SINGLE SOURCE AWARD **BID # SS-0254-18**

Subject: Upgrade to JSO and JFRD 911 Public Safety Motorola Premier Computer Aided Dispatch (CAD) System
Department: Information Technologies Division

Description of Purchase:
Recommend approval for signature approval of a one-way non-disclosure agreement with Motorola Solutions, Inc. for the PremierOne Computer Aided Dispatch (CAD). There are no additional fees associated with this agreement. The total expenditure to remain $3,668,836.00.

Sole Source Award To: Motorola Solutions, Inc.

Price Justification: N/A

Total Award: $3,668,836.00 **Requisition**: N/A

Attachments: Recommendation Memo, Vendor Change Order, Contract, Previous Awards

Certification as to Single Source: Kenneth Lathrop, Chief, Information Technologies Division

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Chelsey Fleming

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY **DATE:** _____

APPROVED_____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

08/30/18 11:56:51
Procurement Division

DATE: August 29, 2018

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth E. Lathrop, Chief of Information Technologies / CIO Kenneth E. Lathrop

FROM: Thomas Ossi, Technology Contract and Records Manager Thomas Ossi

GP 8/29/18

RE: **SS-0254-18 – Upgrade to JSO and JFRD 911 Public Safety Motorola PremierOne Computer Aided Dispatch (CAD) System – One–Way Non-Disclosure Agreement Signature Request**

The Information Technologies Division is requesting approval to enter into a One-Way Non-Disclosure Agreement with Motorola Solutions, Inc.

ITD Management recommends approval to enter into the One-Way Non-Disclosure Agreement for the PremierOne Computer Aided Dispatch (CAD). Motorola Solutions requires the City to sign the agreement before they release the Functional System Description (FSD) documentation. This document, the PremierOne CAD & Mobile (Computer Aided Dispatch) Functional System Description, contains a description of the functionality that is provided by Motorola's PremierOne CAD. This document is intended to help users and potential user of the PremierOne CAD to understand the application's capabilities.

There are no additional fees associated with this request.

Your favorable consideration of our request is greatly appreciated.

Attachments: One-Way Non-Disclosure Agreement File No. 93046
SS-0254-18

CC: Alexander Ciprian, IT Contract Administrator
Pieter Jansen, Senior Project Manager
Michael Turner, PMO Manager

ONE-WAY NON-DISCLOSURE AGREEMENT

17 Jul 2018 (Effective Date) File No. 93046

This Non-Disclosure Agreement ("Agreement") is entered into as of the Effective Date, between **Motorola Solutions, Inc.** with offices at 500 West Monroe, Chicago, IL, 60661, USA - State of Illinois ("Discloser") and **City of Jacksonville, FL,** with offices at 214 N Hogan St, Jacksonville, FL, 32202, United States ("Recipient"). Discloser shall also include Affiliates. "Affiliate" means any company which is, now or during the term of this Agreement, a wholly-owned subsidiary of the Discloser or any of its wholly-owned subsidiaries, the parent company of Discloser, or a wholly-owned subsidiary of the parent.

1. Confidential Information is defined as any and all information consistent with the Project described below that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by Discloser to Recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the Discloser by submitting a written document to the Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent. CONFIDENTIAL INFORMATION IS DISCLOSED FOR EVALUATION ONLY (the "Purpose").

Description of Project/Program: FLP17I208A Upgrade to JSO and JFRD CAD and Mobile to P1 (the "Project").

Description of Motorola Solutions, Inc. confidential information to be provided [no software or prototypes]: P1 FSDs for P1 CAD and Mobile version 4.3.

2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure without an obligation of confidentiality; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

3. If a Recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the Recipient will give to the Discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the Recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.

4. During the term of this Agreement and for a period of 5 years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees, agents or consultants who must be directly involved with the Confidential Information in connection with the Project and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions

or other breach of this Agreement; and (vi) only use the Confidential Information for evaluation in connection with the Project.

5. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to further the Project. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement. However, Discloser makes no other representation or warranty of any kind with respect to the Confidential Information.

6. This Agreement commences on the Effective Date and continues for a period of 2 year(s). Either party may terminate this Agreement for any reason by giving thirty (30) days' written notice to the other party. Recipient's obligations regarding Confidential Information as stated in paragraphs 3 and 4 will survive the expiration or termination of this Agreement.

7. Recipient will not transfer, directly or indirectly, any product, technical data or software furnished hereunder or the direct product of such technical data or software to any country for which the United States or any other applicable government requires an export license or other governmental approval without first obtaining such license or approval.

