

AGREEMENT FOR PURCHASE AND SALE OF GOODS

Bid/Proposal No. Bid Waiver / Vendor of Choice

Clerk Tracking No. 15-00166

Project Name: **PREMIERONE Records System 15-PS-61470**

THIS AGREEMENT FOR PURCHASE AND SALE OF GOODS (the "Agreement") is made this 7th day of **October 2015**, by and between **MOTOROLA SOLUTIONS, INC.**, whose address is 1303 East Algonquin Road, Schaumburg, IL 60196 ("Seller") and **THE CITY OF NAPLES**, a Florida municipal corporation, the address of which is 735 Eighth Street South, Naples, Florida 34102 ("Buyer"). In consideration of the mutual covenants and agreements hereinafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Buyer and Seller agree as follows:

1. **Description of Goods; Sale and Delivery.** Seller shall sell, transfer, and deliver to Buyer the goods described in the **Proposal** attached hereto and made a part of this Agreement as **Attachment A-1** attached hereto and made a part of this Agreement, and as subject to such terms as are set forth in the Proposal and in this Agreement.
2. **Acceptance; Purchase.** Buyer shall accept the goods and pay an amount that is not to exceed **\$469,950.00** for the goods in accordance with the terms of this Agreement and shall be paid in the manner set forth in the **Proposal** attached hereto and made a part of this Agreement as **Attachment A-1**. **Note.** Not to exceed amount does not include maintenance for years 2-5 that are indicated in **Attachment A-1**.
3. **Identification of Goods.** Not Applicable.
4. **Rate and Time of Payment.** Unless otherwise specified, Buyer shall make payment to Seller for the goods within thirty (30) days after the goods are received by Buyer and as indicated in above Item-2.
5. **Receipt of Goods.** The goods shall be deemed received by Buyer when delivered to Buyer at **City of Naples; Attention: Police Department; 355 Riverside Circle; Naples, Florida 34102**. Delivery of the goods and services to Buyer shall occur as outlined in **Attachment A-1** which is attached and made a part of this Agreement.
6. **Risk of Loss.** The risk of loss from any casualty to the goods, regardless of the cause, shall be on Seller up to the time of receipt of the goods by Buyer at the place of delivery, but only after any proper inspection has been completed without rejection of the goods. Thereafter, such risk shall be on Buyer, including any goods thereafter returned to Seller until their receipt by Seller.
7. **Warranty Against Encumbrances.** Seller warrants that the goods, except for Software, are now, and at the time of delivery shall be free, from any security interest or other lien or encumbrance.
8. **Warranty of Title.** Seller warrants that at the time of signing this Agreement or at time of delivery, Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Seller of the goods, except for licensed Software.

9. **Product Warranty.** Seller provides express warranties in Section 9 of the attached Amendment to this Contract. Goods are free from defects, for 1 year from Acceptance of the goods, except as may otherwise be set forth in the Proposal, or other attached warranty: Manufacturer's warranty will apply. **Seller shall provide all warranty documentation at time of delivery.**

10. **Right of Inspection.** Buyer shall have the right to inspect the goods at the time and place of delivery, and within five (5) business days after delivery, Buyer must give notice to Seller of any claim for damages on account of the condition, quality, or grade of the goods, and Buyer must specify in detail the basis of such claim. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by Buyer.

11. **Procedure as to Rejected Goods.** On receipt of notification of rejection, Seller will immediately arrange to receive back the goods for shipment and return. However, within five (5) days, Seller may have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to Seller's facility. When such goods are confirmed or acquiesced as nonconforming, Seller will ship conforming goods within thirty (30) days of the notice of rejection unless Buyer earlier notifies Seller to forgo such shipment.

12. **Governing Law.** The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Florida and agree that the law of the State of Florida will govern their rights and duties. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this Agreement and its interpretation, except Software, and that all the definitions contained therein will be applicable to this Agreement except where this Agreement may expressly provide otherwise.

13. The CONTRACTOR shall: (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service; (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the established cost of the CITY or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY; and (e) Promptly notify the CITY of any public records request.

14. **Description/Proposal Documents.** The terms and conditions of the **Proposal, Attachment A-1** which is attached hereto and made a part hereof shall be incorporated herein as a part of this Agreement.

15. **Notices and Address of Record.** All notices required or made pursuant to this Agreement to be given by Seller to Buyer shall be in writing and shall be delivered by overnight courier, by hand or by the (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as otherwise agreed upon and addressed to the following:

To Buyer:
City of Naples
735 Eighth Street South; Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

All notices required or made pursuant to this Agreement to be given by Buyer to Seller shall be made in writing and shall be delivered by overnight courier, by hand or by the (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as otherwise agreed upon and addressed to the following:

To Seller:

Motorola Solutions, Inc.
1303 E. Algonquin Rd., IL01-10th Floor;
Schaumburg, IL 60196
Attention: **Judy Jean-Pierre**
Legal, Government & Corporate Communications
FEIN Number: On-File

Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall together constitute one and the same instrument.

17. **Effective Date.** This Agreement shall commence on **10/07/2015** and be valid through **09/30/2016** and shall have with mutual agreement of the Seller and Buyer the option for indicated maintenance during years 2-5 as described in **Attachment A-1**, which is attached and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

WITNESS:

Annette Mullan
ANNETTE MULLAN
Printed Name

SELLER:
Motorola Solutions, Inc.

By: [Signature]
Authorized Representative
JOHN THOMPSON
Printed Name (Notary Seal)



ATTEST:

[Signature]
Patricia L. Rambosk, City Clerk

BUYER:

City of Naples, Florida
By: [Signature]
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: [Signature]
Robert D. Pritt, City Attorney

CITY OF NAPLES, FL

SEPTEMBER 30, 2015

PREMIERONE RECORDS SYSTEM

15-PS-61470 V3



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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September 30, 2015

Mr. Mark Jackson, Technology Services Director
City of Naples, FL
395 Riverside Circle
Naples, FL 34102
E-Mail: mjackson@naplesgov.com

Re: Proposal 15-PS-61470 v3 for PremierOne Records System ("Proposal")

Dear Mr. Jackson:

Motorola Solutions, Inc. ("Motorola") is pleased to provide the attached Proposal to City of Naples, FL. This Proposal is valid for 180 days from the date of this letter.

Motorola's Proposal is subject to the terms and conditions of the attached Products Agreement. You may accept this Proposal by issuing a purchase order that references this Proposal PremierOne Records System. Alternatively, Motorola would be pleased to address any concerns you might have regarding this Proposal. Please send your order to your Motorola Public Safety Solutions Consultant listed below.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. Motorola would be pleased to address any concerns you might have and we look forward to receiving your response. Please feel free to contact your Motorola Public Safety Solutions Consultant, Clark McCall, (352) 589-5721, Clark.Mccall@motorolasolutions.com with any questions.

Sincerely,
Motorola Solutions, Inc.

A handwritten signature in black ink that reads 'John J. Thompson'.

John J. Thompson
MSSSI Vice President & Director
North America Integrated Command and Control

Attachments

SECTION 1

SOLUTION DESCRIPTION

1.1 PROPOSED SOLUTION DESIGN

Motorola is pleased to present the following solution for the City of Naples. By leveraging COTS technology, Motorola is presenting a complete technology package for all of the City of Naples's public safety needs. While the products included in this proposal have a high degree of flexibility Motorola has also included the expertise and services of our Project Managers, System Technologists, Solution Architects and Business Analyst to ensure that the City of Naples can enjoy a successful deployment.

At the core of the offering is the Motorola PremierOne™ integrated public safety system. This suite of integrated applications includes Records, and Records Mobile. This powerful platform is based on an Esri GIS engine and is designed from the ground up to be Next Generation ready.

The following applications are included in our base proposal:

- PremierOne™
 - PremierOne Records
 - PremierOne Records Mobile
- Interfaces as specified and required
- VisionAir RMS Legacy Data Query

Our proposal offers the Customer many advantages, including:

- Motorola's proven public safety experience and customer support
- High Availability, Common Services Platform
- Customizable User Interfaces
- Higher operational, reporting and administrative efficiencies across multiple applications and platforms using a service oriented architecture (SOA) designed on Microsoft®.NET technology
- Scalability of PremierOne to support growth and expansion as your agency grows, and needs change

1.1.1 PremierOne Records

Based on over 25 years of industry RMS experience, PremierOne Records is a fourth generation product that was designed from the ground up with the current and future needs of public safety agencies in mind. Not only does the system leverage the experience gained from decades of public safety experience, but it also utilizes the latest graphical user interface design and development techniques. PremierOne Records is built on true service oriented architecture, not simply a legacy product with services added as an afterthought.

Agencies can tailor PremierOne Records with efficient data entry methodology to match specific business processes resulting in easily searchable, presentable and shared data across multiple agencies and jurisdictions.

PremierOne Records ensures data integrity with class-leading security, auditing and logging functions that provide a "chain of custody" for all records.



Another fundamental goal of PremierOne Records is to provide the greatest level of flexibility. Working with system administrators, PremierOne Records allows agencies to add and hide fields, change field labels, make fields required, alter output format, create new modules and determine the information that is made available to users and roles through the use of the Advanced Configuration Tool (ACT).

1.1.2 PremierOne Records Mobile

PremierOne Records Mobile provides the same records functionality to the officer in the field using a mobile client as the records bureau user accessing the system through a LAN-connected desktop computer.

Motorola provides the PremierOne Records Mobile client that provides the officer the ability to continue to use PremierOne Records Mobile either in a connected or disconnected mode. PremierOne Records Mobile is used in situations where network connectivity is not assured or non-existent. All services and data required to operate as a standalone client are configured and deployed. Over the wire update and caching services assure that all clients are kept up to date with application updates, changes to forms, code tables, etc.

1.1.3 PremierOne Common Services

PremierOne Common Services is the foundation of Motorola's Service Oriented Architecture (SOA) providing the PremierOne system and system administrators the tools to flexibly manage internal services throughout the platform from a single point. PremierOne Common Services include Query, GIS, Interfaces, Reporting, Security, and Provisioning.

- **Geographic Information System (GIS)**
 - PremierOne uses the power of GIS for display and location validation. A well constructed and geographically accurate Geofile is required for the proper operation of PremierOne. It is the City of Naples's responsibility to provide a complete and accurate Geofile for use in PremierOne. Once the dataset is properly prepared, the City of Naples can load local data manually or through an automated model, making sure that the most up-to-date data is available to the entire PremierOne Suite using PremierOne tools made available for ArcToolbox.
- **System Security**
 - PremierOne Common Services is deployed within its own Microsoft Active Directory (AD) domain on its own local area network. PremierOne provisioning authenticates users and authorizes them to specific security roles within the PremierOne Suite making sure that appropriate users have appropriate access to data and services. User authentication may be setup to access the City of Naples's AD environment using LDAP to allow for a single point of user and password management across all applications.
 - The PremierOne network contains multiple virtual local area networks that are used to secure and segment traffic for purposes of user access as well as data storage and replication. In this way, traffic is protected and dedicated to provide network efficiency and security.
 - Further, the PremierOne Suite architecture has been designed to reside behind dual redundant firewalls to protect the PremierOne network from intrusive threats. These firewalls are provisioned in a dual "hot" configuration so that if either of the two fails, traffic and security will remain intact across the other.



1.1.4 VisionAir RMS Legacy Data Query

Motorola will provide an interface for query access of VisionAir RMS. The interface will provide query service and forms for five object list responses and five unique object detail responses. Motorola assumes the target dataset is Microsoft SQL Server 2000 (or higher), Oracle 9i (or higher), web service, or data stream over a TCP/IP connection. Any other technology may require additional charges and are the responsibility of the Customer.

Images are supported in query returns as long as they are NIST standard images. If images in query returns are not NIST compliant and image manipulation is required, additional charges may be required and are the responsibility of the Customer.

This interface includes the Motorola services necessary to deploy the interface with PremierOne. Additional third party services may be required and are the responsibility of the Customer.

1.2 PROPOSED SYSTEM COMPONENTS

1.2.1 System Introduction

Motorola's solution has been crafted to meet the needs of the City of Naples. Motorola understands the unique requirements for a system that is flexible enough to grow as your agency's needs grow.

A tiered modular approach simplifies PremierOne deployment and maintenance. This approach also allows for service separation among the servers, clients, the databases and their management. Having the application separated from the database provides for faster performance and secured connectivity. Additionally, PremierOne features integrated security throughout, as access and connectivity is provided only when needed. Separated access levels allow clients to only access the application servers with no direct access to the database servers. The PremierOne solution is designed for security allowing only the application servers' access to the database servers. All communications are encrypted.

PremierOne is deployed in a virtual server environment using Microsoft Server 2012 Hyper-V. The PremierOne suite has also been tested for deployment using VMware vSphere 5.1 (or later) which may be deployed in a customer provisioned and supported environment.

Public Safety applications are complex solutions with varying objectives and demands depending upon the specific application and use. Key operational requirements that virtualization can enhance are addressed directly by the PremierOne architecture. In particular, system redundancy and availability are inherently designed into PremierOne; PremierOne configurations include redundancy throughout the hardware and software components and more critically, the PremierOne system management function is specifically designed to achieve a 5-9s level of availability at the application software level, not just the hardware or operating system level. For this reason, Motorola deploys the production Database servers in a one-to-one Host OS to Guest OS relationship.

