Severity level 3 issues include, but are not limited to the following:

- Cosmetic Issues

EXHIBIT A SPECIFICATIONS

- Documentation Errors
- General usage questions
- Recommendations for product enhancements
- Modifications
- Scheduled events
- Preventative Maintenance
- Product or system upgrades

11. Response Times

The Contractor shall respond to County system issues as follows:

Severity Level 1: No more than two (2) hours from receipt of notification

Severity Level 2: No more than four (4) hours from receipt of notification during a standard business day; the Contractor shall respond by noon on the next business day following receipt of any notification received during non-business hours

Severity Level 3: No more than forty-eight (48) hours or next business day

12. System Restoration

The Contractor shall restore the system to operation for each severity level as follows:

Severity Level 1: System restored in no more than eight (8) hours from receipt of notification

Severity Level 2: System restored in no more than eight (8) hours from receipt of notification during standard business day.

13. Ineffective Performance

Ineffective performance is defined as: multiple attempts to resolve the same defect for the same device, equipment or system problem; improperly diagnosing system defects; being unsuccessful in the timely remedy of a system fault; or suboptimal system performance. In the event of ineffective performance, Contractor must seek assistance in the defect resolution in a timely manner to minimize the negative impact on the County's radio system users. County in its sole discretion will identify, assist and direct Contractor to contact manufacturer system 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 shall be the responsibility of the Contractor.

14. New Equipment Replacements

At the direction of the County, Contractor may be required to install new replacement equipment on the radio system. If the new equipment should fail during the manufacturer warranty period, Contractor will remove, ship, receive, reinstall, calibrate, program, provision and all other activities necessary to restore operation to the equipment following manufacturer's recommendations. If the replaced equipment was functionally under contract and identified on the equipment inventory on Exhibit B, then costs for this repair activity after the warranty expires will be considered covered under this Agreement and the responsibility of the Contractor. New replacement equipment shall have the same function of the manufacturer approved equipment, but may not be the same manufacturer, model, series,

EXHIBIT A SPECIFICATIONS

software release or form factor as the unit it replaced. The original replaced equipment shall be removed from the inventory list.

15. Force Majeure

Contractor will not be responsible for any system defects that result from power surges, lightning events, neglect, corrosive liquids or gases, physical damage, Radio Frequency Interference (RFI) or other 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 invoiced accordingly.

16. System Documentation

System specific documentation including, but not limited to, parts lists, diagrams, schematics, pictures, recordings, blue prints, service and training manuals or presentations that were existing or created during the course of the contract shall remain the property of the County and must not be copied, deleted, removed, or distributed without written permission of the County's Radio System managers.

17. Stock Repair Parts

Contractor will stock parts and supplies in sufficient quantity available locally as required to maintain system operations at a level that will not unduly impair system performance, reliability or timely repairs. Parts shall be on hand to reasonably meet mandated system restoral times. Substitutions for parts other than sourced from manufacturer must be approved by the County's Radio System managers and be of equal or greater quality.

18. Product Service Bulletins

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

19. Advance Replacement

Advance replacement is where a spare unit, if available, will be shipped "Next Day" in advance of the shipment, repair and return of defective equipment. In the event spare systems equipment inventory is depleted or reduced to a critical level as defined by County, advance replacement services will be required. The Inventory List provided in Exhibit B identifies spare equipment that have "Advance Replacement" options. Advance replacements shall be fully functional, working spares and only require a minimum of field programming and optimization. Shipping costs for Advance Replacement components will be paid by Contractor.

EXHIBIT A SPECIFICATIONS

20. End of Life Equipment Best Effort Repairs

End of Life equipment is defined as equipment for which the manufacturer will no longer accept defective components for repair, respond to technical inquiries, or supply replacements. Several components in the County's radio system are beyond or will reach end of life during the term of this Agreement. Contractor will attempt best effort repairs utilizing local resources to achieve system restoration. If out of County travel time is required to retrieve additional resources in an attempt for system restoration, the reasonable travel time will be invoiced on a time and material basis to Lee County in accordance with GSA rates for the travel area. Actual repair time at the equipment location will be considered included under this Agreement and no additional fees shall be paid by the County.

