

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Donald DiPetrillo, Fire Chief
(954) 797-1213

SUBJECT: Resolution

AFFECTED DISTRICT: n/a

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE FLORIDA, WAIVING FORMAL BIDDING AND ACCEPTING THE BID FROM PINPOINT TECHNOLOGIES, INC. AS A SOLE SOURCE SUPPLIER FOR WINDOW BASED COMPUTER SOFTWARE AND LICENSING, TITLED EMS PRO.

REPORT IN BRIEF:

In November 2001, the Town applied for, and was awarded an EMS grant for computer technology by the State of Florida, Department of Health to assist in EMS data management and reporting. The grant provided 75% of funding or \$31,875, and the Town's match was 25% of funding or \$10,625. Since the grant was applied for, the cost of the licensing increased by \$12,700 and the grant will cover only what was originally requested. Therefore, the department will need to allocate the additional cost from the department's existing operating account. The software will be purchased in stages as the project implementation is phased into service. This is the second phase of the project to meet the grant deadline prior to February 2003.

Pinpoint Technologies, Inc. was selected because the company is the exclusive provider for all Zoll Medical reporting systems and is the only EMS reporting software solution that will work with our Zoll Medical Equipment.

PREVIOUS ACTIONS:

Partial funding for the computers and equipment were provided through the State EMS Matching Grant awarded to the Town. A match of 25% was allocated on July 10, 2002, by Town Council within the 5 Year Capital Project Program.

CONCURRENCES:

The Fire Rescue Department, the Procurement Manager and the Information Systems concur with the purchase from Pinpoint Technologies, Inc.

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost: \$55,200

Account

Name:

State fund is for \$31,875.

Additional Comments: The difference of \$12,700 will be taken out of the First Aid Supplies and Equipment Account to cover the cost of additional site licenses.

RECOMMENDATION(S): Motion to approve resolution.

Attachment(s):

Resolution

Procurement Authorization

Software Licensing Agreement

Sole Source Letter/Information

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE FLORIDA, WAIVING FORMAL BIDDING AND ACCEPTING THE BID FROM PINPOINT TECHNOLOGIES, INC. AS A SOLE SOURCE SUPPLIER FOR WINDOW BASED COMPUTER SOFTWARE AND LICENSING, TITLED EMS PRO.

WHEREAS, the fire rescue department is in need of computer software and licensing to implement the EMS Reporting Software System; and,

WHEREAS, this system will assist fire rescue by computerizing their medical incident reporting system and expedite the required EMS reporting to the state; and,

WHEREAS, partial funding for the computer software and licensing is funded through the State of Florida Emergency Medical Services grant program; and,

WHEREAS, the Fire Rescue Department exclusively uses Zoll Medical Equipment and Zoll's exclusive provider of compatible reporting technology is Pinpoint Technologies, Inc.; and,

WHEREAS, Pinpoint Technologies, Inc. is the original manufacturer of these software and licensing; and,

WHEREAS, after review, the Town Council wishes to waive formal bidding and accept the bid from Pinpoint Technologies, Inc. as a sole source supplier for EMS PRO.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The _____ Town
Technologies, Inc. as a sole source supplier for EMS PRO.

SECTION 2. The Town Council hereby authorizes the expenditure not to exceed \$55,200 for the purchase of these computer software and licensing.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2002

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2002

Signed _____

Town Administrator

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Software Licensing Agreement

Pinpoint Technologies, Inc
 1800 38th Street
 Boulder, CO 80301
 303.801.0000

Account Manager: Hayden, Mark
 P.O. Number:
 Order Date: 08/01/2002
 Control No.:
 Order Type: Regular Order
 Status: Sales Order
 Page No: 1 of 1

Bill To: Town of Davie Fire Rescue
 Attn: Joe Rivero
 Address: 6901 Orange Drive
 Davie, FL 33314

Ship To: Town of Davie Fire Rescue
 Attn: Joe Rivero
 Address: 6901 Orange Drive
 Davie, FL 33314

Ship Via: UPS

Item	Description	Quantity	Unit Price	Ext. Price
EMS Pro				
BPK	Base Package (Includes one networked license)	1	\$10,000.00	\$10,000.00
NUL	User License	5	\$2,200.00	\$11,000.00
MUL	Mobile User License	5	\$2,200.00	\$11,000.00
SBT	Standard Billing Transfer	1	\$3,500.00	\$3,500.00
SRE	State Regulatory Extract	1	\$5,000.00	\$5,000.00
Deployment				
DEG	EMS Pro Gold Deployment (price exclusive of travel & expenses)	1	\$5,000.00	\$5,000.00
Technical Services				
CUI	Custom Interface	1	\$7,500.00	\$7,500.00

