

THE CORPORATION OF THE CITY OF WINDSOR
Office of the City Solicitor - Fire Rescue Services



MISSION STATEMENT:

"Our City is built on relationships – between citizens and their government, businesses and public institutions, city and region – all interconnected, mutually supportive, and focused on the brightest future we can create together."

LiveLink REPORT #: 17770 MC/12263	Report Date: May 27, 2015
Author's Name: Andrea Dejong	Date to Council: July 20, 2015
Author's Phone: 519 253-3016 ext. 274	Classification #:
Author's E-mail: adejong@city.windsor.on.ca	

To: Mayor and Members of City Council

Subject: 2015-2017 Motorola Communication Systems Support Agreement

1. RECOMMENDATION: City Wide: Ward(s): _____

THAT the Chief Administrative Officer and/or City Clerk **BE AUTHORIZED** to sign Motorola Communication Systems Support Agreement, #630-0610 for the period June 1, 2015 through May 31, 2017, at a cost of \$25,530 per month (\$306,360 annually) plus HST, which agreement shall contain a suitable "escape clause" or other means to address any systems upgrade, to be satisfactory in form to the City Solicitor, in technical content to the Fire Chief, and in financial content to the City Treasurer, to **BE FUNDED** from Pay As You Go (PAYG) Lease Reserve Fund 170.

EXECUTIVE SUMMARY:

N/A

2. BACKGROUND:

On December 17, 2007, City Council approved the purchase and installation of a new digital radio system from Motorola Canada Limited (CR500/2007). The radio system is used extensively by several City departments including Fire & Rescue Services, Police Services, Transit and Public Works. The system is proprietary to Motorola and as a result all system support must be provided by Motorola. The current support agreement expires May 31, 2015.

3. DISCUSSION:

Motorola Communication Systems Support Agreement #630-0610 ("the Agreement") is attached as **Appendix A** and covers the period from June 1, 2015 to May 31, 2017. The Agreement is similar to prior agreements and calls for Motorola to provide various radio system support services such as:

- Network monitoring and dispatch services
- Telephone technical support
- On-site infrastructure response
- Customer and technical support management
- Network preventative maintenance
- Infrastructure hardware repair and advance replacement

The scope of these services is detailed in *Schedule 1 – Services Statement of Work* of the Agreement. Service standards including response times are outlined in *Schedule 2 – Exhibits and Definitions* and supported equipment is detailed in *Schedule 3 – Equipment and Locations*.

The Agreement stipulates that support services will continue to be managed by Motorola Customer Service in Markham, Ontario, and field service will continue to be provided through Motorola's Windsor representative, Kelcom. These service providers have consistently satisfied their obligations under the provisions of previous support agreements, and Administration is confident in their ability to continue to provide a quality of service that meets the City's needs.

The approved sole source purchase form for this purchase is attached as **Appendix B**.

Escape Clause

It is expected that new equipment shall be acquired from Motorola prior to the expiration of this Agreement. In such a case, the City would be contractually bound to an Agreement for equipment no longer in use, while simultaneously entering into a new agreement for the new equipment. As a result, the City is looking to have an 'escape clause' from this Agreement (ie: rights to early termination), or some other means of addressing the issue. This matter has been discussed with Motorola and they have verbally agreed to such an amendment if the new equipment is acquired from Motorola. The wording of such an escape clause is still to be finalized between the parties, but the City will not execute the agreement without such an 'escape'.

4. RISK ANALYSIS:

The renewal of the Motorola Communication Systems Support Agreement is critical as not only does the Corporation rely on the radio system for increased productivity, but the system is also utilized for the dissemination of information amongst emergency personnel during crisis situations. Should system failure occur and no support agreement is in place, service response times and part availability will not be guaranteed and will only be provided on a first-come, first serve basis by the vendor. This will have a significant impact on the many City departments that rely on radio communications in the course of their regular work, and may compromise the safety of both the public and employees in emergency situations.

5. FINANCIAL MATTERS:

The support agreement is for a two year period at an annual cost of \$306,360 plus HST, to be paid in equal monthly instalments of \$25,530 plus HST. This amount represents a 2% increase over the previous agreement.

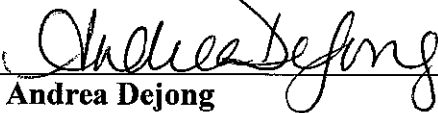
Ongoing support costs for the corporate radio program have been included in PAYG Lease Reserve Fund 170 projections, and sufficient funding is available within the reserve to fund this support agreement.


