

PROPOSAL
WILLIAMSON COUNTY

WILLIAMSON COUNTY FLORENCE SITE RELOCATION



MOTOROLA SOLUTIONS

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Catherine Roberts
Williamson County
508 Rock St
Georgetown, TX 78626

RE: Florence Site Move Project

Dear Ms. Roberts,

Motorola Solutions, Inc. (Motorola) is pleased to present to you the enclosed proposal for the Florence Site Move Project. The Proposal consists of this cover letter, the Statement of Work, the System Description, Equipment List, and the HGAC (RA05-15) Communications System Purchase Agreement (SPA).

The Proposal is valid for ninety (90) days from the date of this letter and is subject to the terms and conditions of the attached HGAC System Purchase Agreement, or a negotiated version thereof. Motorola would be happy to discuss any concerns the County may have with the Proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. J. ...'.

Motorola Solutions, Inc.





SECTION 1

SOLUTION OVERVIEW

Motorola is pleased to provide Williamson County with a quote to relocate the existing RF simulcast remote site located near Florence, TX to the new location at coordinate 30°49'48.3"N 97°48'25.1"W. This quote includes a new 380 ft tower, shelter, and equipment for a 15 channel remote IP simulcast site. The proposal also includes a GTR 8000 base radio with its own antenna system for VHF paging operations.

The existing microwave links from Granger to Tower Road and from Tower Road to Liberty Hill shall be relocated to add the proposed Florence site to microwave loop. The links shall be relocated to point from Granger to Florence and Florence to Liberty Hill. Motorola's proposal includes the replacement of the microwave antenna line and RF antenna lines as part of the relocation. All preconstruction studies, such as geo, NEPA studies, etc are included. The existing Florence shelter and radio equipment shall be decommissioned and relocated to the Williamson County Wireless Communication Site.



SECTION 2

FLORENCE SITE RELOCATION DESCRIPTION

The proposal includes new RF site equipment as part of the relocation project to provide a smooth transition and cut-over of the radio coverage that the radio system provides. The following highlights the major equipment that is included as part of this proposal:

IP Simulcast Remote Site Equipment:

- Qty (15) GTR 8000 800MHz Base Radios.
- Qty (2) Site Routers.
- Qty (2) Site Switches.
- Qty (1) TRAK GPS System.
- Qty (2) 800MHz 10ch Combiner Systems.
- Qty (1) Multicoupler System.
- Qty (1) Advance Power Monitoring system.
- Qty (2) TX Antenna Systems.
- Qty (1) RX Antenna System with TTA.
- Qty (1) DC Power System.
- Qty (1) SDM3000 Site Management Device.
- Qty (1) 380ft Tower.
- Qty (1) MSB 12x24 Shelter with Indoor 80 kW Diesel Generator.
- Microwave Waveguide and ACU.
- MOSCAD Site Device Licenses.

VHF Paging Repeater Equipment:

- Qty (1) GTR 8000 VHF Base Radio.
- Qty (1) VHF Antenna System.

2.1 SIMULCAST SITES

A simulcast land mobile radio system provides continuous coverage over a large geographic region using a single set of frequencies. Simulcast solutions extend a system's RF coverage, especially in areas where available frequencies are limited, and in areas where physical barriers (for example, mountains and buildings) can cause reduced signal coverage.

Trunked simulcast was developed by Motorola Solutions to meet the needs of users who were outgrowing their single-site radio systems. Simulcast offers the following advantages:

- **Improved Coverage** – One radio site may not provide the coverage necessary for the application in question. Simulcast expands the coverage area by expanding the number of radio sites without adding additional frequencies.
- **Efficient Use of Frequencies** – Adding sites typically requires more frequencies. In a simulcast system, the same frequencies are used at every site in the system. This makes very efficient use of the available spectrum.
- **Simplified Radio Operations** – Because the simulcast architecture operates like a single-site system, operations are simplified and radios are easy to use.



2.1.1 Radio Frequency Distribution System

The Radio Frequency Distribution System (RFDS) provides interconnect between the base radios and antennas, allowing for a completely contained and more compact installation footprint. For the transmitters, this can include isolators, combiners, TX filters, diplexers, and power monitors.

For the receivers, this can include duplexers, site preselectors, and multicouplers. Various RFDS options exist for each of the GTR 8000 Base Radio, GTR 8000 Site Subsystem, and GTR 8000 Expandable Site Subsystem.

This proposal includes two 10 channel combiners that provides capacity for future expansion of up to 5 additional channels.



2.2 BACKHAUL SOLUTION

This project relocates existing microwave links to add Florence to the Williamson County microwave loop. The paper path study shows that the existing microwave radios and antenna size for the Liberty Hills to Tower Road and Tower Road to Granger are sufficient for the relocation of the microwave links to integrate the new Florence site into the Williamson County Aviat microwave ring as described in the system overview. New waveguide and new ACUs are included to relocate and reconfigure the links.