The PremierOne system has been tested with a reference architecture build referred to in this document. Motorola supports installing the solution into a customer's virtual environment providing it meets the equivalent processing power of the reference hardware architecture described in this document. Motorola assumes that the City of Naples will provide a virtualization environment, which meets or exceeds the equivalent hardware specifications described below. This includes providing the appropriate Storage Area Network (SAN) for the solution.

Due to its redundant hardware components (network load balanced servers, teamed Network Interface Cards, and redundant connectivity), PremierOne has no single point of failure. Moreover, the



software design is also redundant, and database replication occurs across databases. The system is transaction-based and features a stateless design wherever possible. The entire solution is built on proven industry standard components from Microsoft .NET architecture using Windows and SQL Server.

PremierOne's tiered approach allows for simple scalability. As the City of Naples's needs grow, the design can be scaled up with additional servers for the application, database and operations management. The system is designed to be highly available, based on customer load, customer availability, site requirements and services.

1.2.1.1 Microsoft Reporting Services

PremierOne uses Microsoft SQL Server Reporting Services (SSRS) for reporting purposes. SQL Server Reporting Services is a server-based reporting platform that is used to create and manage tabular, matrix, graphical, and free-form reports that contain data from relational and multidimensional data sources. The reports can be viewed and managed over a World Wide Web-based connection. Reporting Services includes the following core components:

- A complete set of tools that can be used to create, manage, and view reports.
- A Report Server component that hosts and processes reports in a variety of formats. Output formats include HTML, PDF, TIFF, Excel, and CSV.

Visually and functionally, the reports that may be built in Reporting Services surpass traditional reporting by including interactive and Web-based features. Some examples of these features include drill-down reports that enable navigation through layers of data; parameterized reports that support content filtering at run time; free-form reports that support content in vertical, nested, and side-by-side layouts; links to Web-based content or resources; and secure, centralized access to reports over remote or local Web connections.

Some of the other advantages of leveraging this technology within PremierOne include the following:

- **Central Manageability** - Report management, processing, and delivery are handled from one central location, providing increased consistency and improved performance throughout the reporting process
- **Scalable, Enterprise-Wide Delivery** - On-demand report delivery may be enabled and event-based report distribution may be deployed. The automation of effective delivery of real-time information helps drive better decisions for users across the entire suite.

1.2.2 Technical Assumptions and Design Requirements

1. Motorola's proposal assumes that The City of Naples PremierOne Records system will be deployed as part of the Collier County PremierOne suite and that the Collier County PremierOne suite is running on a minimum of R4.0.
2. Motorola's proposal is for PremierOne application software, PremierOne application and PremierOne client software.
3. Motorola's proposal assumes that the Customer will provide the necessary virtualization hardware; software and hosting services to support the PremierOne reference hardware architecture described in this document, including servers, racks, storage area network (SAN), operating system and database management system for the solution.

4. The Customer will provide all Microsoft licensing. This includes Windows Server 2012, SQL Server 2012, and System Center Operations Manager 2012.
5. The Customer will supply workstation hardware, operating system, and all other desktop software.
6. The Customer will provide Microsoft Visual Studio for the creation of In Module reports.
7. The Customer will provide a site adequate for the installation, housing, operation, and maintenance of all computer servers and related supplemental equipment. The space provided must be able to contain the entire rack dimensions as specified in the Rack section.
8. The Customer will provide the appropriate power connectivity, power distribution units, and power to the system in the designated installation location. The quantity and type of connectivity as well as the power draw of the system will be provided after contract negotiations and the hardware list has been finalized.
9. The Customer will provide adequate active cooling and humidity control for the designated installation location. The cooling requirements and the operating temperature range of the system will be provided after contract negotiations and the hardware list has been finalized.
10. The Customer will provide network connectivity to workstations as specified in the network requirements section of this document.
11. The Customer will provide a network diagram depicting all the devices, device types, and interfaces that the PremierOne system will connect to and through, including, but not limited to all blocked ports, hubs, switches, routers, firewalls, and any other network equipment.
12. The Customer will provide IP addresses on the City of Naples's network for the PremierOne Servers.
13. The Customer will provide external interface connection demarcation points at locations agreed to by Motorola. These locations shall normally be adjacent to the PremierOne equipment rack.
14. The Customer will provide electrical power receptacles, and any other receptacles required within manufacturer recommended cable run lengths of the equipment and all supplemental components.
15. The Customer will provide access, administrative or otherwise, to appropriate systems, locations, information, tools, and equipment to ensure proper connectivity, installation, operations, and maintenance of the system.
16. The Customer will provide any software as required for anti-viral, anti-malware protection by the Customer for installation on the system. If the software requires connectivity to a central server for maintenance and updates, the connectivity including ports and access needs to be provided.
17. The PremierOne version being provided is a minimum version of R4.0.
18. Motorola's proposal has been sized based on the following concurrent usage scenario, this may differ from the license count provided:
 - 15 PremierOne Records concurrent licenses
 - 30 PremierOne Mobile Records licenses
 - 3.5% annual growth for 5 years



1.2.3 PremierOne Reference Architecture

The following diagrams present a logical illustration the PremierOne reference architecture. Note that all hardware is provided by the City of Naples.

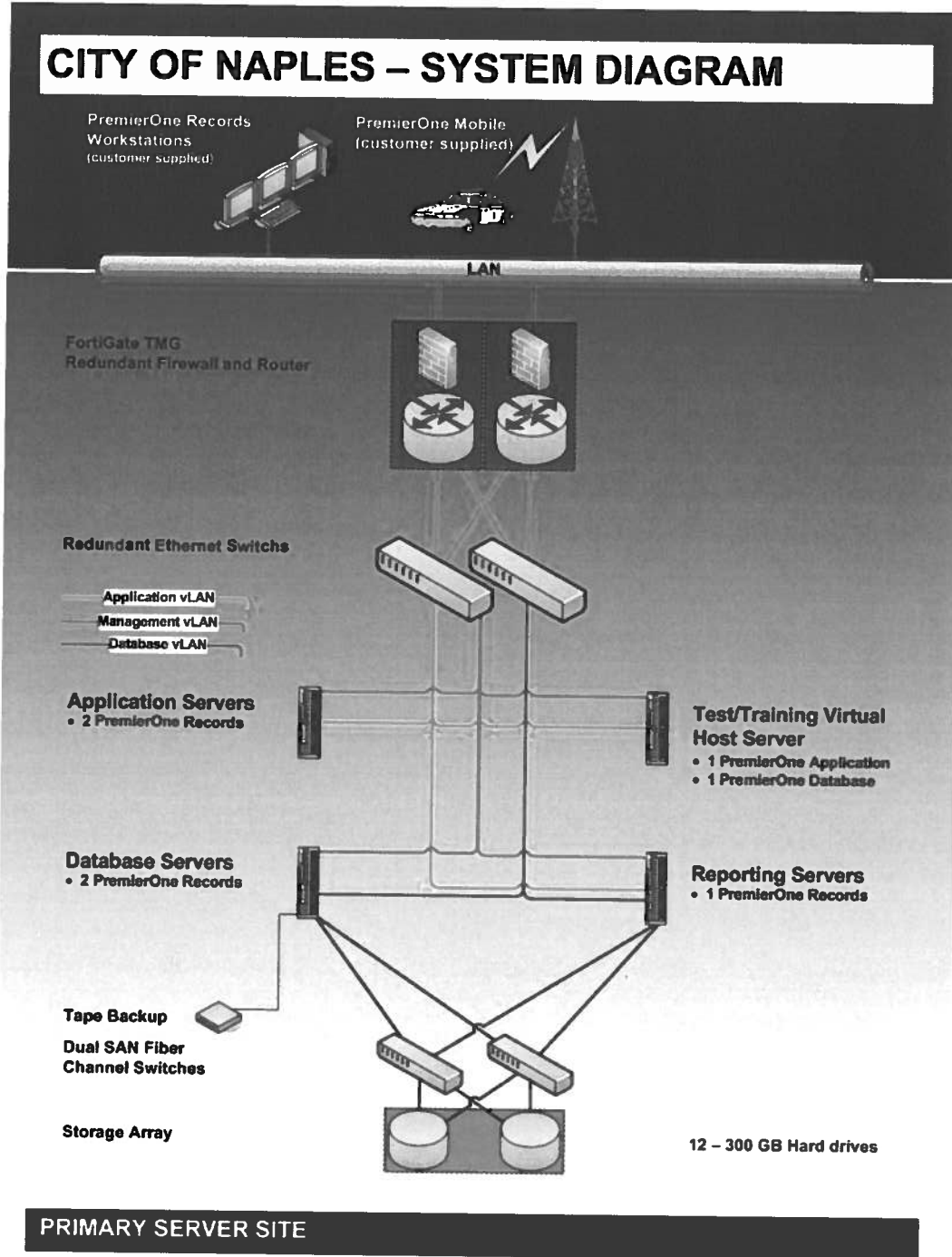


Figure 1-1. Proposed System Diagram

The configuration consists of PremierOne servers and storage area network (SAN). The PremierOne servers are set up in a high availability configuration.

The application servers are contained in a Microsoft Windows Network Load Balancing (NLB) cluster, which spreads the workload between the servers during normal operations. In the event that one of the application servers fails, NLB automatically redistributes the workload among the remaining servers. Meanwhile, PremierOne attempts to restart the failed service(s) on the failed application server. Upon a successful restart of the service(s), the application server rejoins the cluster. If restarting services does not remedy the failure of the application server, the server is issued a reboot. This process is transparent and occurs without user intervention.

The database servers are clustered using SQL Server Clustering. In the event of a failure of the primary database server, the synchronous replication partner automatically starts processing database transactions.

Motorola provides dedicated reporting servers. These servers are not part of a cluster. The reporting servers allow users to perform complex report queries without impacting the performance of the Records system. The data on the reporting servers is updated in near real-time as updates occur on the live Records server.

Servers are also located at the primary site for the test and training environment for PremierOne Records.

1.2.4 Reference System Platform and Components

This section discusses the hardware, operating system, and system software that form the Motorola reference architecture. This is provided as a design reference for the City of Naples to properly size their hosting environment.

1.2.4.1 PremierOne Servers

Motorola's hardware solution utilizes blade servers to offer a high-density configuration with robust and flexible management capabilities. Motorola architected the PremierOne solution to operate on HP c-Class Blade Systems, as these systems provide many integrated redundant components, ease of management, and efficient power management and cooling.

The following two sections describe components of the c-Class Blade System for which Motorola's solution design.

Blade Enclosure

The entire blade system is housed within a HP BLc7000 blade enclosure. Included with the enclosure are a quick view diagnostic LCD panel on the front, a gigabit switch for the various VLANs and the backbone of the system network between the server blades, and remote management of the enclosure.

Application Server Blade

Application servers are HP BL460c G8 server blades configured with:

- Octa-Core Intel® Xeon® E5-2667v2 processor, running at 3.3 GHz, with a 25MB L3 Cache
- Each server blade also contains direct attached storage in the form of two 300GB 10,000RPM SAS hard drives in a RAID configuration
- Four 1 Gigabit network ports, the network ports are paired to form two sets of Teamed NICs for two redundant network connections for application servers
- The servers are configured with 64GB RAM for application servers.

- Microsoft Windows Server 2012
- Microsoft System Center 2012
- One (1) server requires Microsoft SQL Server 2012 Standard

Database Server Blade

Database servers are HP BL460c G8 server blades configured with:

- Dual Octa-Core Intel® Xeon® E5-2667v2 processor, running at 3.3GHz, with a 25MB L3 Cache
- Each server blade also contains direct attached storage in the form of two 300GB 15,000RPM SAS hard drives in a RAID configuration
- Two 1 Gigabit network ports, the network ports are paired to form a single teamed NICs for two redundant network connections for application servers
- The servers are configured with 128GB RAM.
- Microsoft Windows Server 2012
- Microsoft System Center 2012
- Microsoft SQL Server 2012 Enterprise

Reporting Data Warehouse (RDW) Server Blades

RDW server blades are server blades configured with:

- Dual Quad-Core Intel® Xeon® E5-2609 processor, running at 2.4GHz, with a 10MB L3 Cache
- Each server blade also contains direct attached storage in the form of two 300GB 15,000RPM SAS hard drives in a RAID configuration
- Two 1 Gigabit network ports, the network ports are paired to form a single teamed NICs for two redundant network connections for application servers
- The servers are configured with 32GB RAM.
- Microsoft Windows Server 2012
- Microsoft System Center 2012
- Microsoft SQL Server 2012 Enterprise

Test/Training Server Blade

The Test and Training Server is a virtual host providing test and training application and database services for both PremierOne Records and PremierOne Common Services.