6. CONSULTATIONS:

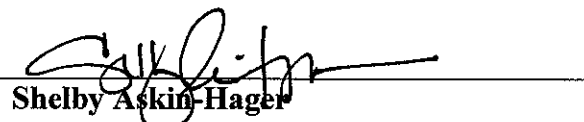
Mike Menard – Lead Emergency Equipment Technician
 Elaine Castellan – Purchasing Supervisor
 Florence Lee-St. Amour – Manager of Accounting Services


7. CONCLUSION:

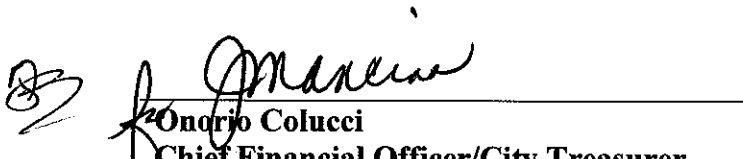
The corporate radio system is an integral part of City operations and system failure is likely to have a severe impact on both productivity and safety. It is essential that a comprehensive support agreement be in place in such an event. The Motorola Communication Systems Support Agreement provides for this necessary support.

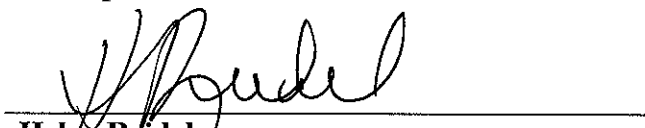

 Andrea Dejong
 Deputy Fire Chief (A)


 Bruce Montone
 Fire Chief


 Shelby Askin-Hager
 City Solicitor and Corporate Leader
 Economic Development and Public Safety


 Mark Winterton
 City Engineer and Corporate Leader
 Environmental Protection and
 Transportation


 Onorio Colucci
 Chief Financial Officer/City Treasurer
 and Corporate Leader Finance and
 Technology
 /ca


 Helga Reidel
 Chief Administrative Officer

APPENDICES:
 Appendix A: Motorola Communication Systems Support Agreement #630-0610
 Appendix B: Sole Source Purchase Form

DEPARTMENTS/OTHERS CONSULTED:
 Name:
 Phone #: 519 ext.

NOTIFICATION :				
Name	Address	Email Address	Telephone	FAX

APPENDIX A

Motorola Communications System Support Agreement # 630-0610

<p>Date of Preparation: March 18, 2015 System ID: SZ02D3</p> <p>Billing Information: Commencement Date: June 1, 2015</p> <p>Term: 24 Continuous Months</p> <p>CSSA Invoice Frequency: Monthly</p> <p>Customer P.O. #: _____</p> <p>Bill To: The Corporation of the City of Windsor 815 Goyeau Street Windsor, Ontario N9A 1H7</p> <p>Attention: Fire & Rescue - Mike Menard or Kathie Block Telephone: (519) 253-3016</p>	<p>Hours of Service</p> <p>Master/Prime Site Equipment 7 days/ week X 24 hours/day</p> <p>Remote Site Equipment 7 days/week X 24 hours/day</p> <p>Commcentre Equipment 7 days/week X 24 hours/day</p> <p>Subscriber Equipment Not included</p> <p>Equipment Locations: Refer to Schedule 3</p>	<p>Motorola Service Contact:</p> <p>Dave Noble Customer Support Manager 8133 Warden Avenue, Markham, Ontario L6G 1B3</p> <p>Tel : 1-905-948-5833 Fax : 1-905-905-5247</p> <p>For Service Related Issues Call: Motorola System Support Centre 1-800-221-7144</p>	
<p>Monthly Charge (System Support Services as described in Schedule 1)</p>		<p align="right">\$25,530.00</p>	
<p>Accept</p>	<p>Reject</p>	<p>Options (Initial Accept box of selected options, Reject box if option not desired)</p>	
<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>	<p> </p>	
<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>	<p> </p>	
<p align="right">Total Monthly Charge with Options (Exclusive of applicable taxes)</p>		<p align="right">\$25,530.00</p>	
<p>Customer Notice Address: The Corporation of the City of Windsor 350 City Hall Square E., Ste 201 Windsor, Ontario N9A 7K6 Attention: City Clerk</p> <p>Before signing, please read the terms and conditions of this contract including all attachments. Your signature is an offer to purchase the services described which, if accepted by Motorola, will be a Service Contract. ("Customer")</p> <p>_____</p> <p align="center">(Authorized Representative)</p> <p>_____</p> <p align="center">(Title)</p> <p>_____</p> <p align="center">(Date)</p> <p>I have authority to bind The Corporation.</p>		<p>Motorola Notice Address: Motorola Solutions Canada, 8133 Warden Ave., Markham, Ontario L6G 1B3 Attention: Service Contracts Manager</p> <p>Attachments: SCHEDULE 1 – SERVICES STATEMENT OF WORK SCHEDULE 2 – EXHIBITS AND DEFINITIONS SCHEDULE 3 – EQUIPMENT AND LOCATIONS</p> <p align="center">Motorola Solutions Canada Inc. ("Motorola")</p> <p>_____</p> <p align="center">(Authorized Representative)</p> <p>_____</p> <p align="center">(Title)</p> <p>_____</p> <p align="center">(Date)</p>	

Service Terms and Conditions

Motorola Solutions Canada 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 by an amendment to this Agreement.