2.2.1 Microwave Implementation

The recommended microwave equipment and steps are proposed to accomplish the relocation of the Florence RF site:

- Uninstall the existing microwave radio/router rack and power system rack from Tower Road.
- Uninstall the antennas and dehydrators at Tower Road.
- Uninstall the waveguide at Tower road and discard.
- Relocate microwave radios, power system racks, dehydrators, and antennas to the new Florence site.
- Re-install the existing radio/router rack, microwave power systems rack, antennas, and dehydrator at the proposed Florence site.
- Install new waveguide runs at the proposed Florence site.
- Update ACUs for the new paths in the radios at Liberty Hill and Granger to support the new paths to the proposed Florence site.
- Realign the antennas at both Liberty Hill and Granger to address the new paths facing Florence.

Figure 1-1 and Figure 1-2 provides a high level diagram of the existing and proposed microwave design.

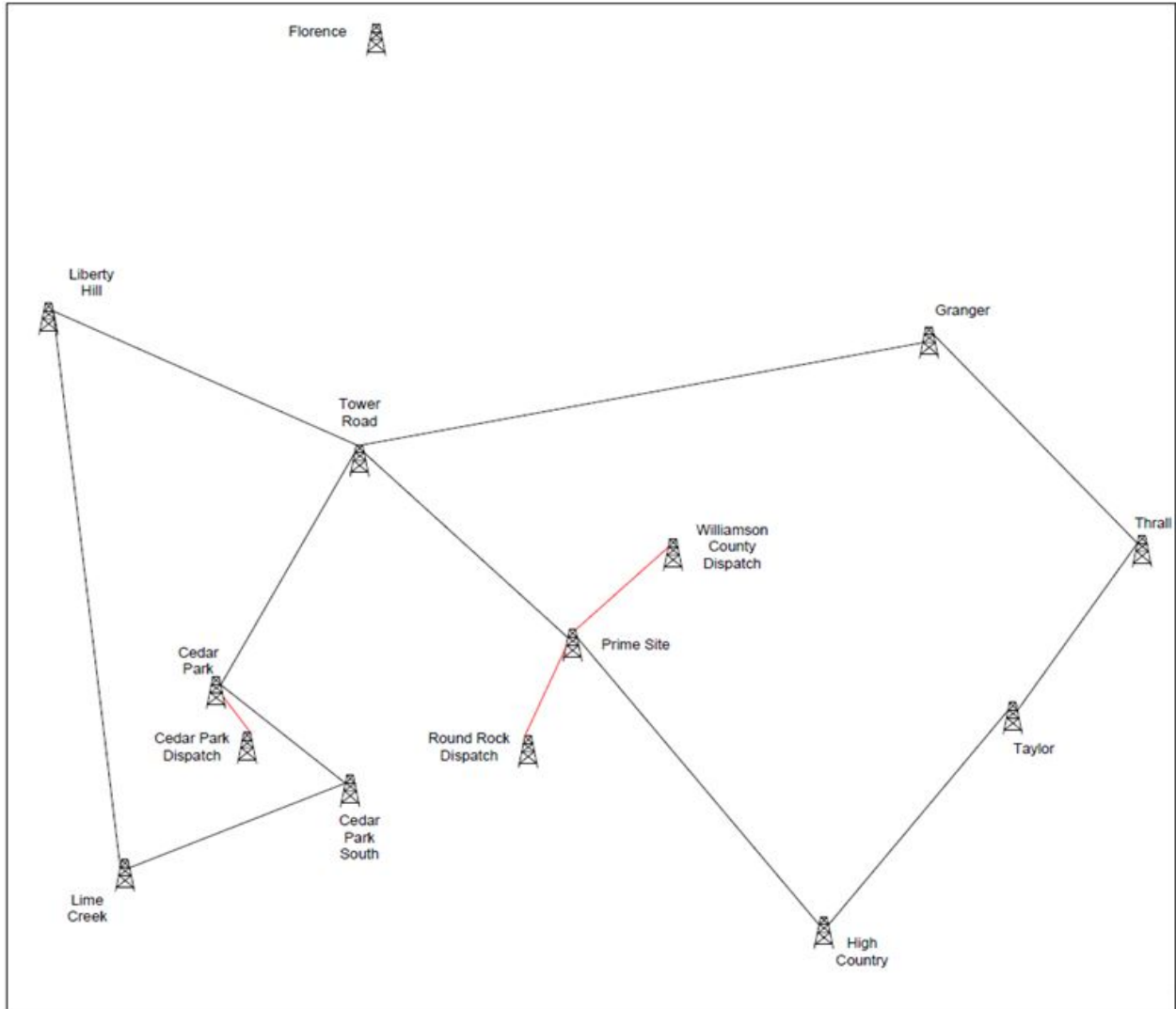


Figure 1-1: Williamson County's Existing Microwave Network Diagram.