Test/Training server blades are configured with:

- Dual Octa-Core Intel® Xeon® E5-2670 processor, running at 2.6GHz, with a 20MB L3 Cache
- Each server blade also contains direct attached storage in the form of two 300GB 15,000RPM SAS hard drives in a RAID configuration
- Two 1 Gigabit network ports, the network ports are paired to form a single teamed NICs for two redundant network connections for application servers
- The servers are configured with 64GB RAM.
- VMware ESXi
- Two (2) virtual servers require Microsoft Windows Server 2012
- Microsoft SQL Server 2012 Enterprise
- Microsoft SQL Server 2012 Standard

1.2.4.2 Ancillary Components

In addition to the server components listed above, PremierOne also contains supplemental components. These components access the software on the system servers and provide temporary transitional power to PremierOne in case of power failure and fluctuations.

The following sections detail each of these supplemental components.

Keyboard and Monitor

Motorola will supply a rack-mounted keyboard and monitor. The HP Rack Model 10642 G2 with rack mount keyboard and monitor provides direct console access to the servers. This keyboard and monitor are typically only used when a technician is working directly with the hardware in the rack; system and application software maintenance is normally performed remotely.

Server Rack

The proposed server solution at a site is generally housed in one HP 10642 G2 42U rack. The various components of the system will ship in the rack. The physical specification of the primary rack is:

- Total Cabinet Dimensions
 - 78.9 in. x 39.7 in. x 24 in.
- Shipping Dimensions (with packaging materials)
 - 86.2 in. x 48 in. x 35.6 in.
- Installed Weight
 - 253 lb – Rack
 - 1415 lb – Equipment
 - 1668 lb – Total
- Shipping Weight
 - 1868 lb – Total
- Maximum Load of Rack
 - 3000 lb

Also included as part of the rack are power distribution units for powering in various components of the system, and a sliding shelf for ease of use within the rack.

Note: It is the responsibility of the Customer to provide any specialized hardware and installation to ensure compliance with any local, State or Federal natural disaster safety regulations.



Rack Clearance Requirements

- Front: 48 inch
- Back: 30 inch

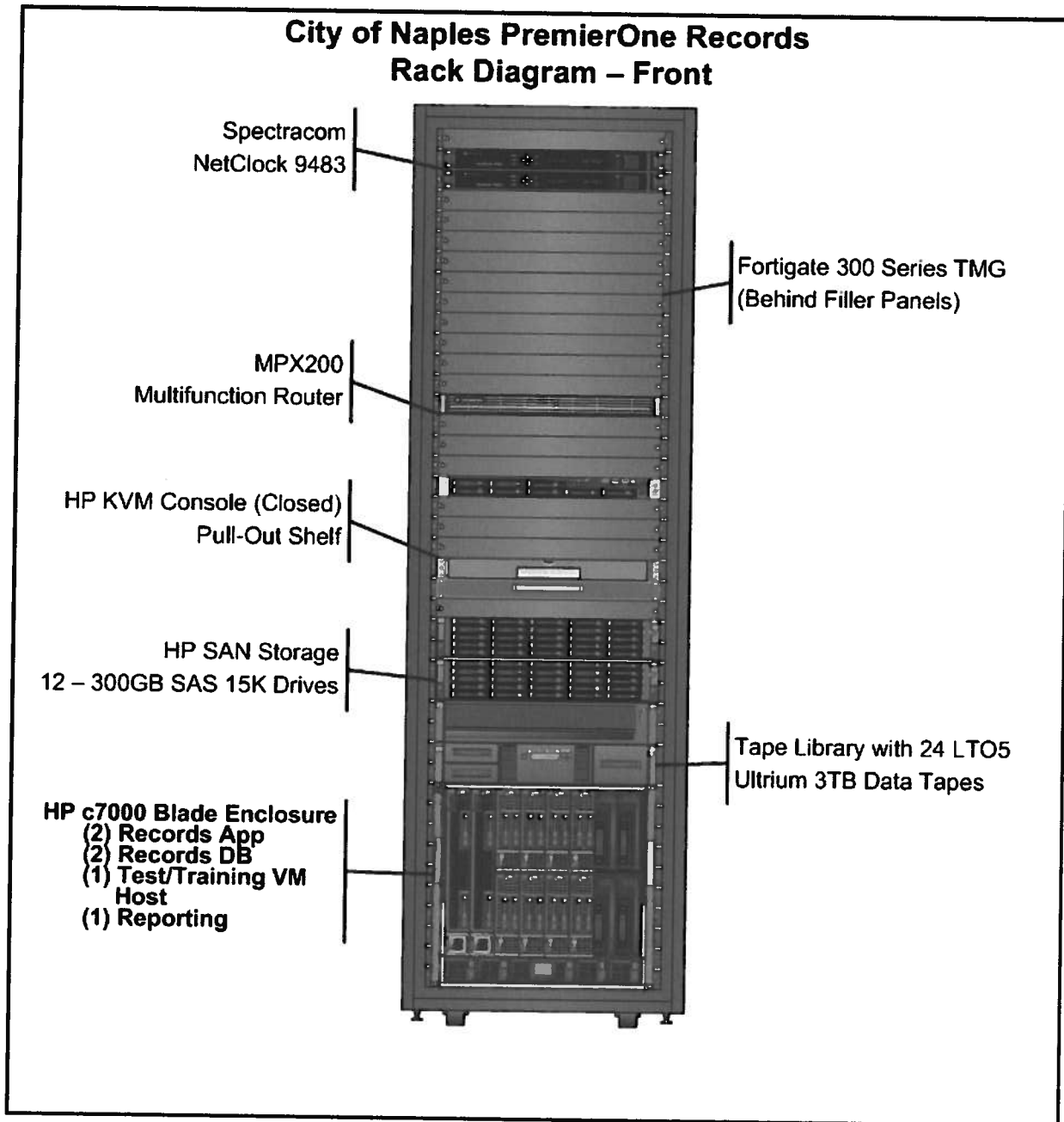


Figure 1-2. Proposed Hardware Rack Layout Primary Site

Note: This is a representative diagram only final configuration will be determined during system staging and is subject to change.

1.2.5 PremierOne Reference Architecture Storage and Backup

PremierOne's Backup and Recovery subsystem includes online storage and a means to backup the system offline through HP Storage and Tape Arrays.

The Storage Arrays are used to expand the storage capacity provided to the Server Blades. These arrays are utilized by the database servers for database storage and for online backups for near real-time data recovery. The HP 3PAR 7200 Series with Dual Controller Array Storage Area Network (SAN) contains 300 (GB) 15K RPM hard drives.

1.2.5.1 Tape Backup

The PremierOne solution utilizes a tape drive and library. The tape drive and library provide a means of backing up data to external media which can be taken offline and offsite. The HP StorageWorks MSL2024 Library is controlled by an application server running HP Data Protector software for the purposes of application and database server backup and recovery. This solution provides the ability to back up 36TB of raw data and 72TB of compressed data. In addition, this tape backup solution provides mechanisms for data encryption for offsite storage as needed. The solution also includes data cartridges to be used for backup and a tape-cleaning cartridge.

HP Data Protector 6.0

HP Data Protector Software automates high performance backup and recovery, from disk or tape, over unlimited distances, to enable 24x7 business continuity and improve IT resource utilization. HP Data Protector is integrated with the HP StorageWorks disk and tape family of products. Data Protector Software simplifies the use of complex backup and recovery procedures with the fastest installation, automated routine tasks, and easy-to-use features. Recover your system with one of the six different Bare Metal Data Recovery methods, which are integrated into Data Protector Software. These methods allow you to boot from CD, DVD, or tape. Data Protector Software enables 24x7 application availability by integrating techniques to eliminate backup windows. These include Online Backup, Open File Backup, or Zero Downtime Backup (local and remote replication).

Backup schedules are dependent upon Customer tolerance for data loss balanced with performance. Motorola will work with The Customer to set proper backup intervals and recommends a starting point of one full backup each night, a differential backup once each day but twelve hours after the full backup, and transaction log backups every fifteen minutes..

1.2.6 Microsoft Active Directory Service

The PremierOne solution provides directory services through an isolated Microsoft Active Directory environment to support the secure management and operations of PremierOne. All servers provided with the solution will contain computer accounts in this Active Directory. Administrator user accounts and groups will be setup in Active Directory with the appropriate group memberships set. In order to facilitate ease of user account management, PremierOne can use The Customer's AD environment for authentication. Once the user account is built in PremierOne provisioning, it can then use LDAP to query The Customer's environment for the account authentication. By using this configuration, The Customer's can enforce password policy, retention, and complexity requirements across the enterprise with a user having a singular identity.

1.2.6.1 Name Resolution

PremierOne provides host name resolution through an Active Directory integrated Domain Name Service (DNS). In order for systems residing outside of the PremierOne network to communicate with



the PremierOne system, The Customer must configure their DNS servers to forward PremierOne name resolution requests to PremierOne DNS servers. This will allow devices on The Customer network to find systems within the PremierOne environment.

For tighter integration in the other direction, The Customer, working with Motorola, must configure their DNS servers to allow name resolution requests from within the PremierOne systems to be processed.

1.2.7 Site Requirements

1.2.7.1 Environmental Considerations

In preparation for the installation and deployment of PremierOne servers, the data center requirements stated in the following sections must be satisfied. The data center requirements specify what The Customer must perform, provide, or ensure in order to prepare for and aid with the solution deployment.

Included in the data center requirements are various environmental considerations for the servers and supplemental equipment, power and network connectivity, access to various information and resources, and compliance with laws and specifications.

1.2.8 Site Readiness Checklist

This document specifies a number of requirements to successfully deploy the proposed system. To assist the City of Naples in preparation for the proposed system, these requirements are summarized in the checklist below. This list may be used to confirm that any site changes have been performed prior to the installation of the system.

Table 1-1. Site Readiness Checklist

	Site Readiness Requirements	Evaluation		
		Pass	Fail	Unknown
1	The site readiness checklist to be reviewed with the Customer and all parties understand the site requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	A site walk-through to be conducted at the time of project kickoff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	The Site provides adequate space for the installation, operation, and maintenance of all computer server(s), workstation(s), and related peripheral equipment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Site Readiness Requirements		Evaluation		
		Pass	Fail	Unknown
4	Space as specified in the rack clearance requirements is provided to allow room for installation and maintenance of components.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Procedures are understood and documented to ensure acceptable site access at all facilities and locations for equipment installation and system testing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Information specific to the existing the Customer LAN / WAN architecture and configuration to be provided by the Customer, including network details for all components (workstations, printers, servers, interfaced systems, etc.) connecting to the PremierOne system.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	The equipment room to be supplied with the required power outlets and circuit..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	UPS and/or generator must have the required capacity, voltage stability and frequency stability for the equipment to be installed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Supplied power to equipment meets the specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Sizing of A/C cooling meets the specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Installation of all communication lines, modems, switches and routers, cabling, equipment and other components necessary for system operation and maintenance that are not identified as deliverable products by Motorola. All lines are terminated at demarcation points at locations agreed to with Motorola.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Site Readiness Requirements		Evaluation		
		Pass	Fail	Unknown
12	Communications lines at remote sites are terminated at extended demarcation points within each facility. These extended demarcation points are located within six cable feet of the desired location of the remote Motorola equipment. All lines are clearly identified and tested.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Access to the loading dock at appropriate facilities for the delivery of equipment, to receive and secure storage of equipment shipped. Hallways and doorways must be sufficient to accommodate shipping containers. A temporary staging area for the unpacking and assembly of equipment.	Name: <input type="checkbox"/> Phone number: <input type="checkbox"/> Email Address: <input type="checkbox"/> Available Loading Dock: <input type="checkbox"/> Freight Elevator: <input type="checkbox"/> Sufficient parking space for delivery vehicle: <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
14	The Customer is to provide TCP/IP communications and connection to the equipment for any existing networks, workstations, and printers that are to have access to the Motorola applications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Site Readiness Requirements		Evaluation		
		Pass	Fail	Unknown
15	A work area for Motorola on-site staff in the headquarters facility, located near the server room, but outside the server room and communications center. The room will be equipped with AC power to support four terminal devices and provide workspace for a minimum of 2 people. The area must have cable access to the servers and be equipped with a telephone line capable of making voice telephone calls, including long distance. This work area will be available during the course of the project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	Access to dumpsters for the removal of trash and shipping containers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1.2.9 Network Requirements

Motorola’s proposed solution requires the TCP/IP protocol for connectivity. All proposed servers and workstations will connect to the City of Naples’s existing network. The Customer will need to provide access to facilities and a dedicated resource knowledgeable on the agency’s WAN/LAN. Network bandwidth has been determined by the transaction volume and size of incidents and records.

PremierOne Records Network Requirements

The PremierOne Records client network requirements vary with system load, usage, and the number of users on the system. Bandwidth required per client with typical usage is 0.4Mbps to 1.0Mbps and requires LAN-like latency and no greater than 20ms. Peak load events (i.e. Case Folder creation) require higher bandwidth. If building a network to support PremierOne Records, 1.2Mbps is recommended. Use of multimedia and other large files may greatly increase network usage.

PremierOne Records Mobile Network Requirements

PremierOne Records Mobile's enhanced functionality is designed for 3G and 4G networks. 3G network connectivity is required and 4G connectivity is highly recommended. Use of multimedia and other large files may greatly increase network usage. The City of Naples will provide a 3G/4G wireless network infrastructure that supports the proposed mobile solution.

