

**Council Meeting: July 14, 2009****SUBJECT: Award of Contract for the Maintenance of the City's Radio Communication Systems (F0806-92)****REPORT IN BRIEF**

Approval is requested for the award of a one-year contract in the amount of \$180,927 to Motorola, Inc., of Van Nuys to maintain the City's Motorola radio communication systems for the Information Technology Department.

DISCUSSION

The City's radio communication systems consist of two major components for which ongoing maintenance is required:

- The emergency communication system used by the Department of Public Safety; and
- The non-emergency communication system used by the Departments of Public Works and Community Services.

The proposed contract also includes maintenance of the Sunnyvale Amateur Radio Emergency Services (SARES) repeater system equipment installed for the Department of Public Safety. A list of equipment to be maintained is included in the attached draft Service Agreement, which also describes the services to be provided.

Section 2.08.070 (b) of Sunnyvale Municipal Code exempts from competitive bidding those situations where the City's requirements can be met solely by a single source. Much of the equipment and interfaces used in both the emergency and non-emergency systems is proprietary Motorola technology, and support is available only through Motorola.

FISCAL IMPACT

Total cost to the City for a one-year contract will not exceed \$180,927. Funds are budgeted in Information Technology Program 767 – Infrastructure Service and Support.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, in the Council Chambers lobby, in the Office of the City Clerk, at the Library, Senior Center, Community Center and

Department of Public Safety; posting the agenda and report on the City's Web site; and making the report available at the Library and the Office of the City Clerk.

RECOMMENDATION

It is recommended that Council:

1. Award a contract, in substantially the same form as the attached draft and in the amount of \$180,927, to Motorola, Inc. for maintenance of the City's radio communications systems.

Reviewed by:

Mary J. Bradley, Director of Finance
Prepared by: Pete Gonda, Acting Purchasing Officer, Finance

Reviewed by:

Cuong Nguyen
Director of Information Technology

Approved by:

Gary M. Luebbers
City Manager

Attachment

- A. Draft Service Agreement

DRAFT



SERVICE AGREEMENT

Attn: National Service Support
1309 East Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Contract Number: S00001001270
Contract Modifier: RN01-APR-09 08:38:04
Supercedes Agreement(s):

Date: 05/21/2009

| |
|---------------------------------------|
| Company Name: SUNNYVALE, CITY OF |
| Attn: |
| Billing Address: P O Box 3707 |
| City, State, Zip: Sunnyvale, CA 94088 |
| Customer Contact: Cheryl Bunnell |
| Phone: (408)730-7657 |
| Fax: |

Required P.O.: Yes
Customer #: 1011862704
Bill to Tag #: 0001
Contract Start Date: 07/01/2009
Contract End Date: 06/30/2010
Anniversary Day: Jun 30th
Payment Cycle: QUARTERLY
Tax Exempt: Pays All Taxes
PO #: BL001232