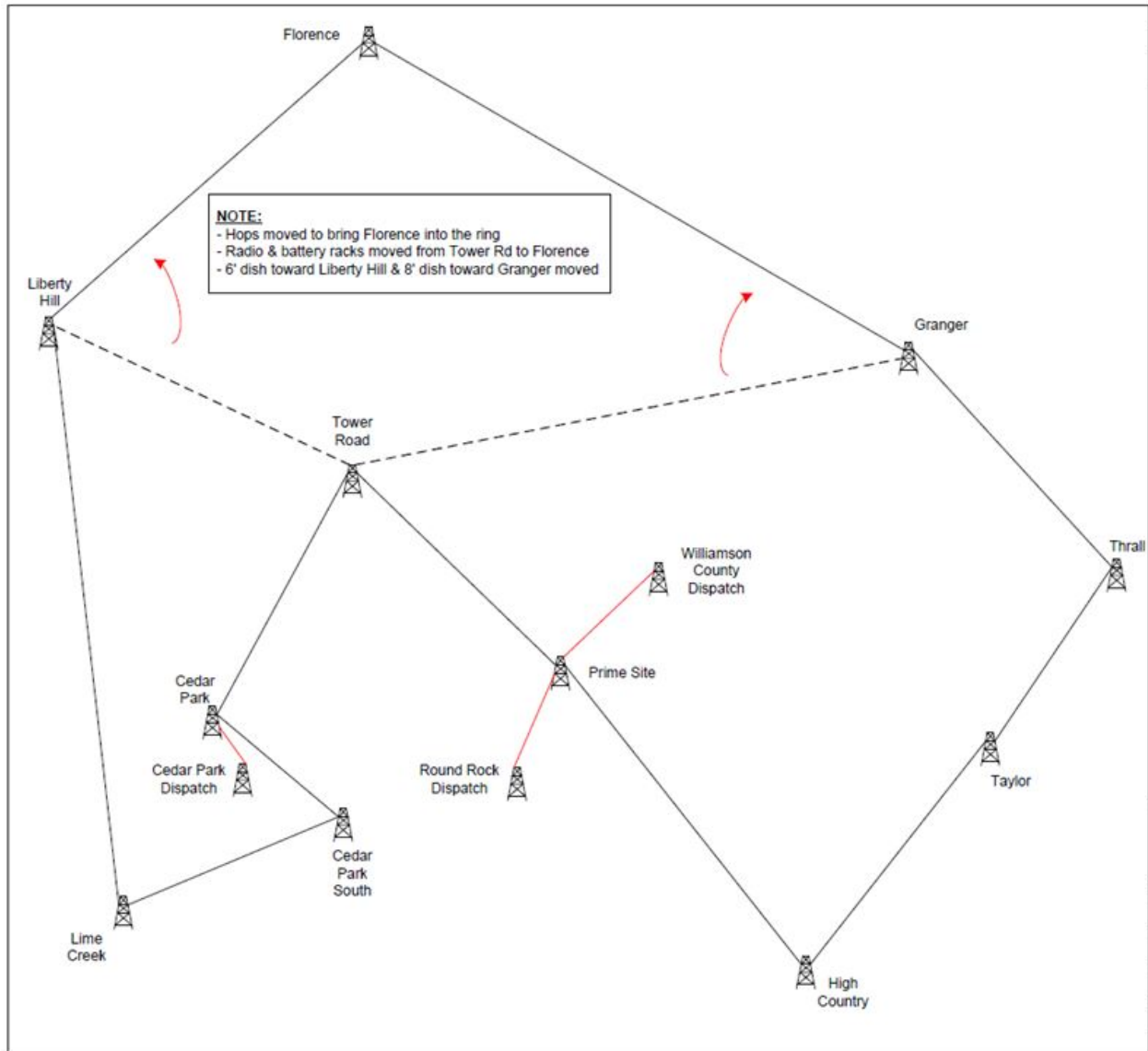


Figure 1-2: Williamson County's Proposed Microwave Network Diagram.

2.2.2 Path Design and Reliability

The relocation of the existing links to Florence from Tower Road has been designed to a path reliability of five-nines (99.999%) or better, which relates to 5.26 minutes of down time per year per link. This reliability metric is based on calculations involving received signal level (RSL) and microwave radio sensitivity levels, which have been determined from preliminary path calculations based on the following site coordinates in Table 1-1.



Table 1-1: Path Design and Reliability.

Link	Site Name	Coordinates						Antenna Info	
		Lat (N)			Long (W)			MW Height (ft)	Azimuth (°)
		d	m	s	d	m	s		
Link 1	Granger	30	43	10.2	97	30	26.8	240	293.23
	Florence	30	49	48.3	97	48	25.1	190	113.07
Link 2	Florence	30	49	48.3	97	48	25.1	150	234.7
	Liberty Hill	30	44	49.8	97	56	34	200	54.63

Preliminary path calculations did not reveal obstructions. Field path surveys must be conducted to verify that above-terrain blockages do not exist; blockages such as buildings, water towers, etc. For this reason, at this point in time, these preliminary path reliability calculations are not guaranteed to work at five-nines reliability until the actual field surveys are conducted.

Once the project is purchased, full in-field path studies will be conducted during the implementation project. If at that time a path is discovered to be blocked by an above-terrain obstruction, Motorola Solutions and the Williamson County will work together to find a solution, but any associated costs with those adjustments will be the responsibility of Williamson County.