1.2.9.1 Firewall Devices

Motorola recommends that its server components are isolated from other systems within The Customer’s data center by means of a firewall router. Component isolation ensures reliability, availability and performance.



Motorola's reference architecture is based on FortiGate devices to provide the perimeter network router, firewall and Virtual LAN (VLAN) configurations for the PremierOne solution.

Motorola understands that The Customer will be providing their own firewalls and will be responsible for the installation and maintenance of those devices. Motorola will work with The Customer to ensure that the firewalls and router are setup for proper operation for the PremierOne system.

1.2.10 PremierOne Workstation Specifications

1.2.10.1 PremierOne Records Workstation Recommended Specifications

- Intel or AMD 1.6 GHz dual core processor
- 4 GB memory
- 1024x768 or higher pixel, 16+ bit color display
- QWERTY Keyboard
- Adobe PDF reader (for help files)

1.2.10.2 PremierOne Records Mobile Workstation Recommended Requirements

- Intel or AMD 1.8GHz dual core processor
- 3GB memory
- 20GB available disk space
- One 800x600+ pixel, 16+ bit color display
- Radio / Wireless communications device
- Standard QWERTY keyboard and Touchpad / Point Stick (or equivalent mouse device)
- Touchscreen Optional
- Microsoft Windows XP Professional SP3 or Windows 7 Professional
- OpenGL 1.2 or higher compliant video card
- Adobe PDF reader (for help files)

1.3 INTERFACES AND INTEGRATIONS

PremierOne interfaces exchange data and information with public safety systems both internal and external to PremierOne. Interfaces facilitate some functionality within PremierOne, such as database queries or the running of vehicle plates. The exchanged information and data can be captured and associated with the relevant system data, such as queried data from state databases stored with incidents.

Interfaces are divided into six general categories:

- **Data Views.** For this connection Motorola assists the interfacing product with how to access the appropriate sections within the RDWs to get to the information they need. Motorola does not create any custom view, triggers, stored procedures or transforms as part of this.
- **One way data feeds (DFF).** Data feeds present from the CAD environment to the target in near real time. These interfaces only allow information to be sent from CAD to the remote target however, they can be modified by the customer to add additional data elements if their needs change in the future.

- One way interfaces. One way interfaces can allow information to move from or to any of the connected systems. These communications can occur on a real time bases or near real time depending upon the needs of the system.
- Two way interfaces. Two way interfaces both send and receive information from PremierOne to external systems. An example of this may be a fire station alerting system where the fire station alerting system receives a dispatch and then can return status information to PremierOne showing “Bay Doors Open”.
- Application Programming Interfaces (API). An API is a method for a third party to write to standard capabilities made available by several PremierOne applications. Writing to an API, a third party can develop interface with PremierOne application(s). APIs are licensed for each instance of use on a vendor by vendor basis. Writing to a PremierOne API means that a third party is taking responsibility for interface with standard PremierOne functionality.
- Query only interfaces. If information is needed from within CAD or RMS which is contained in an external system then a query interface is appropriate. An example would be a regional law records system.

Interfaces communicate via TCP/IP and other protocols, which require interface devices. For non-TCP/IP protocols, the protocol is converted to TCP/IP by interface devices, although conversion to TCP/IP may not be present at the same location as the rest of the system. This data is then transported to the system via TCP/IP. For high availability, two interface devices are clustered or configured in a fault tolerant manner.

Interfaces that have unique requirements, such as state interfaces that require communication to be initiated from a single static IP address, are handled by the interface service through clustering.

Detailed interface specifications are documented and provided during the design document phase (post-contract) in an Interface Requirements Document (IRD).

1.3.1 PremierOne Interfaces

Table 1-2. PremierOne Interfaces

INTERFACE	GROUP	TYPE
Spectracom NetClock (Collier County)	Records	One-Way
PremierOne CAD (Collier County)	Records	Two-Way
Brazos eCitation (Mobile API)	Records	API
State/NCIC (Collier County)	Records	Query

1.3.2 PremierOne API

Motorola is providing the PremierOne Application Programming Interface to allow Brazos eCitation to pass their citation data to PremierOne Records.

Table 1-3. PremierOne API

INTERFACE	GROUP	TYPE
Brazos eCitation (Mobile API)	Records	API



1.4 PREMIERONE INTERFACE INFORMATION

The following sections describe the PremierOne interfaces included with Motorola’s proposal.

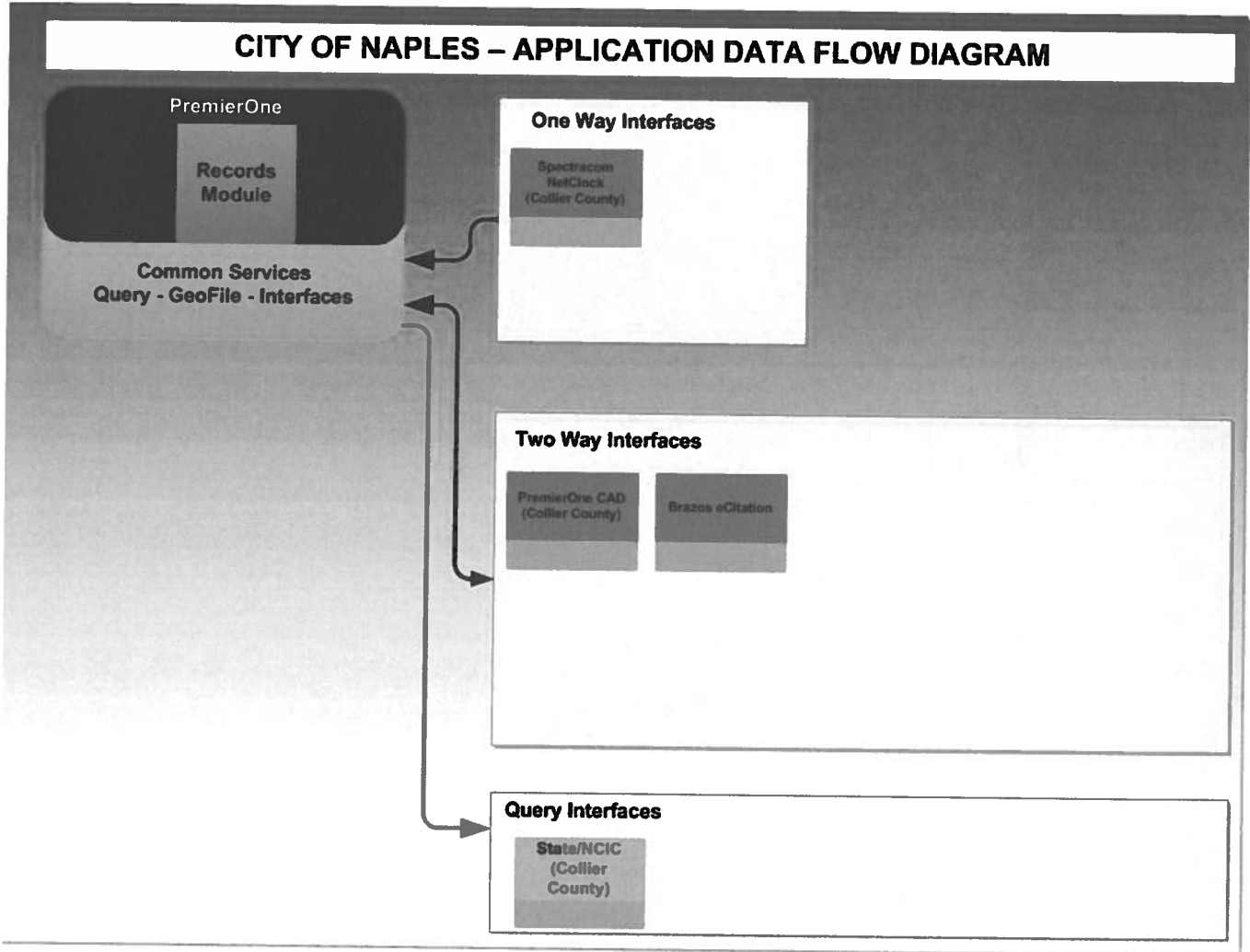


Figure 1-3. Interface Data Flow Diagram

1.4.1 PremierOne One Way Interfaces

1.4.1.1 Spectracom Netclock

PremierOne Records will utilize the Collier County PremierOne Spectracom Netclock to provide proper time synchronization between the clients and servers in the PremierOne Environment.



1.4.2 PremierOne Two Way Interfaces

1.4.2.1 PremierOne CAD (Collier County)

PremierOne Records will provide an interface to the Collier County PremierOne CAD system for the transfer of incident information.

1.4.3 PremierOne Two Way Interfaces via API

1.4.3.1 Brazos eCitation

Motorola will provide the Customer with the PremierOne Mobile Application Programming Interface (API), which will be provided to Brazos for the development of an interface from PremierOne to Brazos.

This interface requires Brazos participation, documentation and possible charges. Motorola assumes the Customer will provide all necessary arrangements to work with the Brazos. Motorola will provide 20 hours of phone technical support to assist in writing to the API. Use of the API by third parties is governed under the provisions of the licensed Software Development Kit (SDK) and Non-Disclosure Agreement (NDA).

1.4.4 PremierOne Query Service Interfaces

1.4.4.1 State/NCIC Query

PremierOne Records will utilize the Collier County PremierOne query services for State/NCIC query functionality.



SECTION 2

IMPLEMENTATION PLAN

The Implementation Plan has been developed based on Motorola Solution, Inc.'s ("Motorola") extensive experience in the deployment of integrated public safety solutions and provides the framework for the successful implementation of the City of Naples' ("Customer" or "City") Law Enforcement Records Management System project.

The Implementation Plan includes brief synopsis of the program management methodology related to overall program management including the organizational structure, scope definition, project communications, risk management, change control procedure, documentation, status reporting, quality assurance, and testing.

2.1 GENERAL PROVISIONS

- **Definition of Days.** Unless otherwise indicated, time to schedule or complete tasks is given in business days, not calendar days. Business days are Monday through Friday weekly, exclusive of recognized national, Motorola or Customer holidays.
- **Contract as Final Authority.** Nothing in this plan is intended, nor does it supersede any term or condition established in the System Agreement or Addendum to Maintenance and Support Agreement. This plan is supplemental to the either of those Agreements and strives to lay out mutual responsibilities.
- **Technical System / Functional System Descriptions.** The technical and functional system descriptions incorporated into this proposal, or to the contract as exhibits, are considered governing for purposes of scope. These document(s) may describe a system or subsystem, feature, quantity, duration, or other system characteristic, but is only for the purpose of completeness to create the correct context for the reader of this plan. When these document(s) refer to any specification for a product, its reference pertains to the applicable technical specification or description attached to the proposal or the contract as an exhibit.
- **Implementation Items.** This document describes how the Customer and Motorola will work together to agree on specific implementation details. While this will be a cooperative process, design elements and attributes that affect the operation of Motorola-provided products, are implemented at the discretion of Motorola and Motorola reserves the right to decide implementation details, based on the feasibility of any given item. These details are separate from system configuration.
- **System Configuration.** System configuration is comprised of user configurable parameters (i.e. specific values for unit names, timing of events, officer or user identification, street names, statute tables; to name a few) that are defined within the system, are the responsibility of the Customer to define and configure. Motorola will train the Customer on the system and how the many variables affect system operation and performance, but the choice of configuration, within the limits supported by the system and described by the contract remains with the Customer.
- **Standard Client Hardware.** Motorola's implementation is reliant upon installation and testing of client software on hardware that meets or exceeds the recommended specifications provided by Motorola. If during the implementation, the Customer elects to utilize client hardware that does not meet or exceed the recommended specification, the Customer shall make available for all installation, training and testing activities hardware that conforms to or exceeds the recommended specification. Testing events and milestones contained within this project shall not be impacted or impaired by the Customer's use of non-standard hardware. After the system is accepted, the



- Customer will be bound by the terms of the Maintenance and Support Agreement, which states that Motorola shall not be held liable for any issues proved to be caused by the use of Customer defined hardware. The Customer may experience a reduction in features and functionality of the PremierOne system as a result of using Customer defined hardware or operating system software.
- **Standard Server Hardware.** Motorola's implementation is reliant upon installation and testing of its software on hardware that has undergone testing to ensure conformance to specific manufacturer design and performance specifications provided by Motorola. For this reason, Motorola specifies hardware that precisely meets the design specification requirements. If the Customer elects to use server hardware that does not meet Motorola's recommended specifications, Motorola requires (at an additional services cost, not included in this proposal) testing and validation of use of hardware of the alternative configuration. Customer shall make available the hardware for all installation, training and testing activities. Testing events and milestones contained within this project shall not be impacted or impaired by the use of Customer defined hardware. After the system is accepted, the Customer will be bound by the terms of the Maintenance and Support Agreement, which states that Motorola shall not be held liable for any issues proved to be caused by the use of Customer's alternative hardware configuration. The Customer may experience a reduction in features and functionality of the PremierOne system as a result of using Customer defined hardware, operating system software and or database software.
 - **Milestones.** Motorola's implementation plan is structured around several key performance milestones. Performance Milestones will be reviewed by both the Motorola and Customer Project Managers at project kickoff. Both parties will commit to implementation of the project in accordance with the milestone dates as set in the performance (project) schedule. Milestone tracking and progress will be reviewed during project status meetings and adjusted accordingly. In those cases where a milestone event has been contractually deemed a payment milestone, Motorola will invoice Customer for payment upon conclusion of the milestone event.