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

2.4. Section 2 DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Contract Price" means the price for the System, exclusive of any applicable sales or similar taxes and freight charges.

"Effective Date" means that date upon which the last party to sign this Agreement has executed it.

"Equipment" means the equipment listed in the Equipment List that Customer is purchasing from Motorola under this Agreement.

"Infringement Claim" means a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third-party's Canadian patent or copyright.

"Motorola Software" means Software that Motorola Solutions, Inc., a Delaware corporation owns and which Solutions Canada Inc. ("licences under authorization from Motorola Inc.

"Non-Motorola Software" means Software that a party other than Motorola Inc. owns.

"Open Source Software" means software that has its underlying source code freely available to evaluate, copy, and modify. Open Source Software and the terms "freeware" or "shareware" are sometimes used interchangeably.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the

Service Terms and Conditions, Canada

Equipment and Software, including those created or produced by Motorola Solutions, Inc. under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola Solutions, Inc. or another party.

"Software" means the Motorola and Non-Motorola Software in object code format that is furnished with the System or Equipment and which may be listed on the Equipment List

"Specifications" means the functionality and performance requirements described in the Technical and Implementation Documents.

"Subsystem" means a major portion of the entire System that performs specific functions or operations as described in the Technical and Implementation Documents.

"System" means the Equipment, Software, services, supplies, and incidental hardware and materials combined together into a system as more fully described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

Section 3 ACCEPTANCE

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

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 Canadian 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, to replace the non-performing materials, 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 ten (10) days thereafter to either cure the default or, if the default is not curable with ten (10) days, provide a written plan to cure the default that is acceptable to the other party. In the latter case, the defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If the non-performing party fails to correct the default, or provide and implement the cure plan as approved, then the injured party, in addition to any other rights available to it under law, may

Service Terms and Conditions, Canada

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, and no sums will accrue as owing by the Customer to Motorola.

Section 11 LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for (a) personal injury or death and (b) The parties' obligations to indemnify pursuant to Section 15, each party'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 NEITHER PARTY WILL 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, IN MOTOROLA'S CASE, THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement. No action or proceeding shall be commenced for any breach of this Agreement more than two (2) years after the day the claim is discovered or fifteen (15) years after the day the act or omission on which the claim is based took place, whichever is earlier, unless a different limitation period is provided by applicable law.

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: (i) such purchase order, acknowledgement, or other writings specifically refer to this Agreement; (ii) clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. During the term of this Agreement, the parties may provide each other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labelled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving

party without breach of this Agreement; or (v) is explicitly approved for release by written authorization of the disclosing party.

13.2 Each party will: (i) maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction or otherwise in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, (MFIPPA) R.S.O.1990, c. F.31; (ii) restrict disclosure of Confidential Information to its employees, subcontractors, agents, and/or consultants who have a "need to know" and not copy or reproduce such Confidential Information, provided that disclosure to subcontractors, agents and/or consultants be effected by way of written agreement containing terms at least as stringent as those contained herein; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

13.3. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.4. 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 IC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15 INDEMNIFICATION

15.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, provided that Customer gives Motorola prompt, written notice of any such claim or suit. Customer shall cooperate with Motorola in its defence or settlement of such claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement and is subject to the provisions of Section 11 (Limitation of Liability) herein.

15.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, or its employees while performing their duties under this Agreement, provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defence or settlement of such claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement and is subject to the provisions of Section 11 (Limitation of Liability) herein.

15.3. PATENT AND COPYRIGHT INFRINGEMENT.

15.3.1 Motorola will defend at its expense any suit brought against Customer to the extent that it is based on a claim that the Software or Equipment furnished by Motorola infringe upon the third party's Canadian or United States patent or copyright ("Infringement Claim"), and Motorola will indemnify Customer for those costs and damages finally awarded against Customer as a result of such claim. Motorola's duties to defend and indemnify are conditioned upon: (i) Customer promptly notifying Motorola in writing of such a claim; (ii) Motorola having sole control of the defence of such suit and all negotiations for its settlement or compromise; (iii) Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defence of the claim.

15.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for such Equipment or Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Software.

15.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim to the extent that is based upon (i) the combination of the Equipment or Software with any software, apparatus or device not furnished by Motorola; (ii) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Software; (iii) a modification of the Software by a party other than Motorola; or (iv) the failure by Customer to install an enhancement release to the Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment and Software or any parts thereof and is subject to the provisions of Section 11 (Limitation of Liability) herein

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. Such 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 province of Ontario.