2.3 DESIGN ASSUMPTIONS

Motorola has based the system design on information gathered from meetings with Williamson County. All assumptions have been listed below for review by Williamson County. Should Motorola's assumptions be deemed incorrect or not agreeable to Williamson County, a revised proposal with the necessary changes and adjusted costs will be required.

- This proposal shall include all preconstruction studies cost prior to the installation of the tower and any grounding required.
- The customer is responsible for the acquisition and maintenance of the site location.
- Motorola has provided a quote to relocate and optimize the microwave link as described in this proposal. Motorola has included new waveguide but shall reuse the existing microwave dishes and radio equipment.
- Motorola assumes that the existing antennas and waveguide at Liberty Hill and Granger can be reused for the paths facing Florence, keeping the dishes on the same leg as they are currently installed.
- The paths that connect the Microwave network must have a Line-of-Site (LOS). If a physical path survey determines the path is not LOS, then an alternative path design may be required. If a new path is needed, the constituent in this proposal is responsible for the incurred cost for a new path design.
- Motorola assumes space is available on the tower at Granger and Liberty Hill adjustments to the microwave design as proposed in this proposal.
- Motorola has included the cost to conduct a tower study for the Granger and Liberty Hill tower. Motorola assumes the tower has the capacity to handle any necessary adjustment to the microwave dishes. In the event structural analysis fails due to relocation of the dishes, Williamson County shall be responsible for the cost of remediating the tower and any other cost associated with said remediation.
- Motorola has provided frequency coordination for the microwave FCC licensing.
- All FCC licensing outside the microwave FCC licensing shall the responsibility of the customer.
- No coverage guarantee/commitment is provided for the VHF paging repeater.
- The VHF paging repeater will reside on a new VHF license pair separate from the other paging sites to minimize interference.
- Approved local, State, or Federal permits, as may be required for the installation and operation of the proposed equipment, are the responsibility of the customer.
- Where necessary, the customer shall provide a dedicated delivery point—such as a warehouse—for receipt, inventory, and storage of equipment prior to delivery to the sites.

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2.4 EQUIPMENT LIST

QTY	DESCRIPTION
MSB	
1	MSB 12X24 1-RM BLDG. INCLS LP GENERAC GEN & (2) 16KW UPS
1	DEL: DELETE 20KVA/16KW UPS (QTY 2)
1	ADD: INDOOR GENERATOR (ADDS 10' LENGTH TO BLDG, OD GEN TO ID GEN)
1	ALT: DIESEL GENERATOR (GENERAC) 80 KW
TOWER SELF SUPPORTING	
1	380' SELF SUPPORTING TOWER
FLORENCE REPEATER	
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio

////////////////////////////////////



1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC





1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
1	GTR 8000 Base Radio
1	ADD: 700/800 MHZ
1	IP BASED MULTISITE BASE RADIO SOFTWARE
1	ADD: 800 MHZ TX FILTER W/PMU
1	ADD: RACK MOUNT HARDWARE
1	ADD: POWER CABLE, DC
FNE	
1	GGM 8000 GATEWAY
1	ADD: DC POWER
1	GGM 8000 GATEWAY
1	ADD: DC POWER





2	2620-24 ETHERNET SWITCH
1	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM DC
1	FOUR PORT IRIG B TIME CODE FDM
4	FOUR PORT DDM
3	RACK 7.5' OPEN
2	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
2	SPD, RJ-45 OR HARDWIRE CONNECTED FOR T1/E1, PROTECTS 4 WIRES
3	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS

FLORENCE RFDS

1	MULTICOUPLER UNIT, NON-DIVERSITY, 796-824 MHZ, SNMP, 48 VDC
1	PRESELECTOR 806-824 MHZ 10 MHZ BW 19 IN MOUNT (428 SERIES ONLY)
1	10 CHANNELS 851-869 10 CH 7/16 ANT, 150 KHZ MIN SEP BETWEEN CHANNELS
1	10 CHANNEL 851-869 10 CH 7/16 ANT, 150 KHZ MIN SEP BETWEEN CHANNELS
1	ADVANCED POWER MONITOR, 740-870 MHZ, 36-60V DC (INC SINGLE COUPLER)
1	ANT LINE COUPLER 740-960MHZ 40DB 4-PORTS SUIT APM748 AND APM8796

TX ANTENNA LINE 1

1	OMNI, CORP COLLINEAR, 10.5DB, 746-870MHZ, 3DEG DT, PIM, 25KW PIP RATED
15	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
410	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
1	114EZ DIN FEMALE CONNECTOR
2	114EZ DIN FEMALE CONNECTOR
1	RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL
1	BULKHEAD FLANGE MOUNT ADAPTER
40	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	221213 CABLE WRAP WEATHERPROOFING
2	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
8	SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT

TX ANTENNA LINE 2

1	OMNI, CORP COLLINEAR, 10.5DB, 746-870MHZ, 3DEG DT, PIM, 25KW PIP RATED
15	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
410	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
2	114EZ DIN FEMALE CONNECTOR