21. Technicians

As requested by the County, the Contractor will provide proof of appropriate licenses and or product-specific training certificates for its technicians 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, R56, Network+, product specific training documents, equivalent training or certificates. Technical staff provided by the Contractor shall 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. Technicians responding to 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 their assigned service vehicle, using the County's test equipment or resources to subsidize repair services, or used to repair customer's equipment outside of this contract shall not be allowed unless authorized in writing by the County's Radio System Managers. Contractor is responsible for ensuring that any substitute or replacement personnel have comparable skills and experience. Resumes must be submitted for approval by County Radio System Managers as applicable for replacement or substitute personnel. County reserves the right to interview substitute or replacement personnel prior to any commencement of repair activity or access to Lee County's radio systems. County shall be entitled to request the removal of individuals working on County systems for any of the following grounds, provided that such request be in writing and shall specify the reasons for the County's dissatisfaction:

- Unsatisfactory performance that causes negative operational impact at the County or causes the County to commit additional resources to avoid negative operational impact
- Dishonest or belligerent conduct
- Lack of compatibility with County staff
- Violation of County rules or policies
- Criminal Activity

22. Vehicles

EXHIBIT A SPECIFICATIONS

All drivers and vehicles shall meet all State licensing and registration and safety requirements and shall be equipped properly in accordance with City, State, Federal and OSHA requirements. All vehicles shall 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.

23. FNE Local Repair Qualifications

The 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. At the County's discretion, 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, and solder stations designed for surface mounted components are some but not all of the requirements for the local repair service. The County, in its sole discretion, reserves the right to deny local component level or other local repair services for its FNE components.

24. Network Security

Technicians, contract administrators or third party servicers may be provided network access as required to perform duties during the course of the service contract. Logins and passwords will be changed on a periodic basis. Logins and passwords must not be shared or used by persons other than whom they were issued to. Circumventing or modifying security measures, sharing passwords or providing network information to unauthorized personnel regarding the radio system(s) or the County's network will lead to immediate expulsion from all County radio network privileges and access to the County's or radio users' spaces. The County's network security policies and procedures will be subject to change during the term of this Agreement.

25. Radio System Interference

The County experiences Radio Frequency Interference (RFI) from time to time. The Contractor will not be responsible to correct the outside interference. Contractor technicians will be required to positively identify the source as being outside of the radio system infrastructure and not related to a failed component covered under this Agreement within the radio system. Any County approved research efforts performed by the Contractor to locate the source of, or remedy, the outside interference will be considered billable and invoiced to the County.

26. Third Party Equipment

Leased lines and equipment provided by third parties are installed in the County's radio system to provide connectivity or operational enhancements for radio sites and dispatch centers. Contractor is not responsible or under any obligation for the repair or maintenance of the third party equipment, transmission medium or County-owned network customer premise

EXHIBIT A SPECIFICATIONS

equipment (CPE). The Contractor's technicians must respond onsite or remotely, if authorized by the County, to review and isolate the failure to the third party equipment. Technician must then work and cooperate with third party vendor until the problem has been resolved. If a dispute should arise between a third party vendor and the Contractor's technicians, the County shall require both parties to continue repair efforts until the failure is resolved to the satisfaction of the County. No additional costs for these services will be allowed unless approved by the County's Radio System Managers regardless of the final defect resolution.

27. On Call

The Contractor's technicians shall be on call with one (1) primary technician and one (1) designated supervisor. On call technicians shall respond twenty-four (24) hours per day, seven (7) days per week. On call primary and backup supervisor's calendar schedules shall be provided to the County no less than twenty-four (24) hours prior to the beginning of the on call period. Escalation lists shall be provided for management level contact information in the event of a "Failure To Respond" incident or an emergency request for additional resources. Cell phone, home phone, email, and home addresses shall be provided for each contact individual on the "On Call" and escalation lists. Updates for changes in personnel or contact information identified on the "On Call" or escalation lists shall be the responsibility of the Contractor and must be provided to the County no less than twenty-four (24) hours prior to the change in the "On Call" or escalation lists. On call technicians must reside within thirty (30) minutes response time from the County's Emergency Dispatch Center.

28. Performance During Emergency

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 Agreement. Contractor agrees to provide all goods and services to the County during and after the emergency at the terms, conditions, and prices provided in this Agreement 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.

29. Systems Monitoring

Contractor shall monitor the radio systems for defects twenty-four (24) hours a day, seven (7) days a week. Contractor shall provide dedicated and highly secure connectivity and equipment to monitor all systems covered under this Agreement for system impairment or defects. Contractor shall remotely access radio system(s) to perform diagnostics to the degree allowed by County to efficiently determine course of corrective action. Contractor shall create a unique incident number to track repair efforts and log all activity for Emergency Dispatch Services.