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.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement, provided that it first obtains Customer's prior written consent, such consent not to be withheld unreasonably. The subcontracting of any portion of the work under this Agreement shall not relieve Motorola of any of its duties or obligations under this Agreement.

17.6. 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 such services on a time and materials basis at Motorola's then effective hourly rates.

17.7. The Parties acknowledge having expressly required that this Agreement and all documents relating there to be drawn in English. Les parties reconnaissent avoir expressément exigé que ce Contrat et tous les documents s'y rapportant soient rédigés en anglais.



Schedule 1 – Services Statement of Work

Network Monitoring and Dispatch Service

Motorola will provide Network Monitoring and Dispatch Services to the Customer. The terms of this Statement of Work (SOW) are an integral part of the Motorola Service Terms and Conditions or other applicable Agreement(s) with the Customer to which this SOW is appended and made a part thereof by this reference.

Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge the Event, run remote diagnostic routines, and initiate an appropriate response. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, attempting remote Restoration, or transferring the Event by opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels and Response times. Severity Definitions Table and On-Site Response Time Table are provided in Exhibit "A".

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoration occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process. This Case management allows for Motorola to provide activity and performance reports.

Motorola Responsibilities:

- Upon Customer's request, recommend any needed Connectivity or monitoring equipment and coordinate installation of such equipment.
- If required, provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO25 systems.
- Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- Continuously receive service requests.
- Remotely access the Customer's System to perform remote diagnostics
- Attempt remote Restoration, as appropriate.
- Create a Case as necessary when service requests are received. Gather information to perform the following:
 - Characterize the issue
 - Determine a plan of action
 - Assign and track the Case to resolution.
- Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information
- Ensure the required personnel have access to Customer information as needed.
- Disable and enable System devices, as necessary, for Servicers.
- Motorola will perform the following on-site:
 - Run diagnostics on the Infrastructure or FRU.
 - Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
 - Escalate the Case to the appropriate party upon expiration of a Response time.
 - Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.

- Notify Customer of Case Status, as described in the Customer Support Plan, at the following Case levels
 - Open and closed; or
 - Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.

The City of Windsor has the following Responsibilities:

- Allow Motorola Continuous remote access to obtain System availability and performance data.
- Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound)
- Purchase Connectivity, installation and monitoring equipment necessary for monitoring the System if recommended by Motorola. Failure to purchase such equipment or Connectivity as recommended by Motorola may prevent Motorola from rendering the services described in this SOW.
- Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - Case notification preferences and procedure
 - Repair Verification Preference and procedure
 - Database and escalation procedure forms.
- Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- Provide the following information when initiating a service request:
 - Assigned System ID number
 - Problem description and site location
 - Other pertinent information requested by Motorola to open a Case.
- Notify the System Support Center when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
- Allow Servicers access to remove Motorola owned network monitoring equipment upon cancellation of service
- Maintain and store in an easy accessible location any and all Software needed to restore the System.
- Maintain and store in an easily accessible location proper System backups.
- Verify with the SSC that Restoration is complete or System is functional
- Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

Telephone Technical Support

Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service (i) does not include software upgrades that may be required for issue resolution; and (ii) does not include Customer training (iii) is only available for those system types supported and approved by Technical Support Operations.

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.

Motorola has the following responsibilities:

- Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table in Exhibit "A".
- Advise caller of procedure for determining any additional requirements for issue characterization, Restoration, including providing a known fix for issue resolution when available.
- Attempt remote access to System for remote diagnostics, when possible.
- Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
- Coordinate technical resolutions with agreed upon third party vendor(s), as needed.
- Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- Escalate the Case to the appropriate party upon expiration of a Response time.
- Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
- Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

The City of Windsor has the following responsibilities:

- Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.
- Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.
- Supply on-site presence when requested by System Support Center.
- Validate issue resolution prior to close of the Case.
- Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
- Acknowledge those Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table in Exhibit "A".
- Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

On Site Infrastructure Response and Support

Motorola will provide On Site Infrastructure Response and Support services to the Customer. The terms of this Statement of Work (SOW) are an integral part of the Motorola Service Terms and Conditions or other applicable Agreement(s) with the Customer to which this SOW is appended and made a part thereof by this reference.

On Site Infrastructure Response with Local Dispatch

Description of Services

On Site Infrastructure Response provides for on-site technician Response by an Authorized Motorola Service Partner (MSP). A MSP 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. On Site Infrastructure Response is only provided in conjunction with Motorola's Network Monitoring, Technical Support, and Call Management services that must be purchased by the Customer and in effect at the time.