1	RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL
1	BULKHEAD FLANGE MOUNT ADAPTER
40	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	221213 CABLE WRAP WEATHERPROOFING
2	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
8	SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT
RX ANTENNA LINE	
1	OMNI, CORP COLLINEAR, 10.5DB, 746-870MHZ, 3DEG DT, PIM, 25KW PIP RATED
15	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS
5	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
410	7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORRUGATED CABLE (AVA5-50FX)/FOOT
2	78EZNFM N FEMALE MOT CONNECTOR (MOTOROLA SPECIFIC)
410	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
1	RF SPD, 700-1000MHZ BROADBAND 12 VDC PASS NM ANTENNA, NF EQUIPMENT
1	RF SPD, 700-1000MHZ BROADBAND 12 VDC PASS NM ANTENNA, NF EQUIPMENT
40	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
40	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
2	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
2	221213 CABLE WRAP WEATHERPROOFING
2	L5SGRIP 7/8" SUPPORT HOIST GRIP
2	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
8	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
8	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
VHF PAGING	
1	GTR 8000 Base Radio
1	ADD: VHF (136-174 MHZ)
1	ADD: ANALOG ONLY CONV SW
1	ADD: DUPLEXER, 144-160 MHZ), THEN TX AND RX MUST BE 144-160





1	ADD: NARROW PRESELCTOR, 136-154 MHZ
1	ADD: EXT DUAL CIRCULATOR, 144-160 MHZ
1	ADD: WILDCARD W/GPIO
1	ADD: POWER CABLE, DC
1	ADD: RACK MOUNT HARDWARE
VHF ANTENNA LINE	
1	OMNI, MEANDER COLLINEAR, 6.0 DBD, 150-160 MHZ, PIM RATED
1	PIPE TO PIPE CLAMP, 1.5" TO 5" PIPE, SET OF 3 CLAMPS
15	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
410	7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORRUGATED CABLE (AVA5-50FX)/FOOT
1	7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE (MOTOROLA SPECIFIC)
1	7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE (MOTOROLA SPECIFIC)
1	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
40	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	F4PDMV2-C 1/2" 7-16 DIN MALE CONNECTOR
1	F4NR-HC 1/2" TYPE N MALE RIGHT ANGLE CONNECTOR
2	221213 CABLE WRAP WEATHERPROOFING
6	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
3	SSH-12 1/2" SNAPSTAK HANGER 10PK
1	BREAKER, 25 AMP
1	GGM 8000 GATEWAY
1	ADD: DC POWER
1	ADD: CONV CHAN GATEWAY
1	BREAKER, 5 AMP
MOSCAD	
1	SITE MANAGER ADVANCED
1	ADD: SDM ASTRO RTU FW CURR ASTRO REL
1	GMC_PER_DEVICE_SW_LICENSES
1	GMC_SW_LIC_PER_GTR8000_CONV_BR
15	GMC_SW_LIC_PER_GTR8000_MS_BR
1	GMC_SW_LIC_PER_TRAK_GPS
1	RTU_PER_DEVICE_SW_LICENSES
1	RTU_SW_LIC_PER_GTR8000_CONV_BR
15	RTU_SW_LIC_PER_GTR8000_MS_BR





1 RTU_SW_LIC_PER_TRAK_GPS

DC POWER SYSTEM

1 BATTERY, 608AH 48VDC STRING CONSISTING OF (24) 2V CELLS MED RATE VLRA

1 STEEL FLOOR LOADING PLATE FOR A 90G15 BATTERY

2 50 AMP BREAKER FOR TYPE CDPD

2 80 AMP BREAKER FOR TYPE CDPD

4 SPD, 48VDC DISTRIBUTION POWER BUS PROTECTOR, SAD

AVIAT MICROWAVE

1 AVIAT ECLIPSE ACU, WAVEGUIDE & ACCESSORIES





SECTION 3

IMPLEMENTATION PLAN



3.1 STATEMENT OF WORK

Motorola will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Wilco
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Furnish a performance bond in the full amount of the contract price as security for the faithful performance of Motorola Solutions' contractual obligations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Purchase the required performance bond.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Assign a Project Manager as a single point of contact.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Assign resources.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule project kickoff meeting.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Record and distribute project status meeting minutes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maintain responsibility for third-party services contracted by Motorola Solutions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Complete assigned project tasks according to the project schedule.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Submit project milestone completion documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Upon completion of tasks, approve project milestone completion documents.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Present project scope and objectives.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review SOW responsibilities and project schedule.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule Design Review.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Present the system design and operational requirements for the solution.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Present installation plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Present preliminary cutover plan and methods to document final cutover process.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Present configuration and details of sites required by system design.	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Tasks	Motorola Solutions	Wilco
Validate that customer sites can accommodate proposed equipment.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide approvals required to add equipment to proposed existing sites.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Review safety, security, and site access procedures.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Finalize site acquisition and development plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Present equipment layout plans and system design drawings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide backhaul performance specifications and demarcation points.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide heat load and power requirements for new equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide information on existing system interfaces.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide frequency and radio information for each site.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Complete the required forms required for frequency coordination and licensing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide necessary equipment shelter, and tower for installation of system equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at the new site.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide adequate electrical power in proper phase and voltage at sites.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>





