

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

Blue Sheet No. 20060583

1. ACTION REQUESTED/PURPOSE: Approve transfer from Government Communications Network (GCN) reserves in the amount of \$23,879 to purchase a replacement Premier Mobile Data Computer (PMDC) data system (including hardware, software, and 1 year warranty).

2. WHAT ACTION ACCOMPLISHES: Furnishes partial funding for Lee County Public Safety to replace the Premier Mobile Data Computer software and hardware. Board approval is required for any transfer from reserves.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval.

4. Departmental Category: 07

A7A

5. Meeting Date:

5-23-2006

6. Agenda:
 Consent
 Administrative
 Appeals
 Public
 Walk-On

7. Requirement/Purpose: (specify)
 Statute
 Ordinance
 Admin. Code
 Other

8. Request Initiated:
Commissioner _____
Department Communications
Division Public Safety
 By: *Michael C. Bridges*
 Deputy Director

9. Background:
 The current system is outdated and is no longer supported by the vendor for hardware or software maintenance. Further, the system is significantly below the minimum memory and operating speed requirements for the latest available PMDC Software. Also, the recent addition of the Fire Services to the mobile data computer system has doubled the user base placing additional strain on the infrastructure.

This acquisition will ensure a total turnkey solution with the necessary service and support to make these components successfully interface with the Motorola Mobile Data Switch, Motorola Printrak Computer Aided Dispatch (CAD) system and AVL/GPS technology.

It should be noted that this is covered by Lee County Bid Waiver #W-050518

Upon transfer from Government Communications Network (GCN) reserves GC5890152000.509910, funds will be available:
 GCN KF5290352000.503460—\$23,879
 Emergency Dispatch Center KF5260300100.503460—\$35,000

Attachment (1) Motorola Proposal & License Agreement

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>	<i>[Signature]</i>				<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:
 Approved
 Deferred
 Denied
 Other

RECEIVED BY COUNTY ADMIN:
 COUNTY ADMIN FORWARDED TO:
[Signature]
 5/24

Rec. by CoAtty
 Date:
 Time:
 Forwarded To:
 A300
[Signature]

HS

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Government Communications Network (GCN) **DATE:** 05/09/06 **BATCH NO.** _____

FISCAL YEAR: FY 05/06 **FUND #:** 52000 **DOC TYPE:** YB **LEDGER TYPE:** BA

TO: _____ Public Safety _____ Government Communications Network (GCN)
(DIVISION NAME) (PROGRAM NAME)

NOTE: PLEASE LIST THE ACCOUNT NUMBER BELOW IN THE FOLLOWING ORDER:
 FUND #-DEPT/DIV #-PROGRAM #-OBJECT CODE #-SUBFUND #-PROJECT #-COST CENTER #.
 (EXAMPLE: BB5120100100.503450)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
KF5290352000.503460	Data Processing	\$ 23,879
TOTAL TO:		\$ 23,879

ACCOUNT NUMBER	OBJECT NAME	CREDIT
GC5890152000.509910	Reserve for Contingencies	\$ 23,879
TOTAL FROM:		\$ 23,879

EXPLANATION: Transfer from reserves as per Bluesheet #20060583 dated 05/23/06.

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BA NO: _____ AUTH CODE: _____ TRANS DATE: _____ REV. 05/93

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

Blue Sheet No. 20050774

1. ACTION REQUESTED/PURPOSE: Approve Bid Waiver # W-050518 to waive the formal quotation procedure, and allow Public Safety to purchase Radios, Repairs, Parts, Components and Ancillaries; including, but not limited to, personal computers, servers and related peripherals, from Motorola. A waiver has been requested because the equipment used in the Lee County Government Communication Network (GCN) contains proprietary and other protected design aspects which are only known to Motorola. It is also requested that the term of this waiver be for five years with a not-to-exceed amount of \$300,000.00 annually. Funding will come from the individual division's budget and they will be responsible for monitoring their own expenditures.

2. WHAT ACTION ACCOMPLISHES: Allows Public Safety to purchase required parts, etc. on an as-needed basis in order to keep the GCN system fully operational.

3. MANAGEMENT RECOMMENDATION: Approve as stated.

4. Departmental Category: <u>A7a</u>		5. Meeting Date: <u>6-14-2005</u>
6. Agenda: <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input checked="" type="checkbox"/> Admin. Code <u>AC-4-1</u>	
	<input type="checkbox"/> Other	
		8. Request Initiated: Commissioner _____ Department _____ Division <u>Public Safety</u> By: <u>John Wilson JW</u>

9. Background: On June 1, 2005, the Division of Purchasing received a request from Public Safety to waive the formal quotation procedure to allow for the purchase of Radios, Repairs, Parts, Components and Ancillaries; including, but not limited to, personal computers, servers and related peripherals, from Motorola.