Terms

\$13,800.00 Due at first deployment site visit \$13,800.00 due net 30 days after final deployment site visit.	Subtotal:	55,200.00
	Tax:	Tax Exempt
	Deposit:	27,600.00
	Support:	5,020.00 90 Days Free**
	Software Upgrade Program:	5,020.00 1 Year Free**
	Total Contract Price:	55,200.00

No Geo-Data included

No Forms included

* Technical Support and Software Upgrade programs are each 10% of the total software price.
 ** 90 day free Technical Support and 1 year free Software upgrade periods start upon installation of software.
 Customer's signature acknowledges that customer has read and understands the terms and conditions of this agreement or those separately executed.

Agreement expires in 60 days from above date

Pinpoint Technologies, Inc.

Town of Davie Fire Rescue

Fred Funke
 Director of North American Sales

Authorized Signature _____ Date _____

Printed Name _____

GENERAL TERMS AND CONDITIONS

- I. AGREEMENT** This Agreement is made by and between Pripoint Technologies, Inc. ("Pripoint") and Customer, as referenced on the reverse of this Agreement ("Customer") for the license to use the Software product as described herein in consideration of the amount to be paid listed as "Total System Price" on the front of this agreement. The Total System Price may be exclusive of any sales, use, and other excise taxes which may be applicable. All such charges and taxes shall be the responsibility of and borne by the Buyer and may be invoiced to the Buyer separately and at a future date than that of this contract.
- II. SOFTWARE LICENSE** This Software consists of copyrighted computer software ("Program") and a copyrighted user manual ("User Manual") from Pripoint and is comprised of the modules as indicated on the front of this Agreement. This Agreement provides for use of an authorized copy of the Program by Customer. The title and all copyrights and ownership rights in the Program and User Manual are retained by Pripoint. Customer acknowledges that the Program represents and embodies certain trade secrets and confidential information of Pripoint. Pripoint grants Customer a limited non-exclusive license (i) to load licensed copies of the Program (in the memory of microcomputers located at Customer's site (ii) to load concurrent central processing unit (per user license) as necessary to use the Program. All user licenses under the terms of this agreement must access the same data source (a single database which is the central repository of data for the software). The above license is granted provided that Customer use the software in the manner in which it was intended, as described by the User Manual. All Copies of the Program are subject to the restrictions in this Agreement and all copies must be destroyed if Customer's continued possession or use of the original copy ceases or this Agreement is terminated.
- III. THIRD PARTY SOFTWARE** Third party software may be used in conjunction with Pripoint software. It is the responsibility of Customer to ensure that no terms and conditions are being violated in regard to use of such third party software and is Customer's responsibility to obtain and purchase additional user and/or user licenses for such third party software as needed. If upgrading to a different version of stand party software is needed in order to use certain features of Pripoint software or third party software, it is the responsibility of Customer to obtain and purchase third party software version upgrades.
- IV. SOFTWARE OBSOLESCENCE** Pripoint may, from time to time, make decisions to discontinue support of older versions of its software, third party applications and operating systems. Pripoint recognizes that this policy can impact Customer's operations and makes such decisions only when in the best long-term interest of product progress. Please see the complete Software Obsolescence Policy for details.
- V. HARDWARE** Customer may be provided with hardware under this agreement. Pripoint Technologies does not provide any warranty for hardware. Please see section XII LIMITED WARRANTY of this agreement. Customer will ensure that all hardware and networks purchased and maintained by Customer will conform to Pripoint's Hardware Specifications document, available on request. Pripoint reserves the right to charge for work done to assist customer in configuring and maintain customer's hardware and network.
- VI. SERVICES** Under this agreement, Customer may receive Services such as *Novus* and *NetZoom* from Pripoint Technologies, Inc. Such Services may rely on third party products to function properly. Please see section XIII DISCLAIMER of this agreement. Provision of Service provided to Customer by Pripoint is dependent on full payment of monies owed to Pripoint.
- VII. PROGRAM UPGRADES** Customer will receive notices from Pripoint of upgrades to the Program, and Customer may discuss with Pripoint by telephone, in writing or in person questions about the installation and use of the Program Upgrades. Customer will have the option to purchase any or all upgrades from Pripoint. Periodically, service packs are also made available at no charge to Customer. Program Upgrades are mailed on a CD to customers. Service packs are made available on Pripoint's Internet site or may be mailed on a CD at Customer's request. It is highly recommended that Customer obtain a dedicated or dedicated network connection to obtain service packs.
- VIII. TECHNICAL SUPPORT** Customer may purchase from Pripoint at the option of Customer, a yearly Service and Maintenance package that will include unlimited access to Technical Support personnel for questions and problems relating to the use and the configuration of all Pripoint Programs during annual business hours and a 24-hour "hot-line" for emergency support for the *RightCAD* Program only. Technical support is provided via dial-in using the *PCAnywhere* communication package. Customer is responsible for obtaining an adequate modem and communication software. Technical support is conditioned on full payment of monies owed to Pripoint Technologies, Inc. Either party may cancel the Service and Maintenance package upon 30 days written notice to other party. Any liability of Pripoint regarding the Service and Maintenance package shall be limited to the fees exchanged for the package.
- IX. SOFTWARE SECURITY DEVICE** Pripoint protects unauthorized duplication of its software by means of a software security device (also known as an SSD or a "dongle"). This device must be present on the server or any NT workstation in order for Pripoint's software to function.
- X. CUSTOM PROGRAMMING AND CUSTOM REPORTS** Customer agrees that custom work beyond the software described on the reverse side falls outside the scope of this Agreement. Pripoint charges an hourly rate for programming and custom reporting. Pripoint reserves the right to refuse any custom work.
- XI. RESTRICTIONS** Customer agrees not to sublicense, rent, lease, sell, pledge or otherwise transfer or distribute the original copy or archival copy of the Program or the User Manual without the express written consent of Pripoint. A transfer of user licenses to an alternate site may be subject to a 10% re-stocking / transfer fee. Customer agrees not to translate, modify, disassemble, decompile, reverse engineer, or create derivative works based on the Program or any portion thereof. Customer also agrees not to copy the User Manual except for internal training purposes without the express written consent of Pripoint.