Tasks	Motorola Solutions	Wilco
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct one three-point ground resistance test of each site.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Prepare and submit Electromagnetic Energy (EME) plans for the site (as licensee) to demonstrate compliance with FCC RF Exposure Guidelines.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Prepare a lease exhibit and sketch of each site showing the proposed lease space and planned development at that site.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Prepare site construction drawings showing the layout of new and existing equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review and approve site construction drawings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Obtain the permits needed to complete site development, including electrical, building, and construction permits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pay for application fees, taxes, and recurring payments for lease/ownership of property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Information and permitting requirements completed at each site.		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Equipment procured and ready for shipment.		
System Staging		
Ship all equipment needed for staging to Motorola Solutions' Customer Center for Solutions Integration (CCSi).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Assemble required subsystems to assure system functionality.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Power up, load application parameters, program, and test all staged equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Confirm system configuration and software compatibility with the existing system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Inventory the equipment with serial numbers and installation references.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review and approve proposed Factory Acceptance Test Plan.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pay for travel, lodging, meals, and all incidental expenses for Customer personnel and representatives to witness the Factory Acceptance Testing.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Perform factory functional acceptance tests of system features	<input checked="" type="checkbox"/>	<input type="checkbox"/>





Tasks	Motorola Solutions	Wilco
Conduct site and system level testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Perform system burn-in 24 hours a day during staging to isolate and capture any defects.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: System staged and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pack and ship solution equipment to the identified, or site locations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Receive solution equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Inventory solution equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coordinate receipt of and inventory solution equipment with designated contact.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Connect installed equipment to the provided ground system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Label equipment, racks, and cables.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Note any required changes to the installation for inclusion in the "as-built" system documentation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Remove, transport, and dispose of old equipment that is not included in this proposal to be removed by Motorola	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Equipment installed.		
Antenna Transmission Line Installation		
Install antennas, including supplying and installing new side arm mounts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install tower-top amplifiers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install transmission lines required for system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide structure penetrations for transmission equipment (e.g. antennas or microwave line.).	<input checked="" type="checkbox"/>	<input type="checkbox"/>





Tasks	Motorola Solutions	Wilco
Install microwave waveguide and lines, as applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Perform sweep tests on transmission lines.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide and install attachment hardware for supporting transmission lines on antenna support structure.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Supply and install ground buss bar at the bottom of each antenna support structure.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Antennas installed and grounded.		
ASTRO 25 Core and Remote Site installation and Configuration		
Configure ASTRO 25 system to support the new RF sites.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Integrate the RF sites into the system to ensure proper operation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: ASTRO 25 Core and remote site equipment installation completed.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verify that all audio and data levels are at factory settings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verify communication interfaces between devices for proper operation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Witness the functional testing.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Document all issues that arise during the acceptance tests.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Resolve any minor task failures before Final System Acceptance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Document the results of the acceptance tests and present for review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review and approve final acceptance test results.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Document all issues that arise during the acceptance tests.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Document the results of the acceptance tests and present to the Customer for review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Completion of functional testing and approval by Customer.		
Coverage Testing		
Determine the required number of test vehicles for simultaneous testing of multiple service areas.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>





Tasks	Motorola Solutions	Wilco
Perform coverage testing according to the Coverage Acceptance Test Plan (CATP), Submit test reports within the agreed period.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
For any area that fails, take corrective action.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Retest any areas for which corrective action has been taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Document all issues that arise during the coverage testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Submit final test reports, according to the agreed period.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide the required number of test vehicles, drivers, and resources to witness the coverage testing.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Review and approve test results.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Completion of coverage testing and approval by Customer.		
Cutover		
Finalize Cutover Plan.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide programming of user radios and related services (i.e. template building, re-tuning, testing and installations), as needed, during cutover period.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Notify the personnel affected by the cutover of the date and time planned for cutover.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide ongoing communication with users regarding the project and schedule.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Cut over users and ensure that user radios are operating on system.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Service information delivered and approved by Customer.		
Finalize Documentation and System Acceptance		





Tasks	Motorola Solutions	Wilco
Provide manufacturer’s installation material, part list and other related material to Customer upon project completion.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Site Block Diagrams.		
• Site Floor Plans.		
• Site Equipment Rack Configurations.		
• Antenna Network Drawings for RF Sites (where applicable).		
• ATP Test Checklists.		
• Functional Acceptance Test Plan Test Sheets and Results.		
• Equipment Inventory List.		
• Maintenance Manuals (where applicable).		
• Technical Service Manuals (where applicable).		
Drawings will be delivered in Adobe PDF format.		
Receive and approve documentation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Execute Final Project Acceptance.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: All required documents are provided and approved. Final Project Acceptance.		



