**SINGLE SOURCE AWARD** **BID # SS-9464-21**

**Subject:** Astro Radio Technical Support

**Department:** Information Technologies Division

**Description of Purchase:**
Recommend approval to retroact the period of service from October 1, 2020 to date of award.

Recommend approval of Single Source Award to Motorola Solutions Inc. for the Astro Radio P25 Maintenance and Technical support services for the Information Technologies Division. Period of service will be from date of award through September 30, 2021. Total requested expenditure not to exceed $70,390.92.

Funding for this award to be encumbered by account 53102.113502.546620, to be executed by purchase order(s).

**Single Source Award To:** Motorola Solutions Inc.

**Price Justification:** See Attached

**Total Award:** $70,390.92 **Requisition #** FAIT-500457-21

**Attachments:** Agency Memo, Single Source Form; Vendor Letter, Vendor Quote

**Certification as to Single Source:** Kenneth Lathrop, Chief of Information Technologies Division/CIO

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

**ANALYST: Ruben Ola**

**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** _____

**FORM GB-114, Revised 12/2007**

CITY OF JACKSONVILLE

**DATE:** October 27, 2020

**TO:** Greg Pease, Chief of Procurement Division

**THRU:** Kenneth E. Lathrop, Chief of Information Technologies / CIO — Kenneth E. Lathrop, Digitally signed by Kenneth E. Lathrop, Date: 2020.10.29 11:40:52 -04'00'

**FROM:** Thomas Ossi, Technology Contract and Records Manager — THOMAS OSSI, Digitally signed by THOMAS OSSI, Date: 2020.10.27 11:02:34 -04'00'

**RE:** **Astro Radio Technical Support – Single Source Award Request**

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The Information Technologies Division (ITD) is requesting approval to renew the Astro Technical Support with Motorola Solutions Inc. Renewal of the P25 Maintenance and Technical support services include an additional layer of support from Motorola's System Support Center (SSC). The SSC is staffed 24/7 365 with skilled technologists to provide resolution to radio network performance issues. ITD Management recommends ratifying the period of coverage to October 1, 2020, through September 30, 2021.

Motorola Solutions Inc. is the only company authorized to provide maintenance and technical support for the City's Astro Spectra P25 radio system. The vendor has provided a single source letter, which is attached to this request.

The total not-to-exceed amount for this request is $70,390.92.

FUNDING SOURCE: 53102.113502.546620 — Tracy Geake, Digitally signed by Tracy Geake, Date: 2020.10.29 10:54:22 -04'00'

Your favorable consideration of ITD's request is appreciated.

**Attachments:** Single Source Request
Supplier Quote
Supplier Single Source Letter

**CC:** Kim Laidler, Radio communications Manager
Robert Gray, Technology Infrastructure Manager
Elizabeth Brown, IT Operations Manager
Alexander Ciprian, IT Contract Administrator

# SINGLE SOURCE REQUEST

**Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a Supplier subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments**

## PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

Motorola Technical Tier 2 Technical support for the City of Jacksonville's ASTRO P25 Radio System. The period of coverage will begin on October 1, 2020 and continue through September 30, 2021.

## PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

Motorola will provide 12 months of technical support for the P25 system in accordance with the attached services agreement.

Technical support is the post warranty to provide an additional layer of support from Motorola's System Support Center (SSC).

The center is staffedwith skilled engineers to provide resolution to system and network performing issues

## ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

Motorola Solutions is the only authorized certified vendor to provide these services for the Motorola ASTRO P25 radio system.

See attached memorandum from vendor. Management has researched the ability for needed goods and/or services from other vendors

Motorola Solutions Inc. is the only able to provide the required services.

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
8000 W. Sunrise Blvd.
Plantation, Florida 33322
USA

October 23, 2020

Kim Laidler
Radio Communications Manager
Information Technologies Division
City of Jacksonville
1020 Superior St.
Jacksonville, Florida 32254

Subject: Motorola Technical Support

Dear Kim,

I am writing in reference to your inquiry of alternative sourcing for the technical support we provide your staff when diagnosing FCRS issues. Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management standards to ensure rapid and consistent issue resolution. With regards to remote connectivity and technical support, Motorola Solutions is the only vendor which is authorized and certified to provide these services due to the secure and closed nature of the FCRS.

If you have any questions, do not hesitate to contact me directly. We look forward to continuing to provide you with the best-in-class hardware, software and services.

Sincerely,

Michelle Poole

Michelle Poole
Senior Account Manager
Motorola Solutions, Inc.
904-814-9938

**MOTOROLA** *SOLUTIONS*

# SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1289804
Contract Number: USC000008447
Contract Modifier: R03-JUN-20 00:26:04

Date: 10/15/2020

| | |
|---|---|
| Company Name: | JACKSONVILLE, CITY OF |
| Attn: | |
| Billing Address: | 117 W DUVAL ST |
| City, State, Zip: | JACKSONVILLE , FL, 32202 |
| Customer Contact: | Kim Laidler |
| Phone: | 904-255-8499 |

| | |
|---|---|
| Required P.O. : | |
| Customer # : | 1000052712 |
| Bill to Tag # : | |
| Contract Start Date : | 01-Oct-2020 |
| Contract End Date : | 30-Sep-2021 |
| Anniversary Day : | Sep 30th |
| Payment Cycle : | MONTHLY |
| PO # : | TBD |

| Qty | Service Name | Service Description | Monthly Ext | Extended Amt |
|---|---|---|---|---|
| | SVC01SVC1104C | ASTRO TECHNICAL SUPPORT<br>--- SYSTEM TECH SUPPORT | $5,865.87 | $70,390.92 |
| | | Subtotal - Recurring Services | $5,865.91 | $70,390.92 |
| | | Subtotal - One-Time Event Services | $0.00 | $0.00 |
| | | Total | $5,865.91 | $70,390.92 |
| | | THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA | | |

**SPECIAL INSTRUCTIONS:**

**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)

James Parker Customer Support Manager 10/15/2020

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

MOTOROLA SOLUTIONS

# SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1289804
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Contract Modifier: R03-JUN-20 00:26:04

| | |
|---|---|
| James Parker | 904-832-6947 |
| MOTOROLA REPRESENTATIVE(PRINT NAME) | PHONE |

Company Name : JACKSONVILLE, CITY OF
Contract Number : USC000008447
Contract Modifier : R03-JUN-20 00:26:04
Contract Start Date : 01-Oct-2020
Contract End Date : 30-Sep-2021

MOTOROLA SOLUTIONS

# SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1289804
Contract Number: USC000008447
Contract Modifier: R03-JUN-20 00:26:04

## Service Terms and Conditions

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

**Section 1. APPLICABILITY**
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, 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 Maintenance 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 Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment 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 Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins 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 the 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 that 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 this Equipment will terminate at the end of the month in which Motorola receives the 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 that Equipment; remove that Equipment from the Agreement; or increase the price to Service that 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.

**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 the transmission medium.

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**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 those 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. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are 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

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

**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.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

**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 will not affect its applicability. In no event will 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 for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial 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 this 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 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.

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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 subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 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.

17.8 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.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018