



City of Gahanna

200 South Hamilton
Road
Gahanna, Ohio 43230

Signature

Ordinance: ORD-0022-2023

File Number: ORD-0022-2023

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF PORTABLE RADIOS AND FIRMWARE UPGRADES FROM MOTOROLA SOLUTIONS PURSUANT TO STATE TERM CONTRACT

WHEREAS, the City's portable radio assets (Police, Parks, and Service) are within a 7-8-year lifecycle management plan; and

WHEREAS, the current inventory of portable radio assets is between 8-11 years old and have exceeded or are approaching end of life; and

WHEREAS, the State of Ohio's Multi-Agency Radio Communications System (MARCS), of which the City is a subscriber, has mandated additional firmware requirements within each radio by 2025; and

WHEREAS, the Department of Public Safety recommends expenditure of \$557,284 with Motorola Solutions in accordance with the terms of Ohio State Term Schedule Contract (Index: STS073; Contract Number: 573077-0); and

WHEREAS, funding for this project is within the 2023 budget approved for the Division and requires no supplemental funding.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GAHANNA, COUNTY OF FRANKLIN, STATE OF OHIO:

Section 1. That the Council authorizes the expenditure of \$557,284 with Motorola Solutions, 13108 Collections Center Dr, Chicago, IL 60693 in accordance with the terms of the Ohio State Term Schedule Contract (Index: STS073; Contract Number: 573077-0) for the replacement and upgrade of the City's portable radio inventory pursuant to the quotes attached hereto as EXHIBIT A and EXHIBIT B and made a part herein.

Section 2. That funding is available and has been set aside in the 2023 Budget Appropriations to cover the herein costs.

Section 3. That this Ordinance shall be in full force and effect upon passage by this Council and 30 days after date of signature of approval by the Mayor.

At a meeting of the City Council on May 1, 2023, a motion was made by Schnetzer, seconded by Weaver, that this Ordinance be Adopted. The vote was as follows:

Ms. Angelou, yes; Ms. Bowers, yes; Ms. McGregor, yes; Ms. Padova, yes;
Mr. Renner, yes; Mr. Schnetzer, yes; Mr. Weaver, yes.

President


Stephen A. Renner

Date

05/01/2023

Attest by Jeremy A. VanMeter
Jeremy A. VanMeter
Clerk of Council

Date 5-1-2023

Approved by the Mayor Laurie A. Jadwin
Laurie A. Jadwin

Date 5.1.2023

Approved as to Form Raymond J. Mularski
Raymond J. Mularski
City Attorney

Date 5-1-2023



Billing Address:
GAHANNA POLICE DIV, CITY
OF
460 ROCKY FORK BLVD
GAHANNA, OH 43230
US

Shipping Address:
GAHANNA POLICE DIV, CITY
OF
460 ROCKY FORK BLVD
GAHANNA, OH 43230
US

Quote Date:03/31/2023
Expiration Date:05/30/2023
Quote Created By:
Ben Weber
bweber@bandcomm.com

End Customer:
GAHANNA POLICE DIVISION, CITY OF
CHIEF JEFF SPENCE
jeff.spence@gahanna.gov
STS Contract 573077-0

Contract: 21336 - OHIO, STATE OF
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	77		\$5,014.00	\$3,660.22	\$281,836.94
1a	QA08853AA	ADD: CPS ENABLEMENT*	77		\$0.00	\$0.00	\$0.00
1b	QA08909AA	DEL: DELETE LTE	77		-\$500.00	-\$365.00	-\$28,105.00
1c	BD00001AA	ADD: CORE BUNDLE	77		\$3,106.00	\$2,267.38	\$174,588.26
1d	H499KC	ENH: SUBMERSIBLE (DELTA T)	77		Included	Included	Included
1e	H38DA	ADD: SMARTZONE OPERATION	77		Included	Included	Included
1f	Q173CA	ADD: SMARTZONE OMNILINK	77		Included	Included	Included
1g	Q361CD	ADD: P25 9600 BAUD TRUNKING	77		Included	Included	Included
1h	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	77		Included	Included	Included
1i	QA00580BA	ADD: TDMA OPERATION	77		Included	Included	Included