3.2 CIVIL DEVELOPMENT

1. **Site Development at Williamson County Florence Yard Site** **Site Scope Summary**

- ◆Engineering services for site drawings and regulatory approvals – Included.
- ◆Zoning Services – Included
- ◆New fenced compound/expansion size – up to 55-foot x 55-foot.
- ◆Clearing type – Light.
- ◆Road length requiring improvement – up to 150 feet.
- ◆New shelter size, 12' x 34' with indoor Diesel Generator
- ◆New generator size – 80 kW, Diesel – Indoor
- ◆New fuel tank size – 322 gallons, Diesel sub-base.
- ◆New tower to be used for antennas – 380-foot self-supported tower.
- ◆New tower foundation size – up to 210 cubic yards, Type – Pier and pad.

Motorola Responsibilities:

Site Zoning

- ◆Coordinate zoning and permitting of the new tower site such that it is in full compliance with applicable jurisdictional requirements.

Site Engineering

- ◆Prepare site construction drawings showing the layout of various new and existing site components.
- ◆Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- ◆Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- ◆Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- ◆Prepare zoning drawings that can be used to describe the proposed site installation in sufficient detail.
- ◆Prepare record drawings of the site showing the as-built information.
- ◆Perform construction staking around the site to establish reference points for proposed construction.
- ◆Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a

significant environmental impact” and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included. Perform Cultural Resource studies as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction

- ◆ Conduct up to 80-foot deep soil boring test at each tower leg, backfill holes with spoils and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) - mounted rig is not included.
- ◆ Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- ◆ Check tower erection for plumbness, linearity and alignment after installation.
- ◆ Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the “Site Plans” and document any deviations or violations.
- ◆ Prepare, submit and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings and procure information necessary for filing.

Site Preparation

- ◆ Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- ◆ Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola’s control will result in additional costs.
- ◆ Perform light clearing of brush, grubbing and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (up to 11,025 square feet).
- ◆ Perform clear light brush, grub roots and dispose vegetation and shrub growth in a 15-foot wide access road to the site (not to exceed 150 feet in length).
- ◆ Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 7,225 square feet).
- ◆ Supply and install gravel surfacing to a depth of 6 inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 5,041 square feet).
- ◆ Provide a 15-foot wide access road (not to exceed 150 feet in length), including surface grading and graveling
- ◆ Provide silt fence around the compound to control soil erosion (not to exceed 260 linear feet).
- ◆ Supply and install 8-foot high chain-link fencing with a ten-foot wide gate around the shelter compound (not to exceed 260 linear feet).
- ◆ Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- ◆Construct 1 reinforced concrete foundation necessary for shelter and generator foundation.
- ◆Supply and install one (1) shelter at site.
- ◆Supply and install one 120/240-volt, 300-amp, single-phase meter pedestal and hook-up for electrical service by the local utility.
- ◆Provide all trenching, conduit, and cabling necessary for underground hook-up of power to the shelter from nearby utility termination located within 50 cable feet of the shelter.
- ◆Supply and install a perimeter grounding system with ground radials around the new site components (tower, shelter, generators, etc.) to meet current Motorola's R56 standards
- ◆Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.
- ◆Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 20 linear feet).

Tower Work

- ◆Construct pier and pad type tower foundations including excavation, rebar and concrete (not to exceed 135 cubic yards).
- ◆Erect new 380-foot self-supported tower with strobe lighting.
- ◆Supply and install grounding for the tower-base for self-supported towers

Antenna and Transmission Line Installation

- ◆Install 3 antenna(s) for the RF system.
 - ◆Install 1 GPS antenna(s).
 - ◆Install 1 tower top amplifier(s).
 - ◆Install up to 400 linear feet of 1/2-inch transmission line.
 - ◆Install up to 400 linear feet of 7/8-inch transmission line.
 - ◆Install up to 400 linear feet of 1-1/4-inch transmission line.
 - ◆Perform sweep tests on transmission lines.
 - ◆Provide and install attachment hardware for supporting transmission lines on the antenna support structure every three feet.
 - ◆Supply and install 6 ground buss bars for grounding RF cables.
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Existing Facility Improvement Work

- ◆Supply and install up to 10 20-amp breakers in the distribution panel and wire to outlets located on an average within 35 cable feet.
- ◆Ground all new metallic objects in the interior of the existing room, to meet current Motorola's Standards and Guidelines for Communications Sites (R56) requirements and terminate near equipment locations.

Miscellaneous Work

- ◆Estimated Tribal fees included
- ◆Procure and install new entry port for shelter

Williamson County Responsibilities:

- ◆If required, prepare and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.
- ◆As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.
- ◆Pay for all utility connection, pole or line extensions, and any easement or usage fees.
- ◆Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.
- ◆Pay for the usage costs of power, leased lines and generator fueling both during the construction/installation effort and on an on-going basis.
- ◆Pay for application fees, taxes and recurring payments for lease/ownership of the property.
- ◆Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- ◆As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or upgrades of the electrical system in order to comply with NFPA 70, Article 708
- ◆Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- ◆Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- ◆Provide additional temporary space for staging of the construction equipment during the construction of new site facilities (tower, shelter, generator, fuel tank etc.).

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- ◆ Provide space, HVAC, backup power (UPS, generator), grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.
 - ◆ Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
 - ◆ Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
 - ◆ If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.