Motorola has the following responsibilities:

- Continuously receive service requests.
- Assign and dispatch technical resources and provide estimated time of arrival (ETA) to Customer.
- Servicer will perform the following on-site:
 - Run diagnostics on the Infrastructure or FRU.
 - Replace defective Infrastructure or FRU, as applicable. Customer, MSP or Motorola may provide Infrastructure or FRU.
 - Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
- If a third party Vendor is needed to Restore the System, the MSP may accompany that Vendor onto the City of Windsor's premises.
- Verify with City of Windsor that Restoration is complete or System is functional. If the Customer cannot be contacted within twenty (20) minutes of Restoration, the MSP will leave the Customer site.
- Provide the service ticket document to Customer, when requested. Service ticket document should include the following:
 - Resolution action.
 - Provide defective FRU or part number (model #) used.

City of Windsor has the following responsibilities:

- Contact Motorola, as necessary, to request service.
- Allow Servicers access to Equipment.
- Supply Infrastructure or FRU as needed in order for Motorola to Restore the System. Infrastructure or FRU is to be provided from City of Windsor spares or purchased through Motorola as required.
- Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- Maintain and store in an easily accessible location proper System backups.
- Contact Motorola and/or MSP upon expiration of Response time goal.
- Upon being contacted by Motorola or MSP requesting Verification of a Restoration, respond to that request within twenty (20) minutes.

Windsor CSSA Schedule I

- Cooperate with Motorola or MSP and perform all acts that are reasonable or necessary to enable Motorola to provide this service to Customer.

CUSTOMER and TECHNICAL SUPPORT MANAGEMENT

Description of Service

Motorola will provide the City of Windsor with a Customer Support Manager (CSM) and System Technologist (ST) to coordinate support resources over the life cycle of City of Windsor's system, to enhance the quality of service delivery and to ensure Customer satisfaction. The CSM is responsible to oversee the execution of the support agreement contract (maintenance or warranty) by serving in the role of City of Windsor advocate. CSM's serve as a defined point of contact for issue resolution and escalation, monitoring of our contractual performance, providing review and analysis of process metrics, and fostering a partnership for continuous improvement with the City of Windsor. As such, the CSM is tasked with representing City of Windsor's view in all situations and evaluating the level of service provided to ensure compliance with contractual terms and conditions, and that Motorola meets its contractual responsibilities. The CSM is responsible for development of a documented Customer Support Plan that defines commitments, and manages expectations for both the customer and Motorola.

The System Technologist represents the highest level of Motorola technical expertise available for field support of Motorola systems. Motorola ST's are responsible for providing additional field level support to Motorola Servicer Providers for resolving higher level technical issues. ST's are also available for overseeing scheduled critical system outages for corrective maintenance, system upgrades required as part of corrective maintenance, overseeing the scheduled system Preventative Maintenance inspection, and developing any Method of Procedure (MOP) documentation required for corrective maintenance activities.

Motorola's Responsibilities:

- Facilitate both technical and administrative problem resolution between Motorola local field teams, System Support Centre (SSC), Technical Support Organization (TSO), Product teams, etc. Frequently interface with City of Windsor's communications system personnel and management.
- Review open Cases for City of Windsor; identify process failures and take corrective actions. Ensure a timely resolution of Case issue.
- Review closed Cases. When possible, identify process or product systemic failures. Notify appropriate personnel of identified problem, develop improvement plan, and follow through on issue until completely resolved.
- Co-ordinate the testing and/or implementation of diagnostic tools in City of Windsor's system when applicable. Ensure a Method Operating Procedure (MOP) is completed.
- Manage expectation (issue resolution, scheduling, support etc.) brought about by City of Windsor or other Motorola personnel.
- Co-ordinate completion of Customer Support Plan
- Ensure City of Windsor receives the level of support agreed upon in their support plan.
- Review Failure Review Board (FRB) \ Product Service Bulletins (PSB) issues and search for possible impact they might have on City of Windsor's system. Take appropriate action to notify City of Windsor and/or implement FRB\PSB recommendations when suitable.

City of Windsor Responsibilities:

- Interface with the Motorola CSM for engineering type requests which may include technology, system features, operations and administrative issues.
- Advise the Motorola CSM of any City of Windsor required system outages for scheduled maintenance of other system affecting equipment not maintained by Motorola.
- Advise the Motorola CSM of any system configuration or contacts changes which may impact the execution of the Customer Support Plan.

Network Preventative Maintenance

Description of Service

Network Preventative Maintenance will provide an operational test and alignment, on the Customer's Infrastructure Equipment (infrastructure or fixed network equipment only) to ensure the Infrastructure meets original manufacturer's specifications, as set forth in the applicable attached "Schedule 2, Exhibit "C", all of which are hereby incorporated by this reference. Network Preventative Maintenance will be performed during Standard Business Days. If the System or Customer requirements dictate this service must occur outside of Standard Business Days, Motorola will provide an additional quotation. Customer is responsible for any charges associated with helicopter or other unusual access requirements or expenses.

