



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/11/2010		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): <b>Amy Powell X7342</b>				
<b>CAPTION</b>				
To approve a contract for the purchase of an annual maintenance agreement between Scientel Wireless, LLC and the City of Plano in the amount of \$500,000, through an existing contract with the Houston-Galveston Area Council, and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. CW10-09)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2010-11</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	800,000	0	<b>800,000</b>
Encumbered/Expended Amount	0		0	
This Item	0	-500,000	0	<b>-500,000</b>
BALANCE	0	300,000	0	300,000
<b>FUND(S):     TECHNOLOGY SERVICES FUND (66.394)</b>				
<b>COMMENTS:</b> Funds are included in the 2010-11 Wireless Support budget for maintenance contracts that support the hardware required to operate the City's mesh devices. This item, in the amount \$500,000, covers the maintenance period of November 1, 2010 through October 31, 2011. The remaining balance will be used throughout the year for other maintenance agreements.				
<b>STRATEGIC PLAN GOAL:</b> Hardware maintenance contracts relate to the City's Goal of "Financially Strong City with Service Excellence".				
<b>SUMMARY OF ITEM</b>				
Technology Services recommends Council approve this expenditure, in the amount of \$500,000, for annual hardware maintenance with Scientel Wireless, LLC. This contract will allow for hardware maintenance and onsite support, two-hour call response and a four-hour site response to include manpower, equipment and expertise to support and maintain the mission critical mesh wireless infrastructure. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so, satisfies any State Law requiring local government to seek competitive bids for items. (HGAC Contract No. CW10-09)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Contract and Staff Memo				

# Interoffice Memo

Date: 9/21/10

To: David Stephens, Director Technology Services

Cc:

From: Chester M. Helt, Infrastructure Manager

RE: Scientel Wireless, LLC Maintenance – November 1, 2010 – October 31, 2011

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We are recommending that the attached maintenance contract for our annual mesh hardware maintenance be approved. This contract with Scientel will cover the maintenance for the hardware required to operate the mesh devices from November 1, 2010 through October 31, 2011. Once this contract is approved we will have hardware maintenance and onsite support, 2 hour call response and a 4 hour site response including manpower, equipment, and expertise to support and maintain the mission critical mesh wireless infrastructure. This network will be used by many of our departments (including public safety) to provide critical services for our citizens. As a part of the contract Scientel will monitor the network on 7/24 basis and will maintain the integrity and continuity for this critical infrastructure.

We recommend purchasing this maintenance for a total price of \$ 500,000.00 from Scientel Wireless LLC through their HGAC contract CW10-09.

**CONTRACT BY AND BETWEEN  
CITY OF PLANO AND SCIENTEL WIRELESS, LLC  
FOR WIRELESS INFRASTRUCTURE**

**THIS CONTRACT** is made and entered into by and between **SCIENTEL WIRELESS, LLC.**, whose address is 1007 Oak Creek Drive, Lombard, Illinois, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon execution of this Contract by the Plano City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.  
SCOPE OF SERVICES**

Contractor shall provide hardware maintenance and onsite support to maintain the mesh wireless infrastructure. These services shall be provided in accordance with this Contract and with The Houston-Galveston Area Council Contract No. HGAC CW 10-09, a copy of which is incorporated herein by reference in its entirety as if it were recited here verbatim and which is on file and available for inspection in the City of Plano Technology Services Department. This Contract consists of:

- (a) This Contract;
- (b) The Houston-Galveston Area Council Contract No. HGAC CW 10-09, on file with the City of Plano Technology Services Department;
- (c) Scientel's Statement of Work (Exhibit "A");
- (d) Insurance Requirements and Certificate of Insurance (Exhibit "B");and
- (e) Affidavit of No Prohibited Interest (Exhibit "C").

In the event there is a conflict in interpretation or terms, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

**II.  
PAYMENT**

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total compensation under this contract shall not exceed the sum of **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00)**.

### **III. TERM**

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30<sup>th</sup> of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

### **IV. DESCRIPTION OF SERVICES**

Contractor will provide the services described in the Contract Documents and Exhibit "A" attached hereto. At City's request, Contractor may also provide additional services under this Contract at Contractor's then-applicable rates for such services or goods under The Houston-Galveston Area Council Contract No. HGAC CW 10-09, or any additional contract addendums as executed by the Plano City Manager or his duly authorized designee.