2.2 ASSUMPTIONS

Motorola's proposed project scope and proposed features and functionality has been crafted with the following assumed conditions or exclusions:

1. Unless specifically stated in the Statement of Work, all Motorola work is considered complete upon conclusion of the last Motorola task in a series of tasks as presented in the Statement of Work.
2. GIS services are not included as part of this proposal. Motorola assumes that the Customer is proficient with ArcGIS. GIS training is available as an option (not proposed).
3. Conversion of legacy data is not included as part of this proposal.
4. Unless otherwise stated, Motorola's proposal provides for the installation of PremierOne version release 4.0 or higher (or the current general release available at the time of installation)
5. Customer will provide all network infrastructures. Motorola's proposal makes no provision for cabling or capital improvements to the installation environment and power consumption considerations that may be required to support the PremierOne solution.
6. Motorola's proposal includes the proposed Motorola Server and Client software and installation services. Customer is providing all server, storage and workstation hardware as well as the operating system, database, and visualization software.

7. Unless otherwise indicated from the context in which it is used, the word “system” will be used herein to refer to the compilation of the foregoing subsystems, interfaces, third-party applications and ancillary systems.
8. Except as specifically provided in Motorola's response to the functional requirements, any field additions or other form modifications will be performed by the Customer using the Advanced Configuration Tool. Motorola will provide training on the use of the tool, as well as a block of remote consultation in support of the City's initial use of the tool. Additional support is available for purchase.
9. All parties recognize that the SOW is not necessarily formatted chronologically with contractual obligations defaulting to the Project Schedule, unless otherwise noted.
10. Motorola will develop and configure PremierOne interfaces to the third-party systems as listed in Exhibit A. Interfaces included as part of Motorola's deliverables will be developed per an Interface Requirements Document (IRD) that lists the specific requirements of the contracted interface and are installed and validated to provide the features listed in the IRD. Custom interfaces only provide the features and functions supported by the Motorola solution.
11. Motorola is not responsible for managing any third-party systems and/or software not included as part of Motorola's proposed solution.
12. Motorola assumes no responsibility for training, installation; configuration, on-going support or warranty for any third-party systems and/or software not included as part of Motorola's proposed solution.
13. Motorola assumes no responsibility for issues arising from lack of engagement of third-party and/or Customer resources to perform work related to the interface, or troubleshooting any issues on the Customer's third-party systems.
14. Motorola reserves the right, as part of the requirements stated herein, to provide products and services of equal or better quality, of comparable value and certified for operation with Motorola systems that are available at the time of installation. These substitutions will have no price impact to the Customer. Project pricing may be impacted through changes in the scope of the project, when such changes are agreed-upon. The modifications to the contract will be addressed via a change order to the contract.
15. Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer in accordance with the Change Order provision of the contract.

2.3 PROJECT MANAGEMENT PLAN

The following sections outline the components of Motorola's Project Management Plan, to deliver the contracted project on time and within budget.

- Project Organization
- Performance (Project) Schedule
- Roles/Responsibilities
- Scope Review
- Project Communications
- Risk Management
- Action Item Log
- Change Control
- Status Reporting
- Quality Assurance



2.3.1 Project Management

Comprehensive and proactive program management and direct communication between Motorola and the City are necessary to coordinate and manage the many tasks involved in this complex system. Motorola will appoint a Project Manager to be the single point-of-contact for the City. The City is expected to appoint a Project Manager to serve as the single point of contact for Motorola.

2.3.1.1 Motorola Responsibilities

Motorola will designate a Project Manager who will direct Motorola's efforts and serve as the primary point of contact for the Customer. This individual will be on-site at the Customer's location during standard business hours or otherwise per mutually agreed upon times. The responsibilities of the Motorola Project Manager include:

1. Directing the Project with responsibility for Project performance from initiation to closure, including planning, organizing, managing, and controlling all aspects of the Project to ensure that Project tasks are performed according to the approved Project Schedule and Project Plan.
2. Coordinating and scheduling all of Motorola's resource assignments.
3. Identifying all known items that may impact the availability of agency resources during the Project, and coordinating with the Customer's Project Manager to avoid delays.
4. Ensuring that all necessary subcontractor commitments are in place and monitoring subcontractor commitments and performance. All subcontractors will be identified by Motorola and approved by the City of Naples.
5. Initiating and maintaining Project reporting and filing systems to ensure that Project documentation is up-to-date, organized and readily accessible by appropriate Motorola and Customer staff.
6. Obtaining from the Customer a system network configuration diagram and updating it as needed to ensure that the system network configuration diagram accurately reflects the agency's architecture as it may change during the implementation of the project.
7. Arranging for the delivery and installation of all contracted Products and Services in accordance with the Project Schedule.
8. Coordinating Motorola's logistics for all on-site activities.
9. Mutually agreeing to and clarifying with the Customer, the logistical training considerations such as schedules and classroom resources.
10. Providing the Customer's Project Manager and Motorola's upper management with the progress reports described herein.
11. Maintaining a log of all errors, incomplete requirements or unresolved issues that occur over the course the Project, including date and manner of resolution. A copy of such log will be provided monthly with the status report.
12. Communicating with the Customer's Project Manager on a monthly basis, or as needed, regarding Project progress and activities, and ensuring adequate communication between members of the Motorola and Customer implementation staffs.
13. Monitoring and following-up to ensure that the Implementation Services are completed in compliance with the dates set forth in the Project Schedule.

14. Promptly consulting with the Customer's Project Manager when Project Plan deviations occur, and documenting all such plan deviations in accordance with agreed upon change control procedures.
15. Providing consultation and advice to the Customer on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues, and acting as a conduit to Motorola's specialist resources that may be needed to supplement Customers implementation staff;
16. Facilitating review meetings and conferences between the Customer and Motorola's executives when requested by the Customer.
17. Identifying and providing the Customer with written notice of all issues that may threaten the implementation, operation or performance of the System immediately after Motorola becomes aware of them.
18. Ensuring that the delivered System complies with Contract specifications and requirements.

2.3.1.2 Customer Responsibilities

The Customer will designate a Project Manager who will serve as the primary point-of-contact for Motorola. The responsibilities of the Customer Project Manager include:

1. Serving as the interface between the Motorola, City, and other customer stake holders.
2. Reporting and escalating issues as necessary.
3. Scheduling meetings and locations for meetings as required.
4. Reviewing and approving all product/contract deliverables.
5. Providing timely access to Customer staff and necessary program information.
6. Providing the necessary personnel support to complete the contracted tasks and deliverables.
7. Provide a workspace and the appropriate network connectivity for up to two (2) Motorola resources while performing on site activities.
8. Providing access to required hardware and software, as deemed necessary by the Customer.

2.4 CONTRACT DESIGN REVIEW

Motorola's Project Management Plan includes a Contract Design Review. The Motorola project manager will work with the Customer project manager during the project initiation phase to confirm the contracted project scope. The contract forms the basis of the project scope definition. Any deviation in the project scope, from the original contract definition, will go through the change control process as defined herein.

Scope Review consists of the following:

- Main processing functions of the system
- Automatic or manual systems that need to interface with the system
- General workflow
- Major data entities that the system will access or maintain
- Key assumptions relating to the software or hardware environments



2.5 PROJECT ORGANIZATION

Motorola is committed to teamwork with the Customer to ensure that milestones are accomplished according to the project schedule.

Motorola project team will include members of the sales and services team, program management, system integration team, product development team, and executive management.

2.6 PROJECT SCHEDULE

Implementation of this project will proceed in accordance with a project schedule that is jointly approved by the Motorola and the Customer project manager during the project initiation phase. The mutually agreed upon project schedule will become the governing project schedule incorporated into the contract.

The project schedule is based upon work being accomplished Monday through Friday during normal business hours, with the exception of holidays in accordance with the general provision definition of “days”.

Changes to the project schedule, either within the provisions of the change order process or without change order, are governed by the terms and conditions of the PSA System Agreement.

2.7 PROJECT COMMUNICATIONS

Motorola recognizes the importance of effective project communications. A Project Communications Plan document will be created during Project initiation and will include the following components:

- **Trigger.** Determines what information or event requires communication between the Customer and Motorola (e.g., status meetings, requirements documents, Test plans, training plans).
- **Frequency.** Determines the frequency of communication (e.g., daily, weekly, monthly, one-time).
- **Recipient.** Determines who will receive or participate in each communication trigger, and who will be the primary member and who will be carbon copied.
- **Method.** Determines the method (e.g., e-mail, conference call, formal letter) and format (e.g., pre-determined form, page layout, field definition) of the communication.
- **Champion.** Determines who will be responsible for communication delivery or creation.
- **Planned Action.** Determines how the communication will be measured (i.e., on-time, accuracy, professionalism).

2.8 RISK MANAGEMENT

Motorola’s Project Management Plan includes the processes required to ensure project risks are managed. Motorola will develop the Risk Management Plan. Motorola and the Customer will jointly maintain a Risk Management Plan during the life of the project. The Risk Management Plan is an iterative process of identifying and measuring risks and developing, selecting, and managing options for handling those risks. The Risk Management Plan includes the following steps:

Identification. Determines which major risks are likely to affect the project and documents the characteristics of each.

Quantification. Evaluates major risks in terms of their probability of occurrence. The probability of occurrence includes the following measurements:

- Frequent: likely to occur on a continuous basis
- Probable: likely to occur several times
- Occasional: likely to occur some time
- Remote: unlikely but possible

Impact. Evaluates major risks and risk interactions to assess the range of possible outcomes. The level of impact of the risk event includes:

- Critical: an event that, if occurred, would jeopardize project success
- Serious: an event that, if occurred, would cause major system cost/schedule increases
- Moderate: an event that, if occurred, would cause moderate cost/schedule increases
- Minor: an event that, if occurred, would cause a small increase in program costs and/or schedule
- Negligible: an event that, if occurred, would have insignificant effect on the project

Control. A risk control plan is established for each major risk. The focus of the control plan is to reduce the level of each risk by increasing the number of choices available and/or reducing the probability of occurrence. The methods for risk control include:

- Avoidance: eliminate the potential for occurrence
- Assumption: the risk is allowed with no plan in place
- Reduction: continuous monitoring or correction through mitigation

Mitigation. Involves contingency planning: defining action steps to be taken if an identified risk event should occur.

Status. Motorola's Project Manager and the Customer Project Manager will be responsible for the continual monitoring and management of the risk issues identified at contract time and any additional risks identified from program commencement.

2.9 ACTION ITEM/ISSUES LOG

Motorola's Project Management Plan includes the development of an Action Item/Issues Log that will be used throughout the project. Motorola's project manager will work with the Customer's project manager during the initiation phase to design and approve the format of the Action Item/Issues Log. The purpose of the log is to resolve project issues that arise within the scope of the project. Issues that change or modify the project scope, (i.e. quantities, schedule, deliverables), are handled through the Change Control process. The Action Item/Issues Log identifies the issue, provides continual status updates on specific tasks, and identifies the responsibilities of all parties.

The Motorola project manager and the Customer's project manager will finalize the Action Item/Issues Log template during the project initiation phase.

2.10 CHANGE CONTROL (CHANGE ORDER)

Motorola's Implementation Plan includes a change control process that defines the procedures by which the project scope may be changed. It includes the paperwork, tracking systems, and approvals necessary for authorizing changes.

The change control process covers contract changes between Motorola and the Customer.

The intent of the Change Control Process is to ensure concurrence between the Customer and Motorola on any changes to the contract baseline as it is currently documented and recorded.

Changes to the Customer's contract may originate for several of the following different reasons:

- Addition/deletion to scope of Project
- Complaint requiring action
- System design change
- Requirement change
- Functional change
- Milestone Payment change
- Procedural change spelled out in the contract
- Supplier change of equipment
- Alternate equipment or solution being proposed
- Schedule change to project and Modification to the Terms and Conditions of the contract

The Motorola project manager reviews the requested change with the Customer project manager to determine the proper course of action necessary to respond to the requested change. This review may involve resources from Contracts, Engineering, and/or key subcontractors (if applicable) to properly evaluate and respond to the merits of the change. An evaluation usually determines whether a proposed change is feasible, meets the intent of the change, is appropriately costed and priced and tests for acceptance of the change by both parties involved.

The Change-Order must be authorized and executed by the Customer and Motorola before work on the change order can begin. The Customer is responsible for managing any internal approvals required by the City.

2.11 STATUS REPORTING

Project Status includes the performance of the project in relation to project scope, schedules, issues, and quality. Project performance measurements include a list of the appropriate milestones, task completion points, and deliverables. This format will assure the Customer that the proper checkpoints are utilized to make sure the project is proceeding according to schedule.

Motorola's project manager and the Customer's project manager are responsible for monitoring and managing the risks identified at contract execution and any additional risks identified at project execution and to ensure that project performance standards are met. The Motorola project manager will monitor and communicate project performance via project Status Reporting to the Customer as well as internally to Motorola team members.