| Qty | Model/Option | Description | Monthly Ext | Extended |
|-----|---------------|---|-------------|-------------|
| | | ***** Recurring Services ***** | | |
| | SVC01SVC0017C | LOCAL RADIO COMBO W/PICK-UP/DLVRY | | |
| 136 | SVC154AC | ENH: ONSITE OPTION | \$474.64 | \$5,695.68 |
| 2 | SVC154AC | ENH: ONSITE OPTION | \$7.06 | \$84.72 |
| 3 | SVC154AC | ENH: ONSITE OPTION | \$11.40 | \$136.80 |
| 208 | SVC154AC | ENH: ONSITE OPTION | \$848.64 | \$10,183.68 |
| 2 | SVC619AA | DESKTRAC, DESKTRAC 800 CONSOLETTTE | \$21.72 | \$260.64 |
| 136 | SVC629AA | HT1000 | \$1,281.12 | \$15,373.44 |
| 208 | SVC647AA | MTS2000 | \$2,548.00 | \$30,576.00 |
| 17 | SVC645AA | MCS2000 | \$191.59 | \$2,299.08 |
| 2 | SVC645AA | MCS2000 | \$22.56 | \$270.72 |
| 79 | SVC687AA | SPECTRA (EXCEPT SPECTRA ASTRO & SPECTRA RR) | \$877.69 | \$10,532.28 |
| 2 | SVC690AA | SPECTRA ASTRO CONSOLETTTE | \$36.92 | \$443.04 |
| 2 | SVC691AA | SPECTRA MOTORCYCLE ASTRO | \$24.76 | \$297.12 |
| 5 | SVC691AA | SPECTRA MOTORCYCLE ASTRO | \$86.65 | \$1,039.80 |
| 2 | SVC693AA | VISAR | \$21.18 | \$254.16 |
| 3 | SVC700AA | XTS3000 (COSMO) | \$37.59 | \$451.08 |
| 1 | SVC619AB | XTL5000 - MOBILE | \$16.33 | \$195.96 |
| 4 | SVC632AB | MAXTRAC (EXCL. PP2000) - MOBILE | \$45.16 | \$541.92 |
| 2 | SVC985AA | MOBILE PICK UP AND DELIVERY | \$4.86 | \$58.32 |
| 5 | SVC985AA | MOBILE PICK UP AND DELIVERY | \$17.00 | \$204.00 |
| 17 | SVC985AA | MOBILE PICK UP AND DELIVERY | \$57.97 | \$695.64 |
| 2 | SVC985AA | MOBILE PICK UP AND DELIVERY | \$6.84 | \$82.08 |
| 79 | SVC985AA | MOBILE PICK UP AND DELIVERY | \$292.30 | \$3,507.60 |
| 4 | SVC985AA | MOBILE PICK UP AND DELIVERY | \$16.72 | \$200.64 |
| 2 | SVC323AC | CONSOLETTTE-PICK UP & DELIVERY | \$7.24 | \$86.88 |
| 2 | SVC323AC | CONSOLETTTE-PICK UP & DELIVERY | \$7.24 | \$86.88 |
| | SVC01SVC1102C | DISPATCH SERVICE | | |
| 1 | SVC242AC | ENH: DISPATCH CENTER LOCATION | \$192.18 | \$2,306.16 |
| 9 | SVC244AA | ENH: CONVENTIONAL SITE | \$0.00 | \$0.00 |
| | SVC01SVC1410C | ONSITE INFRASTRUCTURE RESPONSE | | |
| 9 | SVC218AA | SITES | \$0.00 | \$0.00 |
| 1 | SVC219AA | STATION(S) | \$100.36 | \$1,204.32 |
| 4 | SVC219AA | STATION(S) | \$453.80 | \$5,445.60 |
| 4 | SVC219AA | STATION(S) | \$470.60 | \$5,647.20 |
| 2 | SVC219AA | STATION(S) | \$260.60 | \$3,127.20 |
| 4 | SVC219AA | STATION(S) | \$292.56 | \$3,510.72 |
| 1 | SVC219AA | STATION(S) | \$93.92 | \$1,127.04 |
| 12 | SVC223AA | CONTROL STATIONS | \$434.28 | \$5,211.36 |
| 13 | SVC224AA | REMOTES | \$338.78 | \$4,065.36 |
| 1 | SVC986AA | DISPATCH CENTER LOCATION | \$0.00 | \$0.00 |
| 14 | SVC180AD | CONSOLE INTERFACE UNIT | \$329.14 | \$3,949.68 |

| | | | | |
|----|---------------|--|------------|-------------|
| 2 | SVC208AD | DIGITAC COMPARATOR | \$97.56 | \$1,170.72 |
| 4 | SVC208AD | DIGITAC COMPARATOR | \$282.24 | \$3,386.88 |
| 1 | SVC237AD | GOLD SERIES ELITE OPS | \$222.12 | \$2,665.44 |
| 6 | SVC237AD | GOLD SERIES ELITE OPS | \$1,957.38 | \$23,488.56 |
| 1 | SVC244AD | NETCLOCKS/RUBIDIUM/GPS | \$29.68 | \$356.16 |
| | SVC01SVC1422C | LOCAL RADIO COMBO PACKAGE | | |
| 39 | SVC27AC | XTS5000 | \$759.72 | \$9,116.64 |
| 11 | SVC619AB | XTL5000 - MOBILE | \$185.02 | \$2,220.24 |
| 1 | SVC632AB | MAXTRAC (EXCL. PP2000) - MOBILE | \$11.67 | \$140.04 |
| | SVC02SVC0015C | SP - SUBSCRIBER REPAIR - LOCAL BATTERY | | |
| 9 | SVC02SVC0016C | SP - PAGING REPAIR - FIELD | \$1,049.76 | \$12,597.12 |
| 7 | SVC02SVC0028C | MINITOR PAGER | \$58.24 | \$698.88 |
| 1 | SVC02SVC0028C | SP - FSO MAINTENANCE SERVICES XTS3000 | \$494.39 | \$5,932.68 |