Motorola has the following responsibilities:

- Notify the Customer of any possible System downtime needed to perform this service.
- Physically inspect the Infrastructure Equipment in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
- Remove any dust, and/or foreign substances from the Infrastructure.
- Clean filters, if applicable.
- Measure, record, align, and adjust the Infrastructure Equipment parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of Industry Canada.

City of Windsor has the following responsibilities:

- Provide preferred schedule for Network Preventative Maintenance to Motorola.
- Authorize and acknowledge any scheduled System downtime.
- Maintain periodic backup of databases, Software applications and Firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Preventative Maintenance services to Customer.

Infrastructure Hardware Repair and Advance Replacement

Description of Service

Depot level repairs to defective Infrastructure hardware and the supply of Advance Replacement units will be provided on a Time and Material or Flat Rate basis by Motorola at the current applicable rates.



Schedule 2: Exhibits and Definitions

Exhibit "A"

Severity Definitions Table

Severity Level	Problem Types
<p>Severity 1 Faults Responded to 24 Hours, 7 Days per week</p>	<p><u>Response is provided Continuously</u></p> <ul style="list-style-type: none"> ▪ Major System failure <ul style="list-style-type: none"> ▪ Site Link Failure (Microwave or T1, Remote Site Router) ▪ Remote Simulcast Site Outage ▪ Master Site/Prime Site Simulcast Site Router ▪ Remote ASTRO 25 Repeater Site Router ▪ Operator Dispatch Position ▪ Zone Controller Failure ▪ Remote Site LAN Switch ▪ Master Site Ethernet Switch ▪ Master Site Network Management System ▪ Site Environment alarms (smoke, temp, AC power.) ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, or critical features from the Customer's perspective where no work-around or immediate solution is available.
<p>Severity 2 Faults Responded to 24 Hours, 7 Days per week</p>	<ul style="list-style-type: none"> ▪ Significant System Impairment not to exceed 33% of system down <ul style="list-style-type: none"> ▪ Master Site Zone Database Server ▪ Master Site Core Security Server ▪ Master Site Firewall ▪ Remote Simulcast Site Multiple Channel Failure ▪ Remote ASTRO 25 Repeater Site Single Channel Failure ▪ Remote ASTRO 25 Repeater Site Controller ▪ 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 where a work-around is available.
<p>Severity 3 Issues Responded to 8 Hours, 5 Days per week</p>	<ul style="list-style-type: none"> ▪ Intermittent system issues ▪ Remote Simulcast Site Single Channel Failure ▪ 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.

Remote Technical Support Response Times Table

Severity Level	Response Time
Severity 1	Within 2 Hours from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Continuously
Severity 3	Within 24 hours of receipt of notification on a Standard Business Day

Monitored Elements Table

System Type	Equipment
ASTRO 25 R7.5	<p>Packet Routing Network; Zone Controllers; Database Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server, Conventional Channel Gateway (CCGW); Simulcast RF Site (Site Controllers, Comparators, Stations); Core, Exit, Gateway, Peripheral, Border, and Site routers, HP Switches master, prime, console and repeater sites switches, GGSN; CWR</p> <p>DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED</p>

Exhibit "B"

On-Site Response Time Table

Severity Level	Response Time
Severity 1	Within 2 hours from receipt of Notification. Continuously offered
Severity 2	Within 4 hours from receipt of Notification. Continuously offered
Severity 3	Within 24 hours from receipt of Notification on a Standard Business Day

Exhibit "C"

Network Preventative Maintenance Operational Check Table

Infrastructure	Operational Check (where applicable)
Repeater(s), Control Station(s)	Transmitter modulation
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Power Supply voltages
	Audio Input & Output Level
	Combiners & Circulator Loss
	Receiver Desense/ Degradation (Full Duplex Only)
Consoles Positions/Remotes	Tx /Rx Bit Error rates
	Audio Input & Output Level
	Ethernet Operation
	Switches, Lights, CRT
	Wiring and Grounding for each Position
Controllers, Comparators	Check and Clean keyboards, CPU, CRT's
	Power Supplies
	Simulcast Controller
	Comparator health- link delays
	Router/switch performance at all sites
GPS	Zone Controller
	GPS RX/Controller
	Frequency Standard Calibration
Site Equipment	Audio Network Analyzer
	Baseline Database Server
	System Manager Terminal
	Site Test/System Calibration Equipment
Other Equipment	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other Telco interface common equipment
	Master Site Servers health

Exhibit "D"

Definitions

Definitions Capitalized terms used in this Statement of Work and not otherwise defined within the Statement of Work, Communications System Agreement or other applicable Agreement have the following meanings:

- **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.
- **Case:** Electronic tracking document for requests for service through the System Support Center.
- **Components:** Motorola new or refurbished parts of equal quality.
- **Continuously:** Seven (7) days per week, twenty four (24) hours a day, three hundred sixty five (365) days a year including holidays.
- **Core Release:** A new version of Software that adds Standard Features and major enhancements. These new versions are signified by changes to the first digit of the version identifier number (e.g. SmartZone 2.0.3 to SmartZone 3.0).
- **Customer:** The end-user Customer as identified in the Communications System Agreement, Service Agreement or other applicable Agreement. **Customer Service Facility:** Customer supplied and furnished office or service facility provided to Motorola to serve the Customer Users. This includes customary office supplies as a desk and chairs, telephones, LAN connections, electricity and lights, fax machine, copier, storage areas, file cabinets and other applicable items deemed necessary by both Customer and Motorola
- **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 promised under this Statement of Work.
- **Enhancement Release:** A superseding issue of Software, which adds to, improves, or enhances the performance of Standard Features contained in the then currently shipping Software version. These releases are signified by changes to the second digit of the version identifier number (e.g. ASTRO 6.5 to ASTRO 6.7).
- **Equipment:** The equipment specified in the Equipment List as set forth in the Communications System Agreement, Service Agreement or other applicable Agreement, including any additions to the Equipment List during the Warranty Period.
- **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 Communications System Agreement.
- **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- **Firmware:** Software in object code form that is implanted or embedded in hardware.
- **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing parts or elements necessary in order to conform the Equipment with the manufacturer's specifications along with system specific specifications, delivering and reinstalling the parts, and placing the Equipment back into operation.
- **Motorola Software:** Software whose copyright is owned by Motorola.
- **Response:** Response times are defined as when a technician, a remote systems technologist or a remote network specialist is actively working the technical issue, remotely or on-site, as determined by Motorola.
- **Restore/Restoration:** 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.
- **Service Repair Notes:** Motorola documents outlining repair procedures to specific products.

- **Service:** a Motorola Authorized Service Station or Motorola Field Service personnel.
- **Software:** Includes Motorola and any non-Motorola Software that may be furnished with the Communications System.
- **Standard Business Day:** Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- **Standard Feature:** A software functionality for components of Customer's System that is available to Customer in the standard software release.
- **Start Date:** Effective start date as listed on the Service Agreement or other applicable Agreement.
- **System:** System is the communications system as defined in the Communications System Agreement or other applicable Agreement.
- **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.
- **System Support Center:** a Motorola facility located in Schaumburg, Illinois, the purpose of which is to serve as Motorola's centralized system support facility to compliment the field support resources. The System Support Center is hereinafter referred to as the "SSC."
- **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.
- **Systemic:** A software/hardware product defect related to or affecting the designed system operation.
- **Technical Support Operations:** A centralized telephone support help desk that provides technical support for Motorola customers' who have purchased Motorola products or have a contract for technical support.

Exhibit "E"

Escalation List - Motorola Solutions Canada

Contact Sequence:	Escalation Timeline:	Contact Point:	Responsible Person:	Phone Number:
1	After 2 hours	Kelcom Service Manager	Dale Carr or Tim Schweyer	(519) 818-0943 (519) 796-8526
2	After 4 hours	Motorola Canada Limited Ontario Customer Support Manager	Dave Noble	(905) 424-4844
3	After 8 hours	Motorola Canada Limited Ontario Field Service Manager	Warren Hynes	(416) 990-4888
4	After 12 hours	Motorola Canada Limited Services Manager	John Douglas	(416) 554-6599



Schedule 3: Equipment and Locations

Ouellette Master/Prime Site

Master Site Hardware

Qty	Model	Description
2	T7415A	Zone Controller 1 Zone Controller 2
1	T7168A	Zone System Server
1	T7221A	Zone Database Server
1	T7487A	UCS
1	T7220A	UEM
1	T7222A	ATR
1	ST2500B	CCGW Router 1
1	ST2500B	CCGW Router 2
1	ST2500B	CCGW Router 3
1	DL360G-5	CSMS, HP ProLiant
1	DL360G-5	DCD, HP ProLiant
3	T3780A	CWR INTF PNL01 CWR INTF PNL02 CWR INTF PNL03
1	T7475A	Core LANSW01, HP J8693A
1	T7475A	Core LANSW02, HP J8693A
1	T7476A	RPS01, HP J8696A
1	DL360G-5	UCS-DC01, HP ProLiant
1	DL360G-5	UCS-DC02, HP ProLiant
1	DL360G-5	Z1-DC01, HP ProLiant
1	DL360G-5	Z1-DC02, HP ProLiant
2	T7480A	Core Router, ST6000C
2	T7483A	Gateway Router, ST6000C
1	MRV4000T	OB Man Server
1	HP xw4600	NMClient 01,
1	CP3505n	Printer, HP