Project status meetings will be held to assess the project performance. Status reports will be submitted to the City project manager defining activities such as the accomplishments of the reporting period, as well as activities planned for the current reporting period, including an updated project schedule and Project Plan with variance explanations (if any). Project status meetings are held via telephone conference once each month. Status reports are provided on a monthly basis.

The following items will be included within the project Status Report.



- Significant work plan activities performed during the reporting period. Reviewing the completed activities and comparing to plan
- Deliverables completed during the reporting period. Identifying milestones reached and comparing to plan
- Significant work plan activities planned for the next reporting period
- Deliverables expected to be completed in the next reporting period
- Identifying problems or issues and tracking status; and
- Project notes and comments

2.12 QUALITY ASSURANCE

Motorola's Project Management Plan includes Quality Assurance ("QA") processes to ensure the highest level of defect-free products that consistently meet specification requirements, performance, reliability, interoperability, usability, and documentation.

Quality assurance testing begins with defined processes in the development environment that include unit and integration testing prior to the software being delivered to the Quality Assurance department.

Once received in QA, Motorola's QA department maintains an established review process for all products prior to approval for shipping, control of the final code, and oversight of the products once they have been shipped.

The QA Department is responsible for the following:

- Establishing, achieving, and maintaining Motorola Quality Objectives
- Developing, executing, and reporting standardized Test Plans
- Performing Software Configuration Management
- Reviewing activities, including requirements, design, and end-user documentation
- Controlling supplier, subcontractor, and third party software deliverables as procured, installed and configured by Motorola
- Providing Defect Control and correcting them
- Creating and maintaining quality records

All software products must pass comprehensive testing before shipping. An established policy dictates rules for acceptance/rejection of products and standards that must be met before products are authorized for shipment.

Motorola's QA process includes involving the QA team in the early stages of development. QA plays an active role in reviewing requirements and design to ensure that the maximum coverage is incorporated into the Test Plans/Procedures used by the QA team in the verification of the software.

Motorola recognizes that each Customer's needs and configurations are different. As such, Motorola's QA processes include functional testing at the Customer site following installation and configuration of the software. Functional testing is completed following the initial installation as well as subsequent software upgrades.

2.13 TESTING AND COMPLETION

The Application Test process confirms that the delivered solution meets product requirements as defined in the contract. All test criteria will be predicated by the contract exhibits including Motorola's responses to Customer requirements presented in the RFP. The Application Test process includes the following:

- **Application Test Procedures.** Motorola will work with the Customer to develop the test procedures that define steps to be taken to validate functionality, pass/fail criteria, and the resolution for deficiencies. The test procedures will be finalized after the project kickoff and will include the pass/fail criteria to ensure the equipment and software operates in accordance with the specifications identified in the contract. Test Procedures may include specific references to a Requirements Traceability Matrix, Functional System Description and or Motorola's responses to specific requirements presented in Motorola's proposal.
- **Functional Acceptance Test.** Functional Acceptance testing will be performed by the Customer for each subsystem after the subsystem has been installed at the Customer's facilities. The test will demonstrate that the system meets the functional requirements in accordance with the product FSDs. **Interface Test.** Motorola will work with the Customer to perform on site integration and interface testing at the Customer site to demonstrate that integration operates in accordance with Motorola specifications and that interfaces operate in accordance with Interface Requirement Documents.
- **Stress Performance Test.** Motorola performs load and benchmark testing as part of the internal product testing process. System performance is tested under a simulated client load for a variety of system configurations. Testing is completed in the Motorola performance lab environment using HP BL460c blade servers and EVA SAN storage.
- **Reliability Period.** Thirty-day system level test to demonstrate the interoperability and integration of the system as a whole. The test commences at the point that the primary final subsystem is available for production use or the point at which production use commences, whichever occurs first.
- **Final Acceptance.** Final acceptance shall occur upon certification of the conclusion of the Reliability Period. Upon final acceptance the project will transition to the warranty/maintenance phase of the contract.

SECTION 3

STATEMENT OF WORK

3.1 GENERAL INFORMATION

This Statement of Work (“SOW”) defines the principal activities and responsibilities of all parties for the implementation of the PremierOne system to support emergency services operations.

3.1.1 Project Kickoff

The purpose of the Project Kickoff activity is to introduce project participants, review the scope of the project and review the Project Schedule.

3.1.1.1 Motorola Responsibilities

1. Schedule and facilitate the kick-off meeting to clarify roles and responsibilities, and establish team working relationships and work toward finalizing the Project schedule dates.
2. Verify with the Customer personnel the recommended computer processor(s), operating system software, third-party software, all associated workstations, printers, communications, and related components.
3. Plan installation activities with the Customer.

3.1.1.2 Customer Responsibilities

1. Provide input to the final Project schedule dates.
2. Provide, upon request, information on existing hardware and operating system software components and terminal networks, as well as projected utilization statistics and other information as is reasonably required to validate final hardware requirements.
3. Review the final hardware and operating system software configuration with the Motorola project team.

3.1.1.3 Motorola Deliverables

Title	Description	Format
Project Schedule	A Project Schedule reflective of mutually agreeable task dates.	Microsoft Project

3.2 CONTRACT DESIGN REVIEW

3.2.1 Functional Scope Review

The purpose of this activity is to review the contracted functional capabilities of the PremierOne system in detail, including screens, processing, and outputs of the incident, unit, status monitoring, geofile, messaging, interfaces, and reporting functional areas of the system.



The Functional Scope Review will commence following the project kickoff meeting. The review will be an opportunity for Motorola to explain in-detail how the Customer’s requirements will be met by the PremierOne system and Motorola’s implementation methodology. As there may be several potential system configurations which could meet the requirement, Motorola will solicit information on current (or desired) Customer business processes and workflows. The Functional System Description document for each Motorola-developed product will serve as the basis for the review.

3.2.1.1 Motorola Responsibilities

1. Facilitate a review of the contract deliverables.
2. Review the proposed interfaces being installed. A Motorola technical resource will present a high level description of interface capabilities.

3.2.1.2 Customer Responsibilities

1. Make appropriate individuals available to review Customer workflows.
2. Provide documentation on Customer’s current workflow and operating procedures.
3. Facilitate a visit to the Customer’s communications center, if requested.
4. Provide feedback as the final performance schedule dates are determined.

3.2.1.3 Motorola Deliverables

Title	Description	Format
Functional Specification Review Meeting Minutes.	A document presenting the discussion items, requested scope modifications and initial implementation tasks to be conducted by both parties.	Microsoft Word document

3.2.2 Site Survey and Infrastructure Planning

The purpose of this activity is to review the infrastructure requirements for the PremierOne system and to ensure the virtual environment provided by the Customer is appropriate for the installation of the proposed system software. Motorola will facilitate a meeting following the Project Kickoff meeting to review the Site Requirements document that accompanied Motorola’s proposal as and to conduct a survey of the Customer’s facilities. The objective of this review is to ensure the existing Customer infrastructure(s) and facilities will support an optimal installation environment for the PremierOne System.

3.2.2.1 Motorola Responsibilities

1. Review Site Requirements Document with the Customer.
2. Facilitate meetings as required to review the current Customer infrastructure.
3. Conduct a site survey/audit of the facilities in which system hardware will be installed to assess site readiness.

4. Prepare a report that includes recommendations for any site preparation required to provide a suitable environment for installation of the system equipment and that identifies any deficiencies related to power, power supplies, cabling, network connectivity, communications equipment

3.2.2.2 Customer Responsibilities

1. Provide documentation on Customer's current infrastructure and virtual environment.
2. Ensure site environment meets minimum requirements, as stated in the Site Requirements document.
3. Make appropriate Customer staff available to explain the current Customer architecture.
 - A. Provide a site adequate for the installation, operation, and maintenance of all PremierOne system software in accordance with Motorola's requirements.
 - B. Provide a programmer work area for Motorola on-site staff in the primary facility, located near but outside of the computer machine room and communications center. The room should be equipped with AC power to support two terminal devices and provide workspace for a minimum of two (2) people. Internet access is preferred but not required. This work area will be available during the course of the project.

3.2.2.3 Motorola Deliverables

Title	Description	Format
Site Survey Results	Review of Customer's Site Environment readiness.	Microsoft Word document

3.2.3 Interface Requirements Gathering

The purpose of this activity is to understand the requirements of each desired interface by analyzing the Customer requirements for each. The product of this exercise will be for Motorola to develop an interface specification resulting in the development of an Interface Requirements Document ("IRD") for each proposed interface.

Motorola will conduct meetings to explain how the interface requirements are expected to be met by the PremierOne system and interfaces to external systems. Motorola will solicit information on the business processes and workflows for each interface.

3.2.3.1 Motorola Responsibilities

1. Facilitate the interface analysis meetings.
2. Document interfaces requirements.
3. Develop and deliver Interface Requirements Documents for each interface.

3.2.3.2 Customer Responsibilities

1. Make knowledgeable individuals available for the interface analysis meetings.
2. Provide documentation on Customer's current usage of each interface and its desired interaction with the PremierOne portfolio of products.
3. Facilitate a visit to a Customer communications center, if requested.



3.2.3.3 Motorola Deliverables

Title	Description	Format
Interface Requirements Document	Documents that describe the connectivity and functionality of each proposed interface.	Word document

3.2.4 Provisioning Workshop

The Provisioning Workshop is Motorola's opportunity to gather, understand and document the Customer's business operation processes to determine the best approach to configuring the Customer's PremierOne system. The workshop will be provided over a three-day session.

3.2.4.1 Motorola Responsibilities

1. Provide a Business Analyst resource on-site at Customer's site for six (6) business days (over two consecutive weeks).
2. Work with Customer to document, understand and review Customer's business process.
3. Determine the best pre-configuration options for Customer's system.
4. Pre-configure Customer's system prior to configuration training.

3.2.4.2 Customer Responsibilities

1. Provide resources knowledgeable in Customer's business processes and participate in the Pre-configuration workshop.
2. Review the documented business processes and provide input into best available configuration options.
3. Following Configuration Training, modify the system configuration as necessary to meet the Customer's needs.

3.2.4.3 Motorola Deliverable

Title	Description	Format
Premier One Provisioning Guide and Workbook	Documents that describe provisioning requirements and documents information about customer's business processes.	Microsoft Word document

3.3 ON-SITE INSTALLATION (ASSUMES CUSTOMER-PROVIDED VIRTUAL SOLUTION)

The objective of this activity is to install the system at the Customer site. The output of the activity will be an installed PremierOne system, inclusive of installed interfaces and application software in the Customer's virtual environment. This activity addresses physical installation activities and system connectivity verification.

- Physical Site Ready. Server hardware installed/Virtual solution installed and tested. Test workstations available per specification.
- Site Readiness Certified by the City. The City certifies they are ready for install.
- Installation of PremierOne Server Application software on the installed system.
- Installation of Records client software on five (5) City training workstations.
- Train City staff on Records workstation installation.
- The City installs the balance of workstations
- Interface Installation. Motorola installs, configure and test interfaces.

3.3.1.1 Motorola Responsibilities

1. Installation of PremierOne server application software in the customer-provided virtual environment.
2. Verify availability of interface connectivity.
3. Install PremierOne client software on up to five (5) training workstations.
4. Train Customer on the PremierOne client software installation process
5. Install, configure and test interfaces.

3.3.1.2 Customer Responsibilities

1. Certify that installation environment, workstations, and mobile computers are available and meet agreed upon specifications.
2. Ensure connectivity to external interfaces is available for configuration and testing.
3. Install client application software on the balance of mobile devices and workstations beyond those installed by Motorola. The timing of the wider rollout of the client application is at the discretion of the Customer but should wait until client configuration changes are made.

3.3.1.3 Motorola Deliverable

Title	Description	Format
Installation Verification	Testing results and documentation that verifies the system is installed and functional.	Microsoft Word document

3.3.2 System Configuration

The objective of this activity is to configure the system at the Customer site. At this point, the installed system has been tested and the physical installation and connectivity within the Customer environment has been validated. In this step, any updates are applied to the geofile. The output of the activity will be a configured customer system, inclusive of hardware, interfaces and software in the install environment at the Customer site. During this activity, subtasks include but are not limited to:

- Interfaces and Queries by Motorola. Final configurations of external interfaces and queries.
- Features configuration by Customer. With Motorola, work on final feature configuration
- Geofile updates by Customer. Customer supplies updated geofile(s)



3.3.2.1 Motorola Responsibilities

1. Provide the technical services to complete and support the tasks outlined above.
1. Configure and test external interfaces.
2. Work with the Customer to conduct initial provisioning of the available features of the system.
 - A. Work with the Customer to configure available features of the system.
 - B. Provide up to twenty-four (24) hours of telephone support over a thirty calendar day period in support of Customer’s efforts to develop interfaces using Motorola’s PremierOne API (as listed in the Technical Requirements section).

3.3.2.2 Customer Responsibilities

1. Customer completes the configuration of the configurable system features.
2. Provide and install an updated geofile with Motorola assistance to learn the upload process.