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

| | | |
|--|--------------|---------------|
| Subtotal - Recurring Services | \$ 15,077.18 | \$ 180,926.16 |
| Subtotal - One-Time Event Services | \$.00 | \$.00 |
| Total | \$15,077.18 | \$180,926.16 |
| Taxes | - | - |
| Grand Total | \$ 15,077.18 | \$ 180,926.16 |
| THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA. | | |

| Subcontractor(s) | City | State |
|---|-------------|-------|
| MOTOROLA CALIFORNIA REGION DO 099 | TOLUCA LAKE | CA |
| MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066 | SCHAUMBURG | IL |

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

 AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

 CUSTOMER (PRINT NAME)

 MOTOROLA REPRESENTATIVE (SIGNATURE) TITLE DATE

 MOTOROLA REPRESENTATIVE (PRINT NAME) PHONE FAX

Service Terms and Conditions

Motorola, Inc., ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola agrees to provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by Motorola. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for such services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are specifically stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer agrees to reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole 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. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, 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. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of

this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer 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. Customer 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 itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. 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.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS

THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.



Statement of Work
Prepared For :

SUNNYVALE, CITY OF

P O BOX 3707

SUNNYVALE, CA 94088



Statement of Work

Definitions

1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1 **Box Unit Test:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2 **Case:** Electronic tracking document for requests for service through the System Support Center.
- 1.3 **Case Status:** Identifier of the status of a Case from beginning to-end.
- 1.4 **Component(s):** Motorola new or refurbished parts of equal quality.
- 1.5 **Configuration Change Support:** A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleetmapping is not included in Configuration Change Support.
- 1.6 **Connectivity:** Establishment of remote access to the System via dial up or fixed dedicated links.
- 1.7 **Continuously/Continuous:** Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 1.8 **Customer:** The end-user Customer as identified in the Agreement.
- 1.9 **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.10 **Elements:** Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.11 **Equipment:** The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.12 **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.13 **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 1.14 **Feature:** A Software functionality
- 1.15 **Federal Technical Center:** A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 1.16 **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 1.17 **FRU:** Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18 **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19 **Infrastructure Depot Operations (IDO):** A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
- 1.20 **Loaner:** Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.21 **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and

- reinstalling the Components,, and placing the Equipment back into operation.
- 1.22 MCNS: Mission Critical Network Services
 - 1.23 Motorola Software: Software whose copyright is owned by Motorola or its affiliated company
 - 1.24 Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company.
 - 1.25 Notification: The point in time when the Customer contacts Motorola and requests service.
 - 1.26 Optional Feature: An additional Feature issued with a System Release that is available to Customer at additional cost.
 - 1.27 Radio Support Center (RSC): A Motorola facility which serves as Motorola's centralized location for radio repair.
 - 1.28 Response: The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
 - 1.29 Restore/Restoration/Restoral: The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
 - 1.30 Servicer: A Motorola Authorized Service Station or Motorola Field Service personnel.
 - 1.31 Severity Level: The degree of adverse impact of an issue or Event.
 - 1.32 Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.
 - 1.33 Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
 - 1.34 Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
 - 1.35 Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
 - 1.36 Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release
 - 1.37 Start Date: Effective start date as listed on the Agreement.
 - 1.38 System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
 - 1.39 System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.
 - 1.40 System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources
 - 1.41 System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
 - 1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
 - 1.43 Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
 - 1.44 Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.
 - 1.45 Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment
 - 1.46 Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
 - 1.47 Work-around: A change in the followed procedures or data supplied by Vendor to avoid

- error without substantially impairing use of the Equipment.
- 1.48 Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