### **V. CITY CONTACT**

If requested by Contractor, City will provide Contractor with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable City's personnel to maintain contact, as needed, with Contractor.

### **VI. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

### **VII. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in the Contract Documents. When Contractor performs service at City's location, City will provide Contractor, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. City will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Contractor may perform its Services. Unless otherwise stated in this Contract, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays.

**VIII.  
COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all directly applicable Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which affect the work. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.  
INDEMNIFICATION AND HOLD HARMLESS**

**THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT) OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

**IN ADDITION TO CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR 'S OPINION IS LIKELY TO OCCUR, CONTRACTOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR THE CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT THE CITY A REIMBURSEMENT FOR THE PRODUCT. CONTRACTOR WILL**

**PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.**

**THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PARTY. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, THE CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND THE CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. THE CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.**

**THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR PURSUANT TO PARAGRAPH 3 IN THE HEREIN INDEMNIFICATION SECTION.**

#### **X. VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

#### **XI. ASSIGNMENT AND SUBLETTING**

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract and that this Contract shall not be assigned without the prior written consent of City, except for assignments to a Contractor affiliate. An assignment of this Contract with the consent of the City or to an affiliate of Contractor is conditioned on the assignee agreeing to be bound by the terms of this Contract. Contractor may subcontract any portion of its performance under this Contract. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. In the event any additional or different subcontractors are required or requested by City, or in the event City rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable cause. Any resultant change in contract price and/or schedule shall be mutually agreed upon.

#### **XII. INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees,

contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

**XIII.  
INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the Contract insurance coverage as set forth in Exhibit "B" including the City as a named insured.

**XIV.  
FORCE MAJEURE**

Neither party is liable for delays or lack of performance resulting from any causes beyond the reasonable control of a party including acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in the City.

**XV.  
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents Contractor is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "C."

**XVI.  
TERMINATION FOR CAUSE**

If either party defaults in the performance of this Contract, the other party will give to the non-performing party a written and detailed notice of the default. If City is the defaulting party, it will have thirty (30) days to provide a written plan to cure the default that is acceptable to Contractor and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement a cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Contract effective upon giving a written notice of termination to the defaulting party.

Any termination of this Contract will not relieve either party of obligations previously incurred pursuant to this Contract, including payments which may be due and owing at the time of termination. All sums owed and not in dispute by City will become due and payable immediately upon termination of this Contract. Upon the effective date of termination, Contractor will have no further obligation to provide Services.

**XVII.  
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XVIII.  
TERMINATION FOR CONVENIENCE**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least sixty (60) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the expiration of the 60-day period.

If Contractor provides Services after the termination or expiration of this Contract, the terms and conditions in effect at the time of the termination or expiration will apply to those Services.

**XIX.  
PROPRIETARY INFORMATION; CONFIDENTIALITY;  
INTELLECTUAL PROPERTY RIGHTS**

To the extent permitted by law, any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to City under this Contract will remain Contractor's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Contractor's request. City may not disclose, without Contractor's written permission or as required by law, any such information, or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Contract. The obligations set forth in this Section will survive the expiration or termination of this Contract.

**XX.  
MAILING OF NOTICES**

Unless instructed otherwise in writing, Contractor agrees that all notices or communications to City permitted or required under this Contract shall be addressed to City at the following address:

City of Plano  
Technology Services  
P.O. Box 860358  
Plano, Texas 75086-0358  
Attn: David Stephens

City agrees that all notices or communications to Contractor permitted or required under this Contract shall be addressed to Contractor at the following address:

Scientel Wireless, LLC  
1007 Oak Creek Drive  
Lombard, Illinois 60148  
Attn: \_\_\_\_\_

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

### **XXI. ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

City agrees to reference this Contract and The Houston-Galveston Area Council Contract No. HGAC CW 10-09, on any purchase order issued in furtherance of this Contract, however, an omission of the reference to this Contract shall not affect its applicability. In no event shall either party be bound by any terms contained in a City purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Contract; (ii) clearly indicate the intention of both parties to override and modify this Contract; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

### **XXII. AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

### **XXIII. SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XXIV.  
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below.