3.3.2.3 Motorola Deliverable

Title	Description	Format
Verification of System Readiness	Testing results and documentation that verifies interfaces have been validated and Motorola demonstrates that they perform in accordance with the IRD or query specification.	Microsoft Word document

3.3.2.4 PremierOne API

Motorola will provide an Application Programming Interface (“API”) to enable Customer to establish an interface between PremierOne and third party systems as listed in the Technical Requirements Document. Motorola has included 24 hours remote support services to the Customer in support of their use of the API. Customer and/or Customer’s Vendor will develop the interfaces in accordance with Motorola’s PremierOne™ Records API.

Assumptions

1. Motorola will provide Customer with the PremierOne™ Records Application Programming Interface (API) license agreement. If Customer utilizes a third party vendor to work with Motorola’s API, Customer will distribute and obtain a signed copy of PremierOne™ Records API License agreement prior to Motorola providing service.
2. Customer will act as liaison between Motorola and Customer’s third-party vendor.
3. Customer or Customer’s vendor will have a knowledge and understanding of software development, in particular TCP/IP or socket programming using a high level programming language such as C, C++.
4. Motorola is not providing any modifications to PremierOne Records or Client application software as part of this scope of work.
5. Motorola will provide up to twenty four (24) hours of remote telephone support over a thirty (30) calendar days period.

6. Motorola assumes no responsibility for training, installation, configuration, on-going support or warranty of the existing Brazos solution.
7. Motorola assumes no responsibility for issues arising from lack of engagement of Customer and/or vendor resources to perform work related to the interface, or troubleshooting any issues on the vendor's system.
8. Motorola is not providing any hardware that may be required of the third party to interface to PremierOne.
9. All Motorola remote support will be conducted during Motorola's normal business hours of Monday through Friday 8:00 am to 5:00 pm (MDT) unless otherwise agreed to.

3.3.2.5 Motorola Responsibilities

1. Provide Customer with the name and contact information of the Motorola resource that will be providing the remote telephone support.
2. Provide Customer with the PremierOne Software API license agreement.
3. Upon receipt of the executed API License Agreement, provide Motorola's PremierOne API to Customer.
4. Provide up to twenty four (24) hours of remote telephone support over a thirty (30) calendar days period. Note the 30 calendar day support period commences upon Customer being provided with the name and contact number of the Motorola support resource.
5. Configure the Customer's PremierOne to establish the interfaces.

3.3.2.6 Customer Responsibilities

1. Provide Motorola with executed API License Agreement(s).
2. Provide remote access to PremierOne for interface configuration tasks.
3. Contact Motorola during normal business hours Monday through Friday 8:00 am to 5:00 p.m. Mountain Standard Time to obtain remote API support.
4. Develop and test the interfaces.

3.3.2.7 Completion Criteria

Work will be considered complete at the conclusion of the thirty (30) calendar days API support period.

3.3.3 Records Advanced Configuration Tool

The Advanced Configuration Tool ("ACT") provides a graphical interface for customizing Motorola Documents ("MD"). The ACT is a data entry editor that presents standardized data in a document) for PremierOne Records. Using ACT, you can design the navigation flow for modules, and configure application components, such as adding new modules, modify an existing MD and configure Fields for indexing.

3.3.3.1 Motorola Responsibilities

1. In preparation for ACT training, the Customer through the ACT installation/configuration process.



2. Provide ACT Training as per the training plan.
3. Provide up to twenty-four (24) hours of remote assistance over a thirty (30) calendar day period to the Customer in support of Customer's efforts to modify PremierOne Records using the ACT tool.
4. Provide the Customer with the contact information of the Motorola resource who will be providing the thirty (30) calendar day remote support.

3.3.3.2 Customer Responsibilities

1. Install/configure the ACT tool.
2. Attend the ACT training.
3. Modify PremierOne Records, per the abilities of PremierOne ACT in accordance with ACT documentation.
4. Contact Motorola for assistance as needed during the 30-day assistance period.

3.3.3.3 Completion Criteria

Work shall be considered complete upon the expiration of the thirty (30) day assistance period, or after providing twenty-four (24) hours of remote consultation, whichever occurs first.

3.3.4 Legacy Data Query Access (PremierOne Query Services)

Any legacy data not converted into the PremierOne system can be accessed via a reporting data warehouse (RDW). Using PremierOne query services, the Customer will have the ability to query against their legacy transactional report data without the time consuming and costly process of converting the data into the new systems. The data will be imported into a reporting database warehouse (RDW). Motorola will develop a predefined number of queries to query against and report on RDW data.

Motorola will perform a onetime import of legacy data from the Customer's systems into the RDW. Staging the data in the RDW this way will provide benefits to the Customer including:

- Unified reporting across both the legacy and current CAD and RMS data
- Improve data-mining capabilities thereby allowing for the detection of patterns and trends in the data useful to law enforcement.

3.3.4.1 Motorola Responsibilities

1. Transfer the legacy data to a SQL database located on the PremierOne database servers.
2. Develop up to ten queries to the SQL database using the PremierOne query service.

3.3.4.2 Customer Responsibilities

1. Provide Motorola access to the legacy CAD and Records data.
2. Prior to transfer of data to the RDW, perform any cleanup or removal of duplicate records data.
3. Assist with testing of the queries of the legacy data.

3.3.4.3 Completion Criteria

Work shall be considered complete upon the successful return of queried legacy data from the RDW.

3.4 TRAINING

The objective of this task is to prepare for and deliver instructor-led classroom training to the Customer. Before conducting any training, Motorola will provide a training plan.

Prior to the start of training, the Customer will designate a Customer Training Representative. This individual must be familiar with the Customer's operations and must attend each Motorola educational course. Motorola trainers will rely on this representative as the one point of contact for Motorola staff when policy and procedural questions arise, act as course facilitator, and act as the Customer's educational monitor.

The proposed courses are listed below:

Table 3-1. Training Course Table

Course Module	Maximum No. Attendees Per Class	Number of Classes Included	Total Users Trained	Location	Not To Exceed (hours) per Class
PremierOne Records System Administrator Training	6	1	6	Customer	3
PremierOne Records Pre-provisioning	25	1	25	Customer	24
PremierOne Records Provisioning Training	6	1	6	Customer	48
PremierOne Records Provisioning Verification	8	1	8	Customer	24
PremierOne Records Train-the-Trainer	12	1	12	Customer	40
PremierOne Records Advanced Configuration Tool (ACT) Training	4	1	4	Customer	24
Ad Hoc Report Builder Training in PremierOne for Records	4	1	4	Customer	24

3.4.1.1 Motorola Responsibilities

1. Conduct the contracted training as presented in the training plan attachment.

3.4.1.2 Customer Responsibilities

1. Supply a suitably configured classroom, with a workstation for the instructor and at least one workstation for every two students.



2. Designate a training representative who will work with the Motorola trainer in the development and delivery of training.

3.4.2 Deliverables

Title	Description	Format
Training Plan	Documents the plans to train end users and administrative/technical users of the products.	Microsoft Word document
Training Schedule	The time sequence of training tasks.	Microsoft Project document
Classroom Training Materials	Any electronic or hard-copy resource materials used during training.	Microsoft Word document
Training Evaluation Form	A form to be filled out by students to provide feedback on the efficacy of the training curriculum.	Microsoft Word document
Attendance Rosters	A record of the attendance of individual students at a training event.	Microsoft Word document, with student-completed fields
Training Completion	A document stating that training has been completed.	Microsoft Word document

3.5 SYSTEM TESTING

Testing services will be provided to confirm that the delivered PremierOne system is in compliance with Motorola's proposal response and the contract requirements.

3.5.1 Project Test Plan

The objective of this series of tasks is to develop an overall plan for the test activities that will be conducted during the Customer project. This plan will cover the following types of testing activities:

1. Functional Acceptance Testing
2. Interface /Integration Testing
3. 30-Day Reliability Test Period

The test plan will describe the scope and objectives of each type of test. It will also describe the techniques that will be used during each type of test.

3.5.1.1 Motorola Responsibilities

1. Develop the Project Test Plan
2. Deliver and review the Project Test Plan with the Customer.

3.5.1.2 Customer Responsibilities

1. Provide input during the development of the overall test plan.
2. Review the Project Test Plan and notify the Motorola Project Manager of any items that require discussion.

3.5.1.3 Motorola Deliverable

Title	Description	Format
Project Test Plan	A document describing the types of testing that will be conducted, their scope and objectives, and the techniques that will be used during each type of test.	Microsoft Word document

3.5.2 Functional Acceptance Testing

The objective of functional acceptance testing is to test each function of the system to ensure that it is performing according to the contracted requirements. Functional acceptance testing is conducted on PremierOne Records following the conclusion of Train the Trainer training.

3.5.2.1 Motorola Responsibilities

1. Conduct functional acceptance testing according to the approved test plan.

3.5.2.2 Customer Responsibilities

1. Provide input during the development of the functional test plan and test scripts
2. Witness the functional acceptance testing and acknowledge its successful completion.
3. Participate in the documentation of items that fail testing and note the remediation action

3.5.2.3 Completion Criteria

Work shall be considered complete upon conclusion of Functional Acceptance testing and mutual agreement on the remediation of any documented items.

3.5.3 Interface/Integration Testing

The objective of Interface functional testing is to ensure that the installed interfaces perform according to the IRD requirements. Note that interfaces that cannot be tested due to connectivity issues to external systems or the unavailability of third party vendors will be tested to the degree the PremierOne functionality can be demonstrated and considered successful upon that demonstration.

3.5.3.1 Motorola Responsibilities

1. Conduct interface functional testing according to the approved test plan.

3.5.3.2 Customer Responsibilities

1. Provide access to or a resource with access to the interfacing system to validate functionality.
2. Witness the execution of the test and provide validation of success.



3.5.3.3 Completion Criteria

Work shall be considered complete upon conclusion of Interface Functional testing and demonstration that each interface performs in accordance with the IRD.

3.6 LIVE CUT

The objective of this task is to transition operations from the legacy system to the PremierOne system.

Following the conclusion of Functional Acceptance Testing, Motorola will work collaboratively with the Customer to develop a production move/cutover plan. This plan will include tasks that need to be performed leading up to and following the actual cutover from Customer's legacy system to the PremierOne system.

The cutover plan will also identify the process that may be used in the event that operations need to fall-back to the legacy system.

The transition to production will be conducted according to the agreed cutover plan on a date and time mutually determined by the Customer and Motorola. The timing of this event shall be such that it represents the typical low activity level at a time that is mutually agreeable between Customer and Motorola. The outcome of this activity is the beginning of productive use of the new system, and the beginning of a thirty (30) calendar day Reliability test period.

3.6.1.1 Motorola Responsibilities

1. Facilitate meetings with Customer staff to identify cutover solutions and formulate the cutover plan.

3.6.1.2 Customer Responsibilities

1. Arrange for the participation of appropriate technical and operational staff in cutover planning meetings.
2. Provide appropriate staff to perform production cutover activities.

3.6.1.3 Deliverables

Title	Description	Format
Go Live Briefing	A formal presentation to client stakeholders briefing them on plans for transitioning a product to production status.	Presentation
Production Move	The transition of Customer's dispatch/law records management/mobile computing operations to the PremierOne system	Operational System

3.6.2 30-Day Reliability Test

The Reliability Period will commence upon initiation of the first incident in a production mode (Live Cut). During the 30 calendar day reliability test period, the system will be available for thirty (30) consecutive calendar days without interruption by Severity Level 1 or 2 Residual Error. If the system becomes unavailable due to a severity level 1, the test will be stopped and upon correction of the error, the test will be restarted. If the system encounters a Severity 2 level during the 30 day test, the test will be stopped and the error corrected. If the error is corrected with a configuration change, the test will be started at the point it was stopped. However if the error requires a code change or software fix to correct, the test will be restarted from the beginning.

During the Reliability Period, the Customer shall maintain a log of system problems or desired changes and work with Motorola in correcting such problems according to the terms of the Maintenance and Support Agreement. The Customer shall immediately notify Motorola by telephone if the system becomes unavailable. Upon successful completion of the 30-day reliability test period Motorola and the City shall certify that the system reliability test period has been completed.

3.6.2.1 Motorola Responsibilities

1. Track and respond to Customer identified errors or anomalies reported during the testing period.
2. In the event a critical priority software error occurs, work continuously to resolve the problem.

3.6.2.2 Customer Responsibilities

1. Immediately notify Motorola if the system becomes unavailable due to a Severity
2. Notify Motorola of other anomalies or errors discovered during testing period.

3.7 SYSTEM COMPLETION

Following the Reliability Test Period, the system is deemed complete and the completion milestone will be acknowledged by both Motorola and Customer. As the final act of system completion the system will transition into the support phase of the contract per the terms and conditions of the Maintenance and Support Agreement.

3.7.1.1 Motorola Deliverables

Title	Description	Format
System Completion Certificate/Final System Acceptance	Documented completion of all test activities and acknowledgment by Motorola and the Customer that the project is complete.	Microsoft Word document

3.8 PROJECT CLOSURE – TRANSITION TO SUPPORT

The objective of this task is to formally close the implementation project and introduce the Customer to Motorola's Support organization.