Funds are available: KF5290352000

ATTACHMENTS:

- (1) Request for Bid Waiver
- (2) Justification for Waiver Purchase
- (3) Parts Source Verification Letter from Motorola

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.
<u>JW 6/1/05</u>	<u>[Signature] 6/1/05</u>			<u>Andrea Reaser 6/1/05</u>	<u>[Signature] 6/1/05</u>	<u>[Signature] 6/1/05</u>	<u>[Signature] 6/1/05</u>	<u>[Signature] 6/1/05</u>

11. Commission Action:

- Approved**
- Deferred
- Denied
- Other

Rec. by CoAtty
Date: 6/1/05
Time: 2:55
Forwarded To:
Admin 6/1/05

RECEIVED BY
COUNTY ADMIN: PM
6-1-05
4:30
COUNTY ADMIN
FORWARDED TO: A
6/1/05
4:30 PM



May 2, 2006

Mr. Thom Woolverton
Communication Supervisor/CAD Administrator
Lee County Public Safety
2665 Ortiz Avenue
Fort Myers, FL 33905
Tel: (239) 479-8039

Re: Proposal BO5-0813A for Premier MDC Message Switch Server Implementation

Dear Mr. Woolverton:

Motorola Inc., a Delaware corporation, by and through its Government & Enterprise Mobility Solutions Sector, The Americas Group ("Seller"), is pleased to present to you, as "Customer," the enclosed proposal dated May 2, 2006 (the "Proposal"). This Proposal is based upon the enclosed Standard Terms and Conditions of Sale and is valid for 90 days from the date of this proposal.

You may accept this Proposal by either signing where indicated on the Standard Terms and Conditions of Sale, or by simply issuing a purchase order, referring to this Proposal number BO5-0813A. Upon signature, please send your order to:

Motorola Project Support Office
6000 Spine Road.
Boulder, CO 80301

We appreciate your consideration of this Proposal and hope you will find it acceptable. We look forward to receiving your response. Please feel free to contact your Motorola Account Manager, Clark McCall, at (352) 589-5721 if you have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Coyle Schwab', with a long horizontal flourish extending to the right.

Coyle Schwab
MCEI/Vice President
Public Safety Solutions — GEMS

Attachments

Attachments
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Attachment 1. Statement of Work¹

Premier MDC Message Switch Server Implementation

1.1 General Information

This Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the implementation of a new Premier MDC Message Switch Server, and replacement of the existing Premier MDC Message Switch server to support Lee County's ("Customer") existing Premier MDC and mobile operations. The system will be composed of the following primary components:

- Mobile Data Communications (Premier MDC)
 - ◊ Premier MDC Message Switch Server Hardware utilizing a Stratus ft4300

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract.

1.1.1 General Provisions

Definition of Days: Unless otherwise indicated, time to schedule or complete tasks is given in business days, not calendar days. Business days are Monday through Friday weekly, exclusive of recognized national or Customer holidays.

1.1.2 Premier MDC Message Switch Server Hardware Specifications

Table 1. Premier MDC Stratus ft4300 Server Specification

Quantity	Manufacturing Part No.	Description
1	P3105R-2D	ftServer 4300 Rack, 2-way DMR, 3.2 GHz CPU, 1 MB iL2 Cache, No Operating System
1	S0409R-EN	Microsoft Windows Server 2003 Enterprise Edition OS (SLP Recovery CD format) media and license (English), 25 CALS, 1-2 CPU (Price included in base model)
1	S0436-EN	ftServer System Software version 4.X, English, StrataDoc CD
1	S0426	Rapid Disk Resync
4	M231	1GB DDR-2 Memory DIMM
1	AK438	USB Floppy Disk Drive Kit

¹ Design, engineering, and pricing information contained in this offering is considered proprietary and may not be shared with any person or agency not directly associated with the addressee without the express written consent of Motorola, Inc., or its designees.

Quantity	Manufacturing Part No.	Description
1	AK554	Read/Write DVD pair (one per CPU/IO, factory installed)
6	D643	74GB 3.5 10K RPM SATA Disk Drive
1	BHFCA-EY	VS160 1 drive in rackmount enclosure
1	U527	Ultra320 Adapter for Tape
1	V128	15 inch Rack Mount LCD with Keyboard Drawer
2	B501-01	N. American Power Cord Chicago/Japanese 120 VAC, 15 Amp, NEMA5-15 - 7ft
1	B50104	ftServer Power Cable Pair, 120 VAC / 15A, Plug Type NEMA 5-15, 15 feet (price included in base model)
1	AK517	ftServer Rail Kit for Rack Systems (Price included in base model)
1	AK518	Stratus ftServer-4300 family 4U Bezel (Price included in base model)
1	R531	Stratus Technologies ftServer End User License and Hardware Warranty Agreements (Price included in base model)
1	R575	Stratus ftServer 4300 and 4600 Systems: Installation Guide (Price included in base model)
1	R579	Read Me First: Unpacking ftServer 4300/4600 System (Price included in base model)
1	AK516	Advanced ASN Attach Kit (Contains Virtual Technician Module pair)
1	C620	ASN Modem, Backplane Mounted
1	MS3558	PCI Slot Filler Panel (Price included in base model)
1	PA1147	ftServer W Series Stratus 4U Rack Packaging (Price included in base model)