**SCIENTEL WIRELESS, LLC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF PLANO, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas H. Muehlenbeck  
CITY MANAGER

APPROVED AS TO FORM

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



Proprietary Information  
**CITY OF PLANO**

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# **MOTOMESH MAINTENANCE & SUPPORT PLAN**

Submitted to

**David Stephens  
City of Plano, TX**



**August 25, 2010**

Scientel Wireless, LLC  
Lombard Office  
1007 Oak Creek Drive  
Lombard, Illinois 60148  
Tel: 630-652-3800  
Fax: 630-652-3805

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## 1. INTRODUCTION

- 1.1. The project involves the inspection, maintenance and support of the City of Plano's Wireless Mobile Broadband Network including, MotoMesh Intelligent Access Points (IAPs), Mobile Wireless Routers (MWRs), Enhanced Wireless Routers (EWRs), and Mobile Internet Switching Controller (MiSC), DragonWave's AirPair & Future Quantum System, Canopy and APC's UPS that are used throughout the City of Plano to provide high-speed Intranet access to city officials and patrol officers. City Hall is the network's infrastructure access point.
- 1.2. The objective of the maintenance & monitoring program is to assure that the wireless network continues to perform at peak functionality and that the integrity of the installed hardware remains secure and free from erosion due to local climate.

## 2. MAINTENANCE OBJECTIVES & SCOPE OF WORK:

- 2.1. This procedure provides the methodology for conducting a physical maintenance inspection (antenna infrastructure and network hardware & software) and the corrective action process.
- 2.2. A series of wireless installation and system maintenance checklists shall be used during all inspections. The checklist(s) shall be controlled documents for the life of the project.
- 2.3. On a monthly and quarterly basis, a Scientel Wireless technician will perform an on-site inspection of the installed equipment and perform a variety of upgrades and system optimizations to assure the network system is operating at peak performance. The inspection includes site conditions, equipment, and antenna systems, network device firmware, as well as the network's computer (MiSC) hardware & software. A qualified Scientel Wireless Inc. technician will perform all maintenance and inspection activities.

## 3. PROJECT ORGANIZATION:

- 3.1. The project will be managed by a Scientel Wireless Project Manager and maintained by a local Scientel Wireless technician dedicated solely to the network. The Maintenance Project Manager will be responsible for the monthly and quarterly inspection performance and subsequent formal reporting of the inspection findings. A Scientel Wireless network technician will assist with the inspection of network equipment and MiSC testing. Contact data for the maintenance & monitoring project principles can be found within this project plan.

#### 4. PROJECT SCHEDULE:

- 4.1. The maintenance and inspection contract of the City of Plano, MotoMesh network will occur on an annual basis. When the inspection is scheduled to occur, the City of Plano, will be notified of the dates.

#### 5. MAINTENANCE SERVICES STATEMENT OF WORK

- 5.1. Under the Terms and Conditions of this Maintenance Agreement, periodic maintenance will be conducted on the City of Plano Broadband Wireless Network. The first major inspection will occur on the third month (90 days) after the system acceptance by the City of Plano. The inspections will involve but not be limited to: 1. Perform system visual inspection, 2. Check components, 3. Run system self-test, 4. Install and test manufacturer provided software upgrades and enhancements. 5. Verify against baseline documentation.
- 5.2. Document test results and file report with customer identifying all modifications or repairs made to the system during the maintenance inspection and documenting any recommended repairs or upgrades for the system.

#### 6. MAINTENANCE PROCEDURE: ANTENNA INFRASTRUCTURE

- 6.1. Prior to a site visit, the individual performing the inspection shall prepare a "Telecom Inspection Checklist" as applicable for each site to be visited. When in the field, the inspecting individual shall mark the checklist to confirm that a certain aspect of the project has been inspected, and note any discrepancies or needed modifications to the checklist.
- 6.2. Maintenance Checklist: An inspection of each site will be performed to ensure that the integrity of the original installation remains intact. During the physical inspection process, data on the following items will be collected and provided to the City of Plano in a formal report.