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1j	QA09001AM	ADD: WIFI CAPABILITY	77		Included	Included	Included
1k	QA03399AK	ADD: ENHANCED DATA	77		Included	Included	Included
1l	Q387CB	ADD: MULTICAST VOTING SCAN	77		Included	Included	Included
1m	QA09028AA	ADD: VIQI VC RADIO OPERATION	77		Included	Included	Included
1n	BD00010AA	ADD: SECURITY BUNDLE	77		\$1,023.00	\$746.79	\$57,502.83
1o	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	77		Included	Included	Included
1p	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	77		Included	Included	Included
1q	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	77		Included	Included	Included
1r	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	77		Included	Included	Included
2	LSV01S03060A	APX N70 DMS ESSENTIAL	77	3 YEARS	\$206.08	\$206.08	\$15,868.16
3	PSV01S03059A	APX NEXT PROVISIONING WITH CPS*	1		\$0.00	\$0.00	\$0.00
4	PMMN4142A	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XVP730 RSM	77		\$486.00	\$364.50	\$28,066.50
5	PMNN4816A	BATT IMPRES 2 LIION IP68 3200T	77		\$225.50	\$169.13	\$13,023.01
6	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	77		\$207.14	\$155.36	\$11,962.72

Grand Total
\$554,743.42(USD)
Notes:

- Additional information is required for one or more items on the quote for an order.



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 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

PO23000593

Motorola's quote (Quote Number: 2055583 Dated: 04/18/2023) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/msi/omterms>.

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

Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer **Laurie A. Jadwin** Digitally signed by Laurie A. Jadwin
DN: cn=Laurie A. Jadwin, c=US,
o=City of Gahanna, ou=Mayor,
email=mayor@gahanna.gov
Date: 2023.05.03 15:42:08 -0400

By: _____
Name: Laurie A. Jadwin
Title: Mayor
Date: 05/03/2023

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.



Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new



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software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, *via* secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services (“DMS”) packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions’ cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a “peek-in” device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning (“TKP”), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70’s faster provisioning process.



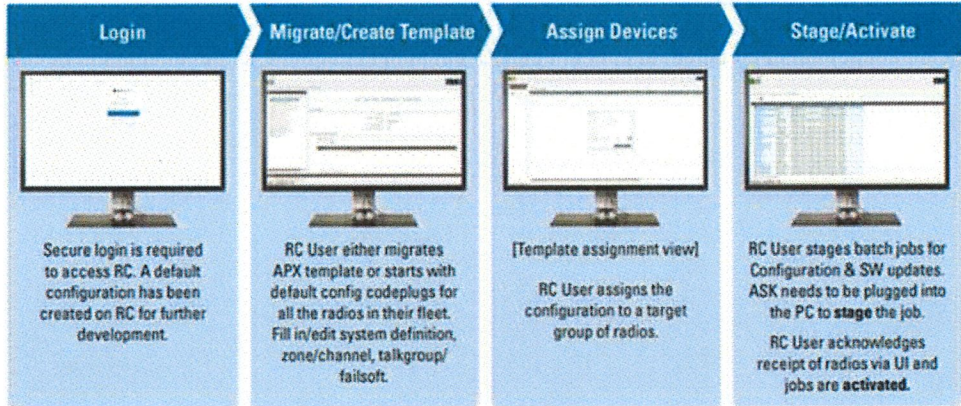


Figure 1: APX N70 Provisioning via Radio Central



APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.



- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DEVICE TECHNICAL SUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may



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contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.



MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



ORD-0022-2023
EXHIBIT B

QUOTE-2113574

Billing Address:
GAHANNA POLICE DIV, CITY
OF
460 ROCKY FORK BLVD
GAHANNA, OH 43230
US

Shipping Address:
GAHANNA POLICE DIV, CITY
OF
460 ROCKY FORK BLVD
GAHANNA, OH 43230
US

Quote Date:03/31/2023
Expiration Date:05/30/2023
Quote Created By:
Ben Weber
bweber@bandccomm.com

End Customer:
GAHANNA POLICE DIVISION, CITY OF
CHIEF JEFF SPENCE
jeff.spence@gahanna.gov
STS Contract 573077-0

Contract: 21336 - OHIO, STATE OF
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	FLASHport Series	APX6000FLASHPORT				
1	T7664A	DIGITAL SMARTZONE*	1	\$127.00	\$127.00	\$2,540.00
1a	QA01767AV	ADD: P25 LINK LAYER AUTHENTICATION	20			
Grand Total					\$2,540.00(USD)	

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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