1.2 Detailed Description of Work

The work required by this SOW is divided into the following tasks that include the following: Title, Objective, Responsibilities, and Completion Criteria. All parties recognize that the SOW is not necessarily formatted chronologically with contractual obligations defaulting to the Performance Schedule, unless otherwise noted.

1.2.1 Premier MDC Message Switch Server Installation

The objective of this task is replace the existing Premier MDC Message Switch Server Hardware with Stratus ft4300 fault tolerant server hardware and then install the existing Premier MDC Message Switch software on this new Premier MDC Message Switch server hardware (Stratus ft4300), and perform on-site configuration. Once the server has been configured, Motorola will demonstrate that the server is ready for operation in accordance with specification standards.

1.2.1.1 Motorola Responsibilities:

1. Perform inventory of all Motorola provided hardware delivered to the Customer's site.
2. Decommission the existing Premier MDC Message Switch Server Hardware and prepare for replacement.

3. Replace the existing Premier MDC Message Switch Server Hardware with the new Stratus ft4300 fault tolerant server hardware.
4. Install new server hardware in existing mounting rack (if compatible) or in optional Stratus compatible rack. Connect AC power, network, telephone lines for diagnostics modem and remote access modem, operator controls (monitor, keyboard/mouse or existing KVM switch connections) and configure.
5. Configure the newly replaced server's Windows Server Operating System and install and configure the existing database application and files (Betrieve or Pervasive).
6. Install the existing Premier MDC Message Switch software on the newly replaced Premier MDC Message Switch server equipment and perform on-site configuration.
7. Test the initial operation of the new server and the existing Premier MDC system and interfaces.
8. Demonstrate that the Premier MDC Message Switch server is ready for operation.

1.2.1.2 Customer Responsibilities

1. Verify the equipment inventory provided by Motorola and indicate acceptance thereof.
2. Provide the required and compatible mounting rack/cabinet or select the optional mounting rack/cabinet for the new Premier MDC Message Switch Server Hardware.
3. Provide the required server operator controls and/or a compatible multi-server KVM switch for the operation of the new server hardware.
4. Provide the required dial-up telephone lines for the diagnostic and remote access modems, the network connections and network connectivity to other systems, and the required AC Power circuits and connections in accordance with the National Electrical Code (NEC). Note: Information will be provided via the Stratus ft4300 Site Installation Guide.
5. Provide AC power that is protected, clean, stabilized, AC power of correct voltage, amperage availability, and frequency, that has provisions and facility for a customer supplied Uninterruptible Power Supply (UPS) and emergency backup generator.
6. Provide a physical environment for the newly installed Premier MDC Server Hardware that is isolated and protected from RFI, EMI, surge and transients, lightning, and properly grounded.
7. Provide a temperature and humidity controlled environment for the newly installed Premier MDC Server Hardware that is capable of handling the power dissipation of the equipment.
8. Acknowledge acceptance of the newly replaced Premier MDC Message Switch server installation per the terms of the agreement.

1.2.1.3 Completion Criteria

This task is considered complete upon demonstration that the Premier MDC Message Switch server is operating in accordance with specification standards and the Customer's acceptance of the server. The successful installation and operation of the server constitutes as final acceptance.

Attachment 2. Performance Schedule

The Duration column shows the window during which the task is to occur. The activity will not necessarily occupy the entire Duration shown.

ID	Task Name	Duration
1	Implementation Project	32.25 days
2	Project Kick-Off Teleconference	28 days
7	Server Installation	4 days
15	PMDC Integration Tasks	0.5 days
16	Message Switch to Existing Interfaces	0.5 days
17	Acceptance Test	1.75 days
18	PMDC Functional ATP	0.75 days
21	Cut-Over	1 day

Attachment 3. Pricing

Pricing Proposal

Motorola pricing is based on a complete system solution. The addition or deletion of any component(s) may subject the total system price to modifications.