30. Emergency Dispatch Service Standards and Procedure

The Contractor's Emergency Dispatch Service shall contact the appropriate Contractor personnel to resolve the system defects and monitor the progress of the corrective action. If the Contractor's personnel are not responding according to the Severity Response Level

EXHIBIT A SPECIFICATIONS

assigned, the Contractor's emergency dispatch services shall escalate contact attempts until Contractor's personnel or County designees are located and accept the service call. If the defect cannot be resolved or service attempt is ineffective according to the System Restoral specifications provided herein, Contractor Emergency Dispatch Services will contact a supervisor or manufacturer product specialist to assist in the resolution. The County will provide sufficient documentation for customer contact, escalation lists and any action items for environmental or other service faults which fall under the responsibility of the County. Contractor shall log all repair and contact activity to the incident number. The repair activity shall be included in the monthly maintenance reports.

31. FNE Equipment Exclusions

FNE equipment not included under this Agreement is as follows: antennas, microwave dishes, coaxial cable, waveguide, lightning arrestors, antennas, air conditioners, uninterruptible power supplies (UPS), generators, automatic transfer switches (ATS), customer network premise equipment (CPE), batteries, shelters, or any other equipment not reasonably or specifically identified on Exhibit B.

32. Third Party Repair Services

Contractor must send defective equipment for outsourced repair services to the manufacturer of the equipment unless otherwise approved in writing by the County's Radio System Managers. This service shall be provided at no cost to Lee County for any equipment covered under this Agreement which fails under normal wear and use.

33. Technical Support

Contractor and County shall have access to technical support for all equipment covered under this Agreement at no additional cost to the County.

**EXHIBIT B
INVENTORY**

<u>Location</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Quantity</u>	<u>Contract</u>	<u>T&M</u>	<u>Advance Replacement</u>
Burnt Store P25	GTR 8000 Base Radio	Motorola	T7039	8	Yes		Yes
Burnt Store P25	S2500 Multiprotocol WAN Router	Motorola	ST2500	1	Yes		Yes
Burnt Store P25	HP Procurve Network Switch	Hewlett Packard	HP-2610-24	2	Yes		
Burnt Store P25	Site Standard	TRAK	9100-9	1	Yes		
Burnt Store P25	TX Combiner	TX RX	73-83D-09-103-TA-95B	1		Yes	
Burnt Store P25	RX Muticoupler	TX RX	346801-1	1		Yes	
Burnt Store P25	Moscad Site Manager	Motorola	SDM 3000	1	Yes		
Burnt Store P25	UPS	Best	FE18KVA	1		Yes	
Burnt Store P25	Microwave	Motorola	PTP 800	1	Yes		Yes
Burnt Store P25	RAD IP MUX	RAD	TBD	1	Yes		Yes
Burnt Store Analog	Remote Site Controller	Motorola	T5293A	1	Yes - Best Effort		
Burnt Store Analog	Quantar Transmitter	Motorola	T5365A	13	Yes		
Burnt Store Analog	Channel Bank	Motorola	TenSr/800	1	Yes		
Burnt Store Analog	Combiner	Celwave	WJD860-7S	2		Yes	
North Ft Myers P25	GTR 8000 Base Radio	Motorola	T7039	8	Yes		Yes
North Ft Myers P25	S2500 Multiprotocol WAN Router	Motorola	ST2500	1	Yes		Yes
North Ft Myers P25	HP Procurve Network Switch	Hewlett Packard	HP-2610-24	1	Yes		
North Ft Myers P25	Site Standard	TRAK	9100-9	1	Yes		
North Ft Myers P25	TX Combiner	TX RX	73-83D-09-103-TA-95B	1		Yes	
North Ft Myers P25	RX Muticoupler	TX RX	346801-1	1		Yes	

**EXHIBIT B
INVENTORY**

North Ft Myers P25	Moscad Site Manager	Motorola	SDM 3000	1	Yes	
North Ft Myers P25	Microwave	Aviat	IRU600	1	Yes	Yes
North Ft Myers P25	48 VDC Power Plant	Eltek	Q4820N-19IB01-VC	1	Yes-Labor Only	
North Ft Myers P25	Network Interface Unit	Aviat	EXX-000-203	1	Yes	Yes
North Ft Myers P25	UPS	APC	Symetra LX	2		
North Ft Myers Analog	Remote Site Controller	Motorola	T5293A	1	Yes - Best Effort	
North Ft Myers Analog	Quantar Transmitter	Motorola	T5365A	12	Yes	
North Ft Myers Analog	Channel Bank	Motorola	TenSr/800	1	Yes	
North Ft Myers Analog	Combiner	Celwave	WJD860-7S	2		Yes
North Ft Myers Analog	Dehydrator	Andrew	MT050-81015	1		Yes
Pine Island P25	GTR 8000 Base Radio	Motorola	T7039	8	Yes	Yes
Pine Island P25	S2500 Multiprotocol WAN Router	Motorola	ST2500	1	Yes	Yes
Pine Island P25	HP Procure Network Switch	Hewlett Packard	HP-2610-24	1	Yes	
Pine Island P25	Site Standard	TRAK	9100-9	1	Yes	
Pine Island P25	TX Combiner	TX RX	73-83D-09-103-TA-95B	1		Yes
Pine Island P25	RX Muticoupler	TX RX	346801-1	1		Yes
Pine Island P25	Moscad Site Manager	Motorola	SDM 3000	1	Yes	
Pine Island P25	UPS	Liebert	Infinity	1		Yes
Pine Island P25	Microwave	Motorola	PTP 800	1	Yes	Yes
Pine Island P25	RAD IP MUX	RAD	TBD	1	Yes	Yes