- XII. COLLECTIONS** Customer acknowledges that should Customer not pay its account and the account is assigned to a collection agency, Customer will be liable for any collection fee charged by the agency plus any other collection costs and any reasonable attorney fees and court costs. Furthermore, interest will be assessed at the rate of 18% per year on all outstanding balances.
- XIII. CONFIDENTIALITY** In connection with the negotiation of this Agreement and Pripoint's participation in the installation and support of the Software, Pripoint has obtained or will obtain certain information regarding the business and financial plans of Customer, the records of payments served by Customer, accounts payable, accounts receivable and billing systems of Customer, personnel information, information regarding vehicle deployment and maintenance, trade secrets, customer lists, and other similar information (collectively "Customer's Confidential Information"). Pripoint hereby agrees that, for itself and its shareholders, officers, directors and employees, Pripoint shall not disclose to others any of Customer's Confidential Information without Customer's prior written consent for any such disclosure. In connection with the negotiation of this Agreement and Pripoint's participation in the installation and support of the Software, Customer has obtained or will obtain information regarding the business and financial plans of Pripoint, trade secrets of Pripoint, the programming which comprises the Program, sales and marketing plans and other similar information (collectively "Pripoint's Confidential Information"). Customer hereby agrees that, for itself and its shareholders, officers, directors and employees, Customer shall not (include to advise any of Pripoint's Confidential Information without Pripoint's prior written consent for any such disclosure.
- XIV. LIMITED WARRANTY** Pripoint warrants to Customer for ninety (90) days from the date Customer received the Software Package that the Program disks contain an accurate reproduction of the Program, and the copy of the User Manual is accurately reproduced and that the product will perform substantially according to the specifications as described in the User Manual and any feasibility specifications. To obtain replacement of these materials, Customer must (i) return the inaccurate disk or copy of the User Manual to Pripoint within the warranty period or (ii) first notify Pripoint in writing within the warranty period that an accuracy has been found and then return the materials. This limited warranty only covers the original user of the Software Package, and Pripoint makes no other express warranties. WARRANTIES RELATING TO THIS SECTION ARE LIMITED IN DURATION TO THIS NINETY (90) DAY WARRANTY PERIOD. REPLACEMENT OF THE DISK CONTAINING THE PROGRAM OR THE USER MANUAL IS YOUR EXCLUSIVE REMEDY AND SOLE MEASURE OF RECOVERABLE DAMAGES. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply. This warranty gives Customer specific legal rights, and Customer may also have other rights that will vary from state to state. Any liability of Pripoint regardless of the cause shall be limited to the amount of fees exchanged under this Agreement. Under this agreement Hardware may be provided to the Customer. As a result of hardware, Pripoint Technologies does not provide any warranty for hardware to the Customer. The only hardware warranty available to Customer, if any, are warranties provided by the hardware manufacturer.
- XV. DISCLAIMER** THE PROGRAM AND THE USER MANUAL ("THE PACKAGE") ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITHOUT LIMITATION, ALL WARRANTIES AGAINST INFRINGEMENT OR THE LIKE RESPECTING THE PACKAGE ARE HEREBY DISCLAIMED BY PIPPOINT. PIPPOINT DOES NOT WARRANT THAT ANY FUNCTIONS CONTAINED IN THIS PACKAGE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT CUSTOMER'S USE OF THE PACKAGE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER AGREES TO INDEMNIFY PIPPOINT AGAINST ANY SUCH LIABILITY TO CUSTOMER OR ANY THIRD PARTY REGARDING THE PACKAGE OR OTHERWISE IN WARRANTY, CONTRACT, TORT OR OTHERWISE, IN NO EVENT WILL PIPPOINT BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE (SUCH AS DAMAGE TO PROPERTY, DAMAGES RESULTING FROM DELAY, CLAIMS OF THIRD PARTIES, LOSS OF PROFITS, OR INJURY TO PERSON) WHICH MAY ARISE IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE PACKAGE. THIS CLAIMS SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply. Under this agreement, Services such as *Novus* and *NetZoom* may be provided to Customer. Such Services offered by Pripoint Technologies may rely on Third Party products and services (e.g. Internet Service Providers) to function properly. Customer agrees not to hold Pripoint Technologies responsible for any interrupted service and/or damage resulting from a Third Party service or product. Customer is responsible for the installation of software on Customer's equipment. In the event that a Pripoint representative is requested to install software, Customer shall take reasonable steps to backup other software previously installed on such equipment. In no case shall Pripoint be liable for any failure of such third-party software due to installation of Pripoint's software.
- XVI. INDEMNIFICATION** Except as may otherwise be agreed to in writing by the parties, and except with respect to any breach of this Agreement by Pripoint, Pripoint shall have no responsibility of any kind and Customer shall indemnify and hold harmless Pripoint from, against and in respect of the full amount of any and all liabilities, damages and claims, including, without limitation, fees and disbursements of trial and appellate counsel, arising from, in connection with, or incident to the Program.
- XVII. TERMINATION** This License will AUTOMATICALLY terminate if Customer fails to comply with any term or condition of this Agreement. Customer agrees upon such termination to return to Pripoint, at Customer's expense, the Software and accompanying documentation, together with all copies and modifications.
- XVIII. GENERAL** The laws of the state of Colorado shall govern the construction and performance of this Agreement. The prevailing party in any action or proceeding brought in connection with an alleged breach of this Agreement shall be awarded reasonable attorneys' fees to be paid by the other party. This Agreement will govern any upgrades, if any, to the Program that Customer receives and contains the entire understanding between the parties and supersedes any proposal or prior agreement regarding the subject matter hereof.
- XIX. FUTURE PURCHASES** All future purchases are subject to the terms and conditions of this agreement unless otherwise agreed upon by both parties in writing.
- XX. PAYMENT** Pripoint and Customer will agree upon mutually agreeable training dates. Should training be delayed at the request of Customer beyond 6 months, all payments tied to training will become immediately due.