Prime Site Hardware

Qty	Model	Description
1	T7038A	GCP8000 Prime Site Controller A
1	T7038A	GCP8000 Prime Site Controller B
2	ST6000C	Prime Site Router
1	ST2500A	Site Access Router
2	T3780A	CWR INTF PNL04 CWR INTF PNL05
1	DSJ4900B	LAN Switch2, HP Procurve 2626
1	DSJ4900B	LAN Switch1, HP Procurve 2626
8	T7321A	GCM8000 Comparator
1	DSTRAK91009	GPS, TRAK Systems Model 9100-9
1	DSTRAK92003	TRAK9100 Expansion Chassis

Remote Simulcast Sites

Ouellette Simulcast Site

Qty	Model	Description
14	T7039A	GTR8000 Repeater
2	ST2500B	Site Router
2	DSJ4900B	LAN Switch, HP Procurve 2626

Rivard Simulcast Site

Qty	Model	Description
14	T7039A	GTR8000 Repeater
2	ST2500B	Site Router
2	DSJ4900B	LAN Switch, HP Procurve 2626
1	DSTRAK91009	GPS, TRAK Systems Model 9100-9

Holiday Inn Simulcast Site

Qty	Model	Description
14	T7039A	GTR8000 Repeater
2	ST2500B	Site Router
2	DSJ4900B	LAN Switch, HP Procurve 2626
1	DSTRAK91009	GPS, TRAK Systems Model 9100-9

Telus Simulcast Site

Qty	Model	Description
14	T7039A	GTR8000 Repeater
2	ST2500B	Site Router
2	DSJ4900B	LAN Switch, HP Procurve 2626
1	DSTRAK91009	GPS, TRAK Systems Model 9100-9

Police Dispatch Site

Qty	Model	Description
1	ST2500B	Site Router
1	DSJ4900B	LAN Switch, HP Procurve 2626
4	HP xw4600	Dispatch PC
4	B1911	MCC7500 GPIOM

Fire Dispatch Site

Qty	Model	Description
1	ST2500B	Site Router
1	DSJ4900B	LAN Switch, HP Procurve 2626
3	HP xw4600	Dispatch PC
3	B1911	MCC7500 GPIOM
1	HP xw4600	NM Client
1	CP3505n	Printer, HP

Transit Dispatch Site

Qty	Model	Description
1	ST2500B	Site Router
1	DSJ4900B	LAN Switch, HP Procurve 2626
2	HP xw4600	Dispatch PC
2	B1911	MCC7500 GPIOM

Sole Source Form

This form applies to all purchases made under section 111 of the Purchasing Bylaw with a value of \$100,000 or less excluding taxes.

Sole Source purchases must be approved by the Deputy City Solicitor and Purchasing Manager before the purchase can be completed.

Fill this form out in its entirety and offer as much detail as possible to support your request.

Date: May 27, 2015

Department: Windsor Fire & Rescue Services

Requester Name: Bruce Montone

Requester Signature: 

Supplier Name: Motorola Canada

Vendor Number: 10255

Requisition Number: 15623

(To be completed by Department)

Requisition Date: May 27, 2015

(To be completed by Department)

Total Order Amount: \$306,360/year
Department)

Excluding Taxes (To be completed by

P.O. or C.O. Number:

(To be completed by Purchasing)

Order Date:

(To be completed by Purchasing)

1. Describe the Deliverable being purchased:

Two year corporate radio system support agreement at \$306,360/year.

2. A sole source is requested because:

- There was no response to Tender or RFP No. _____ for this Deliverable.

Please Provide Details: _____

- The Deliverable must be compatible with existing products or services.

Please Provide Details: _____

The City's radio system was provided by Motorola in 2009 and is proprietary.

- The Deliverable is subject to exclusive sale or distribution rights.

Please Provide Details: _____

- The Deliverable must be maintained by the manufacturer or its representative.

Please Provide Details: _____

- The Deliverable is being purchased for testing or trial use.

Please Provide Details: _____

- The Deliverable is being purchased directly for resale.

Please Provide Details: _____

- The Deliverable is being bought out from a rental contract or lease.

Please Provide Details: _____

- The Deliverable is being sold at auction or tender. The CAO has approved submission of the bid.

Please Provide Details: _____

- A competitive purchasing process could compromise the City's ability to maintain security or order, or protect human, animal or plant life.

Please Provide Details: _____

- An unforeseeable situation of urgency exists and a sole source is necessary to obtain the Deliverable in time to meet the urgent situation.

Please Provide Details: _____

- Disclosing the nature of Deliverable in a competitive process would compromise confidentiality or privilege, cause economic disruption, or be contrary to the public interest.

Please Provide Details: _____

- Other:

Please Provide Details: _____

Buyers Initials: _____

APPROVED BY MGR
PURCHASING: _____

Date: May 29 2015

Comments:

This purchase complies with the Purchasing By-Law 93-2012, Section 112 and the Agreement on Internet Trade, Appendix D, Section (a).

Approved original to Buyer file: c.c. copy - Clerk Expediter