3.8.1.1 Motorola Responsibilities

1. Initiate the Customer Support Handover document and provide it to the Customer.



2. Upon receipt of the completed Customer Support Handover document from the Customer, schedule the support handover meeting with the Customer and the Customer Support Manager (CSM).

3.8.1.2 Customer Responsibilities

1. Provide information, as required, to complete the Customer Handover document.
2. Participate in the Customer Support Handover meeting.

3.8.1.3 Deliverables

Title	Description	Format
Customer Support Handover document	A document that records the installed systems and interfaces, Customer contact information, information required to access the Customer's system when support is required.	Microsoft Word document



SECTION 4

PERFORMANCE SCHEDULE

The following pages provide a draft Performance Schedule.

The Duration column shows the approximate window during which the task is to occur. The activity will not necessarily occupy the entire Duration shown.

After contract signing the Motorola PM will collaborate with the Customer PM to finalize the project schedule and identify the project start date and project milestones. Task order and timeframes can and will be modified throughout the project to meet expected customer milestones.

Name	Start	Finish	2015				2016			
			Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul
NaplesFL PremierOne Records Deployment Project	10/7/2015	8/23/2016								
Contract Signing (assumes 1/1/16)	10/7/2015	10/7/2015								
Overall Project Activities	10/21/2015	8/19/2016								
Project Administration	11/4/2015	8/19/2016								
Program Management	11/4/2015	8/19/2016								
Monthly Status Meetings (Remote/Telephone Conference)	12/18/2015	8/11/2016								
Project Kickoff	10/21/2015	11/24/2015								
Contract Review	10/21/2015	11/3/2015								
PreSale/PostSale Transition Meeting (Remote)	11/4/2015	11/9/2015								
Customer Kickoff	11/24/2015	11/24/2015								
Customer Design Review	11/30/2015	12/9/2015								
Prepare for CDR	11/30/2015	12/1/2015								
Review Detailed Functionality Document	12/2/2015	12/3/2015								
Review Contracted Interfaces/High Level Functional Requirements	12/3/2015	12/3/2015								
Infrastructure Planning/BOM Review/Site Survey	12/4/2015	12/8/2015								
Review/Update Project Schedule/Cutover Plan Docs	12/9/2015	12/9/2015								
Interface Requirements Gathering/IRD Development	12/4/2015	12/17/2015								
Update Standard IRDs	12/4/2015	12/17/2015								
Preprovisioning Workshop	1/12/2016	1/22/2016								
Preprovisioning Prep	1/12/2016	1/13/2016								
Pre-provisioning Workshop	1/19/2016	1/22/2016								
Legacy VisionAir Access	1/6/2016	2/24/2016								
Custom Queries	1/6/2016	2/17/2016								
Query to Legacy VisionAir RMS	1/6/2016	2/17/2016								
Reports (Records)	2/18/2016	2/24/2016								
Test Reports	2/18/2016	2/24/2016								
Site Installation Activities										
Virtual Solution Support	3/10/2016	4/11/2016								
Motorola Support of Virtual Solution	3/10/2016	3/21/2016								
Records Interface Installation/Configuration/Test	3/22/2016	3/31/2016								
Prep for IF Configuration/Test	3/22/2016	3/23/2016								
State/NCIC	3/23/2016	3/24/2016								
Spectracomm Netdock	3/24/2016	3/29/2016								
Collier P1CAD	3/30/2016	3/31/2016								
Records Interface ATPs	4/1/2016	4/11/2016								
Build Interface ATP	4/1/2016	4/6/2016								
Conduct Interface ATP	4/7/2016	4/11/2016								
Client Installation	4/1/2016	4/25/2016								
P1 Records Client Installation on 5 Workstations	4/1/2016	4/1/2016								
RMS Functional ATP	4/4/2016	4/25/2016								
Create/Modify Records Acceptance Test Plan	4/4/2016	4/25/2016								
P1 Records Training	12/28/2015	8/9/2016								

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Name	Start	Finish	2015				2016												
			Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul									
Records Provisioning training	4/4/2016	5/6/2016																	
Prep for Provisioning Training	4/4/2016	4/5/2016																	
Provisioning Training Class Week 1	4/11/2016	4/13/2016																	
Prep for Provisioning Training	4/14/2016	4/19/2016																	
Provisioning Training Class Week 2	4/20/2016	4/22/2016																	
Client Configures PremierOne Data Bases	4/25/2016	5/6/2016																	
Provisioning Verification Workshop	5/9/2016	5/20/2016																	
Provisioning Verification Workshop Prep	5/9/2016	5/10/2016																	
Provisioning Verification Workshop	5/10/2016	5/20/2016																	
Records Train-the-Trainer	6/21/2016	8/1/2016																	
Train the Trainer Prep	6/21/2016	6/23/2016																	
Train the Trainer (1 Session)	6/27/2016	7/1/2016																	
Records TTT Complete	7/1/2016	7/1/2016																	
Functional Acceptance Test	7/5/2016	7/7/2016																	
PM Creates Cutover Plan	7/5/2016	7/5/2016																	
Customer Trains Users	7/5/2016	7/27/2016																	
Customer Testing Period 30 days	7/5/2016	8/1/2016																	
Records System Administration/Reporting Training	7/28/2016	8/9/2016																	
System Admin Training Prep	7/28/2016	7/29/2016																	
System Admin Class	7/29/2016	8/4/2016																	
SSRS Adhoc Report Training (1 Session)	8/5/2016	8/9/2016																	
Records Advance Configuration Tool	12/28/2015	1/20/2016																	
Prep for Training	12/28/2015	12/29/2015																	
Advanced Config Tool Training	12/29/2015	1/8/2016																	
Client Configures PremierOne Data Bases	1/11/2016	1/20/2016																	
Records System Live Cut	8/10/2016	8/23/2016																	
Pre-Live Support/Testing	8/10/2016	8/15/2016																	
Live-Cut Support	8/16/2016	8/18/2016																	
System Live/System Acceptance	8/19/2016	8/23/2016																	
Project Complete	8/23/2016	8/23/2016																	

SECTION 5

PRICING

5.1 PROPOSAL PRICE SUMMARY

Motorola Application Software	\$124,148	
Motorola Interface Fees	\$18,000	
Implementation/Installation	\$531,235	
Subtotal		\$673,383
LESS: Large System Discount		(\$203,433)
Grand Total		\$469,950

Motorola pricing is based on a complete system solution. The addition or deletion of any component(s) may subject the total system price to modifications.

5.2 PROPOSAL EQUIPMENT LIST AND DETAIL PRICING

Category	Name	-----Qty-----	Total
Premier One Mobile Software			\$44,250
	<i>PremierOne Mobile Client API</i>	1	
PremierOne Records Software			\$79,898
	<i>PremierOne Records Tier 3 Server License (1 to 50 users)</i>	1	
	<i>PremierOne Records Client Concurrent User License</i>	15	
	<i>PremierOne Mobile Records Client License</i>	30	
	<i>Advanced Configuration Tool</i>	1	
	<i>PremierOne Records Reporting Service Server License</i>	1	
Motorola-Interfaces			\$18,000
	<i>State TAR</i>	1	
	<i>State UCR</i>	1	
Implementation/Installation			\$531,235
System Subtotal			\$673,383
LESS: Large System Discount			(\$203,433)
Grand Total			\$469,950

5.3 PROPOSAL MAINTENANCE SUMMARY

YEAR 2 MAINTENANCE SUMMARY

Motorola Software Maintenance	Annual Amount
OPTIONAL: Multi-year Discount	\$36,938
Total Maintenance	(\$739)
	\$36,199

Standard Maintenance Summary	
Year 1	Warranty
Year 2	\$36,199
Year 3	\$38,009
Year 4	\$39,910
Year 5	\$41,905

Note: Maintenance pricing is based on 2015 rates, subject to then current rates upon commencement. Changes to configuration or count will result in a change to maintenance pricing.

Maintenance for Third Party products is subject to change based on prices quoted from the partners for first year of maintenance.

SECTION 6

PSA PRODUCTS AGREEMENT

The PSA Products Agreement is on the following pages.

Products Agreement

Motorola Solutions, Inc. ("Motorola"), and the City of Naples, FL ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	Motorola's Proposal dated September 30, 2015
B-1	"Pricing" dated September 30, 2015
B-2	"Statement of Work" dated September 30, 2015
Exhibit C	"Payment Schedule" (if applicable)

Section 2 DEFINITIONS

- 2.1. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.2. "Contract Price" means the price for the Products, excluding applicable sales or similar taxes and freight charges.
- 2.3. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.4. "Equipment" means the equipment listed in the List of Products that Customer purchases from Motorola under this Agreement.
- 2.5. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.6. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.7. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.8. "Non-Motorola Software" means Software that another party owns.
- 2.9. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.
- 2.10. "Products" mean the Equipment and Software provided by Motorola under this Agreement.
- 2.11. "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 Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
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2.12. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Products.

2.13. "Specifications" means the functionality and performance requirements described in the Technical and Implementation Documents and any published descriptions of the Products.

2.14. "Warranty Period" means one (1) year from the date of Acceptance of the Products.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** During the Term of this Agreement, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within twenty (20) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software

source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Motorola which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

If this Agreement includes the performance of services, the Statement of Work will describe the performance schedule.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is ~~\$469,950.00~~. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **TITLE, AND RISK OF LOSS; INVOICING AND SHIPPING.** . Title and Risk of Loss to the Equipment will pass to Customer upon receipt. Title to Software will not pass to Customer at any time Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.2. **INVOICING AND PAYMENT.** Unless otherwise set forth in a Payment Schedule attached as Exhibit C, Motorola will submit invoices to Customer for Products when they are shipped and for services, if applicable, when they are performed. Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800.

INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

City of Naples Police Department
355 Riverside Circle
Naples, FL 34102

The city which is the ultimate destination where the Equipment will be delivered to Customer is:

City of Naples Police Department
355 Riverside Circle
Naples, FL 34102

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The Equipment will be shipped to the Customer at the following address (insert if this information is known):

City of Naples Police Department
355 Riverside Circle
Naples, FL 34102

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. **SITE CONDITIONS.** If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

8.2. **Motorola Software Warranty.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. **TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.**

8.3. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.



8.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

8.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the Products are delivered.

10.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the Products are delivered. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

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10.5. **CONFIDENTIALITY.** All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 11 DEFAULT AND TERMINATION

If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

Section 12 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

12.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Product and grant Customer a credit for the Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Product; (c) Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Product.

12.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to

provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **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, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. 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.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

During the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will: 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; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is 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.

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 15 GENERAL

15.1. TAXES. The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is

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required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. ASSIGNABILITY AND SUBCONTRACTING. 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. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement. Customer will be notified by Motorola of any subcontractor.

15.3 WAIVER. Failure or delay by either Party to exercise any right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. HEADINGS AND SECTION REFERENCES; CONSTRUCTION. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

15.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Customer

Attn: _____

email: _____

Motorola Solutions, Inc.

Attn: Judy Jean-Pierre
Legal, Government Affairs & Corporate Communications
1303 E. Algonquin Road, IL01, 10th Floor
Schaumburg, IL 60196
email: Judy.Jean-Pierre@motorolasolutions.com

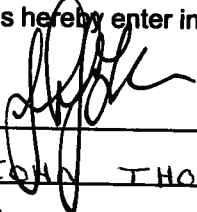
15.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System.

15.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.


15.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software), Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights; and all of the General terms in this Section 15.

The Parties hereby enter into this Agreement as of the Effective Date.

Seller

By: 
Name: JOHN THOMPSON
Title: MSSSI VICE PRESIDENT
Date: 9/30/15

Customer

By: 
Name: A. William Mos
Title: City Manager
Date: 10-8-15

September 30, 2015



Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and the City of City of Naples, FL ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

- 1.1 "Designated Products" means products provided by Motorola or other suppliers to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" refers to the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

- 3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.
- 3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses

governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to one other device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. The license for Cityworks or Customer Service Request Software is for the use of the Software with the Designated System or for the specified number of Concurrent Users for which it was provided, the purpose for which it was designed and only for the application specific use covered by this Agreement, or the Primary Agreement. This license does not allow access to the Software through other Designated Systems except as specifically permitted. "Concurrent User" means the maximum number of concurrent connections to Software authorized by this Agreement or the Primary Agreement at any one instance in time. "Designated System" means the computer hardware and operating system configuration specified in the Primary Agreement for which the Software is licensed for use. Additional Designated

System licenses are required for communication with additional instances of a database or additional databases.

4.6. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows,

has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

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Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



Exhibit B
Motorola's Proposal dated July 27, 2015

- | | | |
|-----|---------------------|---------------|
| B-1 | "Pricing" | See Section 5 |
| B-2 | "Statement of Work" | See Section 3 |

September 30, 2015

6-16 *PSA Products Agreement*

City of Naples, FL
PremierOne Records System
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Motorola Solutions



Exhibit C
Payment Schedule

<u>Payment Milestone</u>	<u>Payment</u>
1.) Execution of Contract	20%
2.) Completion of the Site Readiness Review and Delivery of the Interface Requirement documents	20%
3.) Delivery of applicable System Hardware and Application Software to Customer Site	50%
4.) Final System Acceptance	10%