**EXHIBIT B
INVENTORY**

RO P25	GTR 8000 Base Radio	Motorola	T7039	8	Yes	Yes
RO P25	S2500 Multiprotocol WAN Router	Motorola	ST2500	1	Yes	Yes
RO P25	HP Procurve Network Switch	Hewlett Packard	HP-2610-24	1	Yes	Yes
RO P25	Site Standard	TRAK	9100-9	1	Yes	Yes
RO P25	TX Combiner	TX RX	73-83D-09-103-TA-95B	1	Yes	Yes
RO P25	RX Muticoupler	TX RX	346801-1	1	Yes	Yes
RO P25	Moscad Site Manager	Motorola	SDM 3000	2	Yes	Yes
RO P25	Network Interface Unit	Aviat	EXX-000-203	1	Yes	Yes
RO P25	Microwave	Motorola	PTP 800	4	Yes	Yes
RO P25	RAD IP MUX	RAD	TBD	1	Yes	Yes
RO P25	UPS	APC	Symetra LX	3	Yes	Yes
RO Prime	HP Procurve Network Switch	Hewlett Packard	HP-2610-24	2	Yes	Yes
RO Prime	Microwave	Aviat	Constellation	1	Yes	Yes
RO Prime	Network Interface Unit	Aviat	EXX-000-203	1	Yes	Yes
RO Prime	Microwave	Motorola	PTP 800	4	Yes	Yes
RO Prime	Site Controller	Motorola	GCP 8000	2	Yes	Yes
RO Prime	Comparator	Motorola	GCM 8000	8	Yes	Yes
RO Prime	Router	Motorola	S6000	3	Yes	Yes
RO Prime	Router Relay Panel	Motorola	T7380	1	Yes	Yes
RO Prime	UPS	APC	Symetra LX	2	Yes	Yes
RO Analog	Remote Site Controller	Motorola	T5293A	1	Yes - Best Effort	Yes
RO Analog	Quantar Transmitter	Motorola	T5365A	13	Yes	Yes
RO Analog	Channel Bank	Motorola	TenSr/800	1	Yes	Yes
RO Analog	Combiner	Celwave	WJD860-7S	2	Yes	Yes

**EXHIBIT B
INVENTORY**

RO Analog	48 VDC Power Plant	Eltek	Q4820N-19IB01-VC	Yes - Labor Only	
RO Analog	Dehydrator	Andrew	MT050-81015	Yes	
RO 806	Quantro	Motorola	T5365	Yes	
RO 806	Central Controller	Motorola	T5272A	Yes	
RO 806	Channel Bank	Motorola	TenSr/800	Yes	
RO 806	TX Combiner	TX RX	73-83D-09-103-TA-95B	Yes	
RO 806	Quantar Data Transmitter	Motorola	T5365A	Yes	
Summerlin P25	GTR 8000 Base Radio	Motorola	T7039	Yes	Yes
Summerlin P25	S2500 Multiprotocol WAN Router	Motorola	ST2500	Yes	Yes
Summerlin P25	HP Procure Network Switch	Hewlett Packard	HP-2610-24	Yes	
Summerlin P25	Site Standard	TRAK	9100-9	Yes	
Summerlin P25	TX Combiner	TX RX	73-83D-09-103-TA-95B	Yes	
Summerlin P25	RX Muticoupler	TX RX	346801-1	Yes	
Summerlin P25	Moscad Site Manager	Motorola	SDM 3000	Yes	
Summerlin P25	UPS	APC	Symetra LX	Yes	
Summerlin P25	Microwave	Motorola	PTP 800	Yes	Yes
Summerlin P25	RAD IP MUX	RAD	TBD	Yes	Yes
Summerlin Analog	Remote Site Controller	Motorola	T5293A	Yes - Best Effort	
Summerlin Analog	Quantar Transmitter	Motorola	T5365A	Yes	
Summerlin Analog	Channel Bank	Motorola	TenSr/800	Yes	
Summerlin Analog	Combiner	Celwave	WJD860-7S	Yes	