Description	Quantity	Total Price
Premier MDC Server Hardware with Integration - Includes the following:		
Premier MDC Server - Stratus - iServer 4300 Rack Mounted	1	
PMDC Project Implementation - Software Migration		
Grand Total		<u>\$58,879.00</u>

Maintenance Summary	
Year 2	\$11,138
Year 3	\$11,695
Year 4	\$12,280
Year 5	\$12,894

Note: Maintenance pricing is based on 2006 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.

Attachment 4. Standard Terms and Conditions of Sale

The following pages provide the Standard Terms and Conditions of Sale.

Standard Terms and Conditions of Sale

1. **Scope.** Motorola, Inc. or Printrak International, Inc., a Motorola company ("Seller") will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g. installation) described in Seller's Proposal dated May 2, 2006. These terms and conditions, together with the Proposal, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal or to a Customer solicitation to which the Proposal responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.
2. **Price and Payment Terms.** The Contract Price is U.S. \$58,879.00, exclusive of applicable sales, use, or similar taxes and freight. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. All freight charges will be pre-paid by Seller and added to the invoices. Title and risk of loss to equipment or parts will pass to Customer upon shipment; but title to software will not pass to Customer at any time. Seller will pack and ship all equipment, parts or software in accordance with good commercial practices.
3. **Software.** If this transaction involves software, any software owned by Seller ("Motorola Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached hereto as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-Motorola Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense such software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-Motorola Software.
4. **Express Limited Warranty and Warranty Disclaimer.** Motorola Software is warranted in accordance with the SLA. For one year from the date of shipment, Seller warrants that the equipment and parts under normal use and service are free from material defects in material and workmanship. These warranties do not apply to: defects or damage resulting from use of the equipment, part, or Motorola Software in other than its normal, customary, and authorized manner; defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Seller; breakage of or damage to antennas unless caused directly by defects in material or workmanship; defects or damage caused by Customer's failure to comply with all applicable industry and OSHA standards; equipment that has had the serial number removed or made illegible; batteries (because they carry their own separate limited warranty); freight costs to ship equipment or parts to the repair depot; scratches or other cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and normal or customary wear and tear. These express limited warranties are extended by Seller to the original user purchasing the products for commercial, industrial, or governmental use only, and are not assignable or transferable. If Customer gives notice of a valid warranty claim before the expiration of the warranty period, Seller will (at its option and at no additional charge to Customer) repair the defective product, replace it with the same or equivalent product, or refund the price of the defective product. Such action will be the full extent of Seller's liability hereunder. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Seller. THESE WARRANTIES ARE THE COMPLETE WARRANTIES AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. **Delays and Disputes.** Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.
6. **LIMITATION OF LIABILITY.** Except for personal injury or death, Seller'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 purchase price of the products or services for which losses or damages are claimed. SELLER 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, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of such cause of action. This limitation of liability will survive the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of such information and not disclose it to any third party; take necessary and appropriate precautions to protect such information; and use such information only to further the performance of this Agreement. Confidential information is and shall remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-Motorola Software, and any third party manufacturer own and retain all of their respective proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous. Each party will comply with all applicable federal, state and local laws, regulations and rules concerning the performance of this Agreement or use of the products. Customer will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the products. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Seller

By: _____

Name and Title: _____

Date: _____

Customer

By: _____

Name and Title: _____

Date: _____

Exhibit A
Software License Agreement

In this Exhibit A, the term "Licensor" means Motorola, Inc., ("Motorola") or Printrak International, Incorporated, a Motorola company ("Printrak"); "Licensee," means the Customer; "Primary Agreement" means the Standard Terms and Conditions of Sale to which this exhibit is attached; and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

Section 1 SCOPE

Licensor will provide proprietary software and/or radio communications, computer, or other electronic products ("Products") containing embedded or pre-loaded proprietary software to Licensee. "Software" means such proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works thereof; such software may contain one or more items of software owned by a third party supplier ("Third Party Software"). Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." This Agreement contains the terms and conditions pursuant to which Licensor will license to Licensee, and Licensee may use, the Software and Documentation.

Section 2 GRANT OF LICENSE

Subject to Section 1, Licensor hereby grants to Licensee a personal, non-transferable (except as permitted in Section 8 below), limited, and non-exclusive license under Licensor's applicable proprietary rights to use the Software and related Documentation for the purposes for which they were designed and in accordance with the terms and conditions of this Agreement. The license does not grant any rights to source code.

If the Software is or includes Integration Framework, Customer Service Request ("CSR"), or Cityworks software, such Software is licensed pursuant to this Software License Agreement plus a separate document entitled "Software License Agreement Rider for Integration Framework, Customer Service Request, or Cityworks Software" (which document is incorporated by this reference and is either attached to this Agreement or will be provided upon Licensee's request).

Section 3 LIMITATIONS ON USE

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