Definitions

Approved by Motorola Contracts & Compliance 10-31-2006



Statement of Work

OnSite Infrastructure Response and Dispatch Service

1.0 Description of Services

The Motorola System Support Center (SSC) will receive Customer request for service and dispatch a Servicer. For Mesh system a Servicer will be dispatched only to the central site where the Mobile Integrated System Controller (MISC) is located. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC will maintain contact with the on-site Servicer until System Restoral and Case is closed. The SSC will Continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Continuously receive service requests.
- 2.2. Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.2.1. Characterize the issue.
 - 2.2.2. Determine a plan of action.
 - 2.2.3. Assign and track the Case to resolution.
- 2.3. Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.
- 2.4. Ensure the required personnel have access to Customer information as needed.
- 2.5. Servicer will perform the following on-site:
 - 2.5.1. Run diagnostics on the Infrastructure or FRU.
 - 2.5.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.5.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.6. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.9. Notify Customer of Case Status as defined required by the Customer Support Plan:
 - 2.9.1. Open and closed; or
 - 2.9.2. Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.

2.10. Provide Case activity reports to Customer.

3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service Continuously.
- 3.2. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.2.1. Case notification preferences and procedure.
 - 3.2.2. Repair Verification preference and procedure.
 - 3.2.3. Database and escalation procedure forms.
 - 3.2.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned System ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open a Case.
- 3.4. Allow Servicers access to Equipment.
- 3.5. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.
- 3.6. Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 3.7. Maintain and store in an easily accessible location proper System backups.
- 3.8. For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by Customer in accordance with section 3.2.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

*OnSite Infrastructure Response and Dispatch Service
Approved by Motorola Contracts and Compliance 1/30/08*

Severity Definitions Table

| Severity Level | Problem Types |
|----------------|--|
| Severity 1 | <ul style="list-style-type: none"> • Response is provided Continuously • Major System failure • 33% of System down • 33% of Site channels down • Site Environment alarms (smoke, access, temp, AC power). • This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available. |
| Severity 2 | <ul style="list-style-type: none"> • Response during Standard Business Day • Significant System Impairment not to exceed 33% of system down • System problems presently being monitored • This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective |
| Severity 3 | <ul style="list-style-type: none"> • Response during Standard Business Day • Intermittent system issues • Information questions • Upgrades/Preventative maintenance • This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades. |

Response Times Table (Customer's Response Time Classification is designated in the Service Agreement)

| Severity Level | Standard Response Time | Restoral | Off Deferral |
|----------------|---|----------|-----------------------------|
| Severity 1 | Within 4 hours from receipt of Notification Continuously | 8 hours | Time provided by Servicer * |
| Severity 2 | Within 4 hours from receipt of Notification Standard Business Day | 8 hours | Time provided by Servicer * |
| Severity 3 | Within 24 hours from receipt of Notification Standard Business Day | 48 hours | Time provided by Servicer * |

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
 - Provide update **before** the specific contractual commitments come due.
- * Note: Provide update to System Support Center **before** Deferral time comes due.

*OnSite Infrastructure Response and Dispatch Service
Approved by Motorola Contracts and Compliance 1/30/08*



Statement of Work

Local Radio Combo Package

1.0 Description

Local Radio Combo Package provides operational check and board level repair services for mobile, portable, two-way and mobile data. An operational check is an analysis of the Equipment to identify external or internal defects. Local Radio Combo Package also includes service on standard palm microphones and single mobile controls heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture. Service is only included on Equipment specifically named in the applicable Agreement to which this Statement of Work is attached.

Local Radio Combo Package excludes repairs to: optional accessories; iDEN accessories; iDEN mobile microphones; non-standard mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, mobile antennas; mobile power & antenna cables and power supplies.

The following services are excluded from Local Radio Combo service unless they are purchased for an additional fee. The services are Pick-up & delivery, Subscriber Preventative Maintenance, Portable Remote Speaker Microphones, Portable Antenna Replacements and Mobile Remote Control Heads.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Service to be performed at the Servicer facility during Standard Business Days.
- 2.2 Perform an operational check on the Equipment to determine the nature of the problem.
- 2.3 Remove/reinstall mobile or data Equipment from/to Customer's vehicle as needed for additional servicing.
- 2.4 Test and Restore the Equipment to Motorola factory specifications.
- 2.5 Remove any dust, and/or foreign substances from the Equipment.
- 2.6 Reprogram Equipment necessary to return Equipment to original operating parameters based on the template in the Equipment, if the template information can be retrieved from the Equipment, or from a backup diskette provided by Customer containing the template information. If the Customer template is not provided or not reasonably usable, a generic template utilizing the latest Radio Service Software (RSS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template.
- 2.7 Notify Customer upon completion of repair for pickup of Equipment.