##### IAP Sites:

- MotoMesh Antenna's (IAP7300) condition
- Connection(s) condition (Bolts, clamps, brackets, etc.)
- Power cable condition
- Communication cable condition
- Radio/switch installation condition
- Connection(s) condition (cabling)

##### MWR Sites:

- MotoMesh Antenna's (MWR7300) condition
- Connection(s) condition (Bolts, clamps, brackets, etc.)
- Power cable condition
- Cable routing condition
- Connection(s) condition (cabling)

**Canopy Sites:**

- Canopy Antenna condition
- Connection(s) condition (Bolts, clamps, brackets, etc.)
- PoE cable condition
- Cable routing condition
- Connection(s) condition (cabling)
- GPS Cable Testing

**Other Site Maintenance:**

**DragonWave Sites:**

- DragonWave Antenna condition
- Connection(s) condition (Bolts, clamps, brackets, etc.)
- LMR and Fiber cable condition
- Cable routing condition
- Connection(s) condition (cabling)

- **Cabinet Maintenance:** Scientel will provide the necessary monthly inspections, and take the necessary steps to maintain cabinets that are part of this bid proposal. Cabinet Maintenance includes periodic painting and repairing cabinets to prevent the cabinet from failing to protect the System equipment.
- **Antenna Support Structures:** Scientel will provide antenna support structure maintenance (poles, mounts, etc.) and take the necessary steps to maintain the antenna support structures that are part of this bid proposal. This includes corrosion control and defective part replacement.
- **Microwave Antenna Systems:** Scientel will provide inspections on a quarterly basis using various test equipment to measure the condition of the Microwave antenna, coax, cables and connectors. Scientel will provide any needed repair for the antenna systems, by replacing any defective antenna hardware, to assure proper operation of the antenna system.
- **Tower Maintenance:** Scientel will provide inspections and take the necessary steps to maintain the tower structures. This includes painting, corrosion control, and defective part replacement.

## 7. MAINTENANCE PROCEDURE: NETWORK SOFTWARE & HARDWARE

7.1. To help minimize the risk of potential problems, Scientel Wireless will check Network Software & Hardware Maintenance Checklist during the preventative maintenance period to ensure continued network stability, information security, and data integrity.

7.2. As a service to City of Plano, Scientel will perform the Network Software & Hardware Maintenance Checklist on a monthly basis to keep your systems and network running smoothly:

- Apply any critical service packs and software upgrades.
- Upgrade firmware in Firewalls/Router, UPS, DragonWave and all MotoMesh equipment and verify correct operation.
- Test speed of Mobile network connection via sample download/upload.
- Hardware conflicts.
- Software compliance & Upgrades.
- Critical OS updates.
- BIOS updates.
- Standalone Performance Checks.
- Network Connectivity Checks.
- Network Performance Checks.
- Check Event logs on MiSC.
- Verify Security.
- Fault Tolerance Verification.
- Meeting to discuss current issues and address future requirements.

## 8. ITEMS COVERED UNDER THE CONTRACT:

Items covered under this contract are passed on the MotoMesh System installed to date and to be installed in 2007. All sites are within the City Limits of The City of Plano, TX. The system maintenance is based on the following:

- 176 IAP7000 Intelligent Access Points
- 1269 MWR7000 Mobile Wireless Routers
- 8 hops of DragonWave Licensed Microwave
- 101 Motorola Canopy Advantage Access Points
- 176 Motorola Canopy Subscriber Modules
- 16 Canopy Cluster Management Modules w/TSP
- 1 MeshManager
- 2 Canopy Backhaul's
- 300' Ridgeview Tower

## 9. SYSTEM REPAIRS WHEN NECESSARY:

- Replace minor components (connectors, fittings, etc.) as needed, to ensure continued reliable operation of the system, at no charge to the City of Plano.
- Perform Warranty Related Repairs (if hardware or software is still under warranty), at no charge to the City of Plano.
- Estimate cost, time, and materials for repairs for non-warranty related items for any significant items needing repair, which are identified during the maintenance inspection.
- If estimate is accepted, perform repairs.
- Replace units as required and when necessary to ensure reliable operation of the system. These devices will be replaced by the fixed unit or a new unit when available.
- Store spares at Scientel's Plano facility.

## 10. LIMITATIONS/EXCLUSIONS:

10.1 Scientel Wireless will not cover, under the contract terms/amounts paid, when time and material repairs are needed for:

- Vandalism/abuse of the installed hardware and software.
- 3rd party hardware or software changes made by the customer after system acceptance.
- Electricity service caused problems, such as lightning strikes or power outages.
- Out of warranty software or hardware

## 11. TERMS AND CONDITIONS: SYSTEM MAINTENANCE

11.1 Unless otherwise stated, all maintenance services will be provided in accordance with the Purchase Order Terms and Conditions dated between Scientel Wireless, and City of Plano.