**EXHIBIT B
INVENTORY**

Wulfert P25	GTR 8000 Base Radio	Motorola	T7039	6	Yes		Yes
Wulfert P25	S2500 Multiprotocol WAN Router	Motorola	ST2500	1	Yes		Yes
Wulfert P25	HP Procurve Network Switch	Hewlett Packard	HP-2610-24	1	Yes		Yes
Wulfert P25	Site Standard	TRAK	9100-9	1	Yes		Yes
Wulfert P25	TX Combiner	TX RX	73-83D-09-103-TA-95B	1		Yes	
Wulfert P25	RX Muticoupler	TX RX	346801-1	1		Yes	
Wulfert P25	Moscad Site Manager	Motorola	SDM 3000	1	Yes		
Wulfert P25	UPS	Liebert	Infinity	1		Yes	
Wulfert P25	Microwave	Motorola	PTP 600	1	Yes		Yes
Wulfert P25	RAD IP MUX	RAD	TBD	1	Yes		Yes
Sanibel P25	GTR 8000 Base Radio	Motorola	T7039	6	Yes		Yes
Sanibel P25	S2500 Multiprotocol WAN Router	Motorola	ST2500	1	Yes		Yes
Sanibel P25	HP Procurve Network Switch	Hewlett Packard	HP-2610-24	1	Yes		
Sanibel P25	Site Standard	TRAK	9100-9	1	Yes		
Sanibel P25	TX Combiner	TX RX	73-83D-09-103-TA-95B	1		Yes	
Sanibel P25	RX Muticoupler	TX RX	346801-1	1		Yes	
Sanibel P25	Moscad Site Manager	Motorola	SDM 3000	1	Yes		
Sanibel P25	UPS	Liebert	Infinity	1		Yes	
Sanibel P25	RAD IP MUX	RAD	TBD	1	Yes		Yes
Sanibel Prime	HP Procurve Network Switch	Hewlett Packard	HP-2610-24	2	Yes		
Sanibel Prime	Microwave	Motorola	PTP 800	1	Yes		Yes
Sanibel Prime	Microwave	Motorola	PTP 600	2	Yes		Yes
Sanibel Prime	Site Controller	Motorola	GCP 8000	2	Yes		Yes
Sanibel Prime	Comparator	Motorola	GCM 8000	6	Yes		Yes

**EXHIBIT B
INVENTORY**

Sanibel Prime	Router	Motorola	S6000	3	Yes	Yes
Sanibel Prime	Router Relay Panel	Motorola	T7380	1	Yes	Yes
Sanibel PD	HP Procurve Network Switch S2500 Multiprotocol WAN Router	Hewlett Packard	HP-2610-24	1	Yes	
Sanibel PD	Motorola Router	Motorola	ST2500	1	Yes	Yes
Sanibel PD	Microwave	Motorola	PTP 600	1	Yes	Yes
Sanibel PD	Conventional Site Controller	Motorola	T7038A	1	Yes	Yes
Sanibel PD	Radio Dispatch Consoles	Motorola	MCC7500	2	Yes	Yes
Sanibel PD	Moscad Site Manager	Motorola	SDM 3000	1	Yes	
Cape Coral PD	HP Procurve Network Switch S2500 Multiprotocol WAN Router	Hewlett Packard	HP-2610-24	2	Yes	
Cape Coral PD	Motorola Router	Motorola	ST2500	2	Yes	Yes
Cape Coral PD	Fujitsu Fiber Optic Transceiver	Fujitsu	Flashwave 4100	1	Yes	
Cape Coral PD	Conventional Site Controller	Motorola	T7038A	1	Yes	Yes
Cape Coral PD	Radio Dispatch Consoles	Motorola	MCC7500	8	Yes	Yes
Cape Coral PD	Moscad Site Manager	Motorola	SDM 3000	1	Yes	
Cape Coral PD	Conventional Channel Gateway	Motorola	S2500	4	Yes	Yes
Boca P25	Site Controller	Motorola	PSC 9600	2	Yes	Yes
Boca P25	Quantar Transmitter	Motorola	T5365A	6	Yes	
Boca P25	S2500 Multiprotocol WAN Router	Motorola	ST2500	1	Yes	Yes
Boca P25	HP Procurve Network Switch	Hewlett Packard	HP-2610-24	1	Yes	
Boca P25	TX Combiner	TX RX	73-83D-09-103- TA-95B	1		Yes
Boca P25	RX Muficoupler	TX RX	346801-1	1		Yes
Boca P25	UPS	Liebert	Infinity	1		Yes
Boca P25	Moscad Site Manager	Motorola	SDM 3000	1	Yes	