8. Except as otherwise provided in this section, neither party may assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written approval of the other party, which will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary approval will be void. Notwithstanding the foregoing, for any Motorola Solutions, Inc. acquisition, merger, consolidation, reorganization, or similar transaction, or any spin-off, divestiture, or other separation of a Motorola Solutions, Inc. business, Motorola Solutions, Inc. may, without the prior written consent of the other party: (i) assign its rights and obligations under this Agreement, in whole or in part, or (ii) split and assign its rights and obligations under this Agreement so as to retain the benefits of this Agreement for both Motorola Solutions, Inc. and the assignee entity(ies) (and their respective Affiliates) following the split.

9. This Agreement is the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter. This Agreement may only be modified in writing by the parties. Any understanding between the parties beyond the evaluation of the Project made the subject of this Agreement will be set forth in a separate written agreement containing appropriate terms and conditions.

10. This Agreement will be governed by and construed in accordance with the laws of Delaware.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

City of Jacksonville, FL

By:_____
(signature of authorized representative)

Name:_____

Title:_____

Motorola Solutions, Inc.

If signed pursuant to a Motorola delegation of authority, the individual to whom authority has been granted shall sign here:

By:_____

Printed Name:_____

Title: _____

Entity: _____

Signed pursuant to a delegation of authority from:

Name: Iain K McDonald

Title: Vice President, Software Deployment and Integration

Motorola Solutions, Inc.

SINGLE SOURCE AWARD **BID # SS-0254-18**

Subject: Upgrade to JSO and JFRD 911 Public Safety Motorola Premier Computer Aided Dispatch (CAD) System

Department: Information Technologies Division

Description of Purchase:
Recommend approval for Change Order No. FLP171208A CO 002 with Motorola Solutions, Inc. to allow additional agencies to participate in the PremierOne integrated public safety system by adding PremierOne CAD Mobile Site Licenses onto the PremierOne system. There are no additional fees associated with this change. The total expenditure to remain $3,668,836.00.

Sole Source Award To: Motorola Solutions, Inc.

Price Justification: N/A

Total Award: $3,668,836.00 **Requisition:** N/A

Attachments: Recommendation Memo, Vendor Change Order, Contract, Previous Awards

Certification as to Single Source: Kenneth Lathrop, Chief, Information technologies Division

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Chelsey Fleming

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

DATE 5/24/18

ACTION OF AWARDING AUTHORITY **DATE:** 5/24/18

MR **APPROVED** **DISAPPROVED**

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mouton
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

FORM GB-113, Revised 12/2007

SINGLE SOURCE AWARD **BID # SS-0254-18**

Subject: Upgrade to JSO and JFRD 911 Public Safety Motorola Premier Computer Aided Dispatch (CAD) System

Department: Information Technologies Division

Description of Purchase:
Recommend approval for Change Order No. FLP171208A CO 001 with Motorola Solutions, Inc. to change the PremierOne integrated public safety system software from version 4.2 to version 4.3, as required for the CAD Project. There are no additional fees associated with this change. The total expenditure to remain $3,668,836.00.

Sole Source Award To: Motorola Solutions, Inc.

Price Justification: N/A

Total Award: $3,668,836.00 **Requisition:** N/A

Attachments: Recommendation Memo, Vendor Change Order, Previous Award

Certification as to Single Source: Kenneth Lathrop, Chief, Information Technologies Division

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.205.

Analyst: Chelsey Fleming

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

DATE 4/05/18

ACTION OF AWARDING AUTHORITY DATE: 4/05/18

MR

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

FORM GB-113, Revised 12/2007

SINGLE SOURCE AWARD BID # SS-0254-16

Subject: Upgrade to JSO and JFRD 911 Public Safety Motorola Premier Computer Aided Dispatch (CAD) System

Department: Information Technologies Division

Description of Purchase: Recommend approval of single source award to Motorola Solutions, Inc. for the upgrade to JSO and JFRD 911 Public Safety Motorola Premier Computer Aided Dispatch (CAD) System to Motorola PremierOne CAD System. Total expenditure amount not to exceed $3,668,836.00.

Funding for this award to be executed by formal contract through the Office of General Counsel and encumbered by the following accounts: AFIT536-069427-ITCADI-02 - $2,115,031.00; AFIT536-069509-ITCADI-02 $1,553,805.00

Sole Source Award To: Motorola Solutions, Inc.

Price Justification: N/A

Total Award: $$3,668,836.00 **Requisition:** N/A

Attachments: Single Source Form and Vendor Letter and Quote

Certification as to Single Source: Kenneth Lathrop, Chief, Information technologies Division

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.208

Analyst: Annette Burney

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

DATE 9/07/17

ACTION OF AWARDING AUTHORITY DATE 9/08/17

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mouza
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

FORM GB-1-C, Revised 120207