Pinpoint Technologies, is uniquely positioned to provide EMS Agencies with a "Sole Source" solution for Electronic Patient Monitoring and Reporting Systems. In 1999, Zoll Medical, Inc., the world's 2nd largest monitor/defibrillator company, acquired Pinpoint Technologies, Inc.

Since that acquisition, both companies have begun the development process of integrating all of their collective product lines into a single, fully integrated system called RescueNet™. This process has included the complete integration of the Zoll "M" Series™ Monitor/Defibrillator and EMSPro™ Electronic Patient Care Reporting system's software.

While other companies currently have the ability to "interface" with monitors and defibrillators, no other company is able to provide true integration that has been achieved. Additionally, this ultimately leave the client to work through issues and problems that will occur in the future, when either company changes anything within their respective systems. With the our integration, we are the only company, so changes occur naturally.

Our strength and financial stability also provides our clients with the confidence that our organization will be able to provide for their needs, well into the future. No other company, which produces an Electronic Patient Care Reporting System, has the ability to make the following claims:

- More than 40 multiple-user client sites in the United States
- More than 65 full-time employees
- More than \$100 million in annual sales
- Profitability—Strong Financials
- Record Sales Years for the past 5 years.

The following pages contain an overview of our Company, and a listing of the unique features of our EMSPro™ product. We encourage you to review them. If the need for further information is required, please contact your account manager.

Thank you for the opportunity to provide you with this information that we hope will provide you with the most unique and fiscally responsible system in existence today.

DETAILED PRODUCT SPECIFICATIONS IS ON FILE IN FIRE
ADMINISTRATION. IF YOU REQUIRE A COPY, PLEASE
CONTACT (954) 797-1213.