## 12. RATES FOR NON-WARRANTY & MAINTENANCE RELATED ITEMS:

- 12.1 All non-warranty related work authorized to be performed by Scientel Wireless, LLC's technicians shall be billed at an hourly rate of \$90.00/hr for normal work hours plus expenses. Overtime work and Saturday work shall be billed at an overtime rate of \$135.00/hour and Sunday and holiday work shall be billed at \$180.00 /hour.
- 12.2 No work shall be performed unless Scientel Wireless has provided a written estimate to the customer and a written authorization (Purchase Order) has been received from the City of Plano to perform the work.
- 12.3 Scientel Wireless, LLC reserves the right to revise the hourly technician billing rate upon thirty (30) days written notice to City of Plano.

### 13. RECORDS

- 13.1 The "Telecom Inspection Checklist" shall be maintained for after the project is completed.
- 13.2 At the conclusion of the project, the "Telecom Inspection Checklist" shall be updated as deemed warranted by the individual currently maintaining the checklist.
- 13.3 Individuals performing inspections shall be certified in the inspection they are performing using TOP IM 10.1 Inspections Form 1 Inspector Certification.

### 14. CALL-OUTS and CORRECTIVE MAINTENANCE:

- 14.1 Scientel will respond to all emergency failures of the system on a 24 hour, 7 days a week basis. On-Call technical repair response is provided on a 24x7 basis during normal business hours by calling the Scientel Plano Office. After hours repair service is requested by calling the Scientel 7x24 Answering Service who shall contact the Scientel On-Call technicians. The Answering Service has a list of all available Scientel technicians, and escalation numbers for Scientel management so that a response by Scientel to the call-out is assured. In addition, Scientel will provide City of Plano with the On-Call Technical Support Number, which directly contacts the Scientel service personnel. Once a trouble call is generated to the Scientel Plano office or after hours Answering Service, the trouble call is tracked and will be escalated to the next level responder in the event the initial responder does not confirm receipt of the trouble call. Using an escalating response procedure guarantees initial contact will be made with Scientel's technicians within the required response time.

Upon notification to the on-call technician, the technician will respond within the required response window. Scientel will provide 2 hour phone response and the on-site response time of four hours. If additional support is required, Scientel has a team based regionally fully trained and equipped to maintain MotoMesh, Cisco, DragonWave and Canopy Equipment and resolve any system issues after a disaster or emergency situation.

### SUPPORT PROCEDURE:

Upon receipt of a major alarm Scientel will dispatch a technician from our Plano, TX facility in accordance with the following procedure:

- Scientel Wireless receives notification of problem or failure.
  1. Scientel technician uses NMS to troubleshoot problem or failure.
  2. Scientel technician determines if problem or failure is minor or major.

***If problem is classified Minor (non-traffic affecting):***

1. NOC technician contacts City of Plano technical representative during normal business hours (Monday through Friday, 8am to 5pm, central standard time).
2. City of Plano technical representative attempts to correct problem.
3. City of Plano technical representative determines if call out of Scientel technician is required.
4. If needed, Scientel technician is dispatched to City of Plano to rectify the problem.
5. Scientel technician corrects problem or failure.
6. Scientel technician documents repairs made and files report.

***If problem is classified as Major (traffic affecting):***

1. Scientel technician contacts City of Plano technical representative if major problem occurs during normal business hours (Monday through Friday, 8am to 5pm, central standard time).
2. City of Plano technical representative attempts to correct problem.
3. City of Plano technical representative determines if call out of Scientel technician is required.
4. If needed, Scientel technician is dispatched to City of Plano to rectify the problem.
5. If major problem occurs during non-business hours, Scientel technician is dispatched to the City of Plano to rectify the problem.
6. Scientel technician corrects problem or failure
7. Scientel technician documents repairs made and files report.

## 15. PRICING

### Maintenance and On Site Support, 2 Hour Call Response and 4 Hour Site Response

- Project Manager
- Engineering Technician(s)
- Network Engineer as Required
- Tower Climbers as Required
- Bucket Trucks as Required
- All device spare storage in local Plano Facility
- Materials (See section 9)
- System Maintenance (as per this proposal)
- On Site Support (as required)
- 2 Hour Call Response
- 4 Hour On Site Response

### Spares & Extended Product Warranties

- DragonWave Extended Warranty & Advanced Replacement (All)

<b>Total Per Month</b>	<b>\$41,666.67</b>
<b>Total From Nov. 1, 2010 to Oct. 31, 2011</b>	<b>\$500,000.00</b>