**EXHIBIT B
INVENTORY**

Boca P25	BDA	TX RX	TBD	1	Yes
EDC Master P25	Channel Bank	Motorola	TenSr/800	13	Yes
EDC Master P25	48 VDC Power Plant	Eltek	Q4820N-19IB01-VC	1	Yes - Labor Only
EDC Master P25	Fujitsu Fiber Optic Transceiver	Fujitsu	Flashwave 4100	1	Yes - Labor Only
EDC Master P25	Router	Cisco	2900	2	Yes - Labor Only
EDC Master P25	CPU Towers	Hewlett Packard	HP Towers	12	Yes
EDC Master P25	MPEG	Motorola	B1896	2	Yes
EDC Master P25	Smart X	Motorola	B1936A	2	Yes
EDC Master P25	Server	SUN	Netra 5220	3	Yes
EDC Master P25	Server	Hewlett Packard	DL360G5	4	Yes
EDC Master P25	UPS	APC	Symetra LX	3	Yes
EDC Master P25	USCI	Motorola	T5180	3	Yes
EDC Master P25	Central Controller Switch	Cornet	IPS16	2	Yes
EDC Master P25	Router	Motorola	S2500	6	Yes
EDC Master P25	Network Switch	Hewlett Packard	HP2626	4	Yes
EDC Master P25	Network Switch	Hewlett Packard	HP2620	2	Yes
EDC Master P25	Router	Motorola	GGM8000	2	Yes
EDC Master P25	Firewall	N.A.	N.A.	2	Yes
EDC Master P25	Router	Motorola	S6000	5	Yes
EDC Master P25	Router Relay Panel	Motorola	T7380	3	Yes
EDC Master P25	Router	Hewlett Packard	HP 3500	2	Yes
EDC Master P25	Router	Hewlett Packard	HP 620	1	Yes
EDC Master P25	Router	Hewlett Packard	RPS/EPS	1	Yes
EDC Master P25	Moscad Site Manager	Motorola	SDM 3000	2	Yes

**EXHIBIT B
INVENTORY**

EDC Master P25	Site Standard	TRAK	9100-9	2	Yes	
EDC Master P25	Test Radio Dispatch Console	Motorola	MCC7500	1	Yes	
EDC Master P25	Network Interface Unit	Aviat	EXX-000-203	1	Yes	Yes
EDC Prime Analog	Central Controller	Motorola	T5272A	2	Yes - Best Effort	
EDC Prime Analog	Comparators	Motorola	QLN3380A	18	Yes	
EDC Prime Analog	Central Electronics Bank	Motorola	N.A.	4	Yes	
EDC Prime Analog	Embassy Switch	Motorola	B1842BA	1	Yes	
					Yes - Labor Only	
EDC Prime Analog	T1 Switch	Larus	5702-2A	8	Yes - Labor Only	
					Yes - Labor Only	
EDC Prime Analog	Ethernet Extender	Black Box	LR0301A-KIT	10	Yes - Labor Only	
					Yes - Labor Only	
EDC Prime Analog	DS3 Mux	CAC	930-01017	1	Yes - Labor Only	
EDC 806	Quantro	Motorola	T5365A	6	Yes	
EDC 806	Central Controller	Motorola	T5272A	2	Yes	
EDC 806	Channel Bank	Motorola	TenSr/800	1	Yes	
EDC 806	TX Combiner	TX RX	73-83D-09-103-TA-95B	2	Yes	
EDC 806	Quantar Data Transmitter	Motorola	T5365A	2	Yes	
Alva Analog	Remote Site Controller	Motorola	T5293A	1	Yes - Best Effort	
Alva Analog	Quantar Transmitter	Motorola	T5365A	13	Yes	
Alva Analog	Channel Bank	Motorola	TenSr/800	1	Yes	