3.0 Customer has the following Responsibilities:

- 3.1 Deliver and pick up Equipment to/from the Servicer facility.
- 3.2 Inform Servicer of description of problem for Equipment brought in for service.
- 3.3 If the Equipment will not power up, or if desired, supply Servicer with a backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating parameters. If applicable, record the current flashcode for each radio.
- 3.4 If Motorola must use a generic template to restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Local Radio Combo Package service to Customer.

Local Radio Combo Package
Approved by Motorola Contracts & Compliance 04-30-2004



Statement of Work

Local Radio Combo Package w/Pick-up & Delivery

1.0 Description

Local Radio Combo Package provides operational check and board level repair services for mobile, portable, two-way and mobile data. An operational check is an analysis of the Equipment to identify external or internal defects. Local Radio Combo Package also includes service on standard palm microphones and single mobile controls heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture.

Equipment will be picked up from and delivered to the Customer's location, within a designated radius of the Servicer facility. Schedule pickups will be mutually agreed upon and outlined in the Customer Support Plan.

Local Radio Combo Package excludes repairs to: optional accessories; iDEN accessories; iDEN mobile microphones; non-standard mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, mobile antennas; mobile power & antenna cables and power supplies.

The following services are excluded from Local Radio Combo service unless they are purchased for an additional fee. The services are Subscriber Preventative Maintenance, Portable Remote Speaker Microphones, Portable Antenna Replacements and Mobile Remote Control Heads.

Service is only included on Equipment specifically named in the applicable Agreement to which this Statement of Work is attached. The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Repair service to be performed at the Servicer facility during Standard Business Days.
- 2.2 Perform an operational check on the Equipment to determine the nature of the problem.
- 2.3 Remove/reinstall mobile or data Equipment from/to Customer's vehicle as needed for additional servicing.
- 2.4 Test and Restore the Equipment to Motorola factory specifications.
- 2.5 Remove any dust, and/or foreign substances from the Equipment.
- 2.6 Reprogram Equipment necessary to return Equipment to original operating parameters based on the template in the Equipment, if the template information can be retrieved from the Equipment, or from a backup diskette provided by Customer containing the template information. If the Customer template is not provided or not reasonably usable, a generic template utilizing the latest Radio Service Software (RSS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template.
- 2.7 Notify Customer upon completion of repair.
- 2.8 Use reasonable efforts to pickup and deliver Equipment per the mutually agreed upon Customer location, days of week, and preferred time. If a pick up/delivery cannot occur according to the preferred schedule, Customer will be contacted prior to the scheduled pick up/delivery, to arrange a mutually agreeable alternative date and/or time for pick up/delivery.
- 2.9 Generate service receipt and leave with Customer.

3.0 Customer has the following Responsibilities:

- 3.1 Designate mutually agreeable location for service pickup and delivery, days of week, and preferred time.
- 3.2 Provide Servicer a description of problem along with unit needing service.
- 3.3 If the Equipment will not power up, or if desired, supply Servicer with a backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating parameters. If applicable, record the current flashcode for each radio.

Local Radio Combo Package with Pick Up & Delivery
Approved by Motorola Contracts & Compliance 04-30-2004
Inventory Management Service



Statement of Work

SP - FSO Maintenance Services

- 1.0 Description of Services
- 2.0 Motorola has the following responsibilities
- 3.0 Customer has the following responsibilities



Statement of Work

SP - Paging Repair - Field

- 1.0 Description of Services
- 2.0 Motorola has the following responsibilities
- 3.0 Customer has the following responsibilities



Statement of Work

SP - Subscriber Repair - Local

- 1.0 Description of Services
- 2.0 Motorola has the following responsibilities
- 3.0 Customer has the following responsibilities