**EXHIBIT B
INVENTORY**

Alva Analog	Combiner	Celwave	WJD860-7S	2	Yes
Alva Analog	RX Muticoupler	TX RX	346801-1	1	Yes
Alva Analog	UPS	APC	Symetra LX	1	Yes
Alva Analog	Moscad Site Manager	Motorola	SDM 3000	1	Yes
Lehigh Acres Analog	Remote Site Controller	Motorola	T5293A	1	Yes - Best Effort
Lehigh Acres Analog	Quantar Transmitter	Motorola	T5365A	13	Yes
Lehigh Acres Analog	Channel Bank	Motorola	TenSr/800	1	Yes
Lehigh Acres Analog	Combiner	Celwave	WJD860-7S	2	Yes
Lehigh Acres Analog	RX Muticoupler	TX RX	346801-1	1	Yes
Lehigh Acres Analog	UPS	APC	Symetra LX	1	Yes
Lehigh Acres Analog	Moscad Site Manager	Motorola	SDM 3000	1	Yes
FGCU Analog	Remote Site Controller	Motorola	T5293A	1	Yes - Best Effort
FGCU Analog	Quantar Transmitter	Motorola	T5365A	12	Yes
FGCU Analog	Channel Bank	Motorola	TenSr/800	1	Yes
FGCU Analog	Combiner	Celwave	WJD860-7S	2	Yes
FGCU Analog	RX Muticoupler	TX RX	346801-1	1	Yes
FGCU Analog	UPS	APC	Symetra LX	1	Yes
FGCU Analog	Microwave	Aviat	Constellation	1	Yes
FGCU Analog	Network Interface Unit	Aviat	EXX-000-203	1	Yes
FGCU Analog	48 VDC Power Plant	Elttek	Q4820N-19IB01-	1	Yes -

**EXHIBIT B
INVENTORY**

			VC		Labor Only	
FGCU Analog	Dehydrator	Andrew	MT050-81015	1	Yes	
FGCU Analog	Moscad Site Manager	Motorola	SDM 3000	1	Yes	
EDC MW	Microwave	Aviat	IRU600	1	Yes	Yes
EDC MW	Microwave	Aviat	Constellation	2	Yes	Yes
EDC MW	Microwave	Aviat	Megastar	1	Yes	Yes
EDC MW	Network Interface Unit	Aviat	EXX-000-203	4	Yes	Yes
EDC MW	48 VDC Power Plant	Eltek	Q4820N-191B01-VC	1	Yes - Labor Only	
EDC MW	700 MHz Standalone site	Motorola	N.A	1		Yes
EDC MW	700 MHz Transmitters	Motorola	GTR 8000	6		Yes
EDC MW	Router	Motorola	GGM 8000	4	Yes	Yes
EDC MW	Remote Site Controller	Motorola	T5293A	1	Yes - Best Effort	
EDC MW	Quantar Transmitter	Motorola	T5365A	14	Yes	
EDC MW	Channel Bank	Motorola	TenStr/800	2	Yes	
EDC MW	Combiner	Celwave	WJD860-7S	2		Yes
EDC MW	RX Muticoupler	TX RX	346801-1	1		Yes
EDC MW	Network Switch	Hewlett Packard	HP2620	1	Yes	
EDC MW	Site Standard	TRAK	9100-9	1	Yes	
EDC MW	UHF MED 8 Repeater	Motorola	T5365A	1		Yes
EDC MW	VHF 250W Transmitter	Motorola	T5365A	2		Yes
EDC MW	Fujitsu Fiber Optic Transceiver	Fujitsu	Flashwave 4100	1	Yes - Labor Only	
EDC MW	Dehydrator	Andrew	MT050-81015	1		Yes
EDC MW	Moscad Site Manager	Motorola	SDM 3000	2	Yes	

**EXHIBIT B
INVENTORY**

EDC Dispatch	Radio Dispatch Consoles	Motorola	MCC7500	7	Yes	Yes
EDC Dispatch	Data Controller	Motorola	RNC 3000	1	Yes	Yes
EDC Dispatch	Network Switch	Hewlett Packard	HP2620	5	Yes	Yes
EDC Dispatch	Router	Motorola	GGM8000	2	Yes	Yes
EDC Dispatch	Conventional Site Controller	Motorola	T7038A	1	Yes	Yes
EDC Dispatch	Moscad Site Manager	Motorola	SDM 3000	2	Yes	Yes
EDC Dispatch	Firewall	N.A.	N.A.	2	Yes	Yes
LCSO	Radio Dispatch Consoles	Motorola	MCC7500	9	Yes	Yes
LCSO	Network Switch	Hewlett Packard	HP2620	5	Yes	Yes
LCSO	Router	Motorola	GGM8000	3	Yes	Yes
LCSO	Conventional Site Controller	Motorola	T7038A	1	Yes	Yes
LCSO	BDA	TX RX	TBD	1	Yes	Yes
LCSO	Moscad Site Manager	Motorola	SDM 3000	1	Yes	Yes
FMPD	Fujitsu Fiber Optic Transceiver	Fujitsu	Flashwave 4020	1	Yes - Labor Only	Yes - Labor Only
FMPD	Microwave 4.9 GHz	Xalt	E490231	1	Yes - Labor Only	Yes - Labor Only
FMPD	T1 Switch	Larus	5702-2A	4	Yes - Labor Only	Yes - Labor Only
FMPD	Moscad Site Manager	Motorola	SDM 3000	1	Yes	Yes
FMPD	Radio Dispatch Consoles	Motorola	Gold Elite	7	Yes	Yes
FMPD	Central Electronics Bank	Motorola	N.A.	2	Yes	Yes
FMPD	48 VDC Power Plant	Eltek	Q4820N-19IB01-VC	1	Yes - Labor Only	Yes - Labor Only

**EXHIBIT B
INVENTORY**

Lee County Transit	Central Electronics Bank	Motorola	N.A.	2		Yes	
Lee County Transit	Radio Dispatch Consoles	Motorola	Gold Elite	4		Yes	
Lee County Transit	Network Switch	Hewlett Packard	HP2620	2		Yes	
Lee County Transit	BDA	Andrew	TBD	1		Yes	
LCPA	Radio Dispatch Consoles	Motorola	MCC7500	4	Yes	Yes	
LCPA	Moscad Site Manager	Motorola	SDM 3000	1	Yes	Yes	
LCPA	Conventional Site Controller	Motorola	T7038A	1	Yes	Yes	
LCPA	Router	Motorola	GGM8000	2	Yes	Yes	
LCPA	48 VDC Power Plant	Eltek	Q4820N-19IB01-VC	1	Yes - Labor Only		
LCPA	Microwave	Aviat	Constellation	2	Yes	Yes	
LCPA	Network Interface Unit	Aviat	EXX-000-203	1	Yes	Yes	
LCPA	Network Switch	Hewlett Packard	HP2620	1	Yes	Yes	
LCPA	Dehydrator	Andrew	MT050-81015	1		Yes	
Justice Center	48 VDC Power Plant	Eltek	Q4820N-19IB01-VC	1	Yes Labor Only		
Justice Center	Moscad Site Manager	Motorola	SDM 3000	1	Yes	Yes	
Justice Center	Microwave 4.9 GHz	Xalt	E490231	1	Yes - Labor Only		
Justice Center	Microwave	Aviat	Megastar	1	Yes	Yes	
Justice Center	Network Interface Unit	Aviat	EXX-000-203	1	Yes	Yes	
Justice Center	Network Switch	Hewlett Packard	HP2620	1	Yes	Yes	
Justice Center	Fujitsu Fiber Optic Transceiver	Fujitsu	Flashwave 4020	1	Yes - Labor Only		

**EXHIBIT B
INVENTORY**

										Yes - Labor Only	
Justice Center	DS3 Mux	CAC	930-01017	1							
Justice Center	Dehydrator	Andrew	MT050-81015	1						Yes	
Lee Memorial Hospital	BDA	TX RX	TBD	1						Yes	
Jet Blue Park	BDA	TX RX	TBD	1						Yes	
Health Park Hospital	BDA	TX RX	TBD	1						Yes	
CCPD MW Relay	Microwave	Aviat	Constellation	2					Yes	Yes	
CCPD MW Relay	Network Interface Unit	Aviat	EXX-000-203	1					Yes	Yes	
CCPD MW Relay	48 VDC Power Plant	Eltek	Q4820N-19IB01-VC	1					Yes - Labor Only		
CCPD MW Relay	Fujitsu Fiber Optic Transceiver	Fujitsu	Flashwave 4100	1					Yes		
CCPD MW Relay	Moscad Site Manager	Motorola	SDM 3000	1					Yes		
CCPD MW Relay	Dehydrator	Andrew	MT050-81015	1					Yes		
Bonita Analog	Remote Site Controller	Motorola	T5293A	1					Yes - Best Effort		
Bonita Analog	Quantar Transmitter	Motorola	T5365A	12					Yes		
Bonita Analog	Channel Bank	Motorola	TenSr/800	1					Yes		
Bonita Analog	Combiner	Celwave	WJD860-7S	2					Yes		
Bonita Analog	RX Muticoupler	TX RX	346801-1	1					Yes		
Bonita Analog	UPS	APC	Symetra LX	2					Yes		
Bonita Analog	Quantar Data Transmitter	Motorola	T5365A	1					Yes		
Bonita Analog	Moscad Site Manager	Motorola	SDM 3000	1					Yes		

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 fixed network equipment as provided in this Agreement and the Solicitation a total amount of \$891,702.00. This fee shall be considered "turnkey", complete and comprehensive with no additional fees or invoicing not pre-approved by the County's Radio System Manager.
2. All parts provided by the Vendor as needed to maintain and repair the FNE 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 One-Hundred-Dollars (\$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 One-Hundred-and-Fifty-Dollars (\$150.00)per hour.

EXHIBIT D
INSURANCE REQUIREMENTS

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 limits 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 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 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 limits of:

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

*The required 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 included 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.