Assumptions:

- ◆ No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work.
- ◆ All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- ◆ All recurring and non-recurring utility costs [including, but not limited to, generator fuel, electrical, Telco] will be borne by the Customer or site owner.
- ◆ Site will have adequate electrical service for the new tower. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- ◆ Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- ◆ Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- ◆ A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal.
- ◆ No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access.
- ◆ If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- ◆ In absence of geotechnical reports, foundations and subsurface conditions for tower design are based on Presumptive Sand soil parameters, as defined by EIA-222. Also, rock coring, piling, extensive dewatering of foundations, permanent casings or hazardous material removal has not been included.
- ◆ For zoning approvals, a maximum of 60 days will be required from time of submittal with attendance at maximum of two (2) required planning meetings.
- ◆ The new tower location will pass the FAA hazard study, zoning, FCC and environmental permitting.
- ◆ The restoration of the site surroundings by fertilizing, seeding and strawing the disturbed areas will be adequate.
- ◆ Tower and foundation sizing is based on the tower loading requirements as a result of the RF Antenna System design and the Microwave Antenna System design (i.e. - dish sizes and locations obtained from paper path studies).

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If after physical path studies, the dish sizes and locations change, then Motorola will then review the impact to tower structure and foundations and revise applicable costs.

◆ If as a result of NEPA studies, any jurisdictional authority should determine that a proposed communications facility "may have a significant environmental impact", the environmental impact studies or field testing and evaluation related to such determination have not been included.

◆ A waiver to zoning requirements like setbacks, tower height limitations, etc. can be obtained.

◆ The soil resistivity at the site is sufficient to achieve resistance of ten (10) ohms or less. Communications site grounding will be designed and installed per Motorola's Standards and Guidelines for Communications Sites (R56).

◆ Underground utilities are not present in the construction area, and as such no relocation will be required.

◆ The existing ground system and soil resistivity at the site is sufficient to achieve resistance of 10 ohms or less. Communication site grounding will be designed and installed per Motorola's R56 standards.

◆ AM detuning or electromagnetic emission studies will not be required.

◆ Protective grating over microwave dishes or the communications shelter has not been included in this proposal.

◆ Restoration of the site surroundings by fertilizing, seeding, and strawing the disturbed areas will be adequate.

◆ The site has adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.

◆ Underground utilities are not present in the construction area and as such no relocation will be required.

◆ Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.

◆ The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.

◆ The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load.

◆ A clear obstruction-free access exists from the antenna location to the equipment room.

Civil Work

Site Development at Will Co old Florence Site

Site Scope Summary

◆ Engineering services for site drawings and regulatory approvals – Not included.

◆ Existing tower – 300' Self supported Tower.

Motorola Responsibilities:

Site Preparation

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◆Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

◆Matts for crane

◆Retrieve MSB from old site and transport it 30 miles, and offload at Wireless Communication Building center for storage.

◆Demo of Ice bridge, 25' x 50', fencing, foundation.

◆Remove existing Will Co antennas, dish, TTA, and coax

Customer Responsibilities:

◆Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.

◆Provide a right of entry letter from the site owner for Motorola to conduct field investigations.

Assumptions:

◆No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work

◆All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).

◆Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.

◆No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access.

◆If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.

◆Restoration of the site surroundings by fertilizing, seeding, and strawing the disturbed areas will be adequate.

Completion Criteria

◆Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any customer/Motorola approved changes) and approved by Florence DPS.

This shall be confirmed by contractor and reviewed with Motorola construction manager and project manager before inspections occur.

◆All jurisdictional and contractual required testing and inspections to be performed by the contractor. (Contractual testing and inspections defined and agreed to with project team and customer prior to project kick off; vendor solely responsible for conducting, coordinating and paying for all jurisdictional testing and inspections).

◆Motorola site development checklist shall be completed and signed off by contractor prior to customer inspection. (Review with project team and customer and amend checklist as required at project kick off or before work begins).

◆Site turn-over package completed and turned over to Motorola (As defined and agreed to with project team and customer).

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◆All punch list and deficiencies shall be completed prior to customer and Motorola inspections.



3.3 ACCEPTANCE TEST PLAN

Acceptance of the Simulcast Expansion project is based partially on completion of a Functional Acceptance Test Plan (FATP) and a Coverage Acceptance Test Plan (CATP) for the Florence site area. The site area for coverage testing shall be discussed and agreed upon during the Contract Design Review.

3.3.

3.3.1 Functional Acceptance Test

The FATP tests the functionality of the installed equipment included as part of this project to verify operation. Typical trunking features, such as Talkgroup Call and Patch Call will be tested, as well as applicable failure scenarios, such as Loss of Ethernet Switch and Loss of AC Service. A detailed Acceptance Test Plan will be presented and reviewed with Williamson County during the Contract Design Review (CDR). A high level acceptance test plan is presented below.

The proposed Florence Simulcast Site will be considered accepted after successful completion of the following tests:

- Verification of optimization parameters such as repeater power out and antenna sweeps.
- Completion of the FATP.
- Completion of a CATP.

3.3.2 Radio System - Coverage Acceptance Test for Florence Site

The radio system coverage is largely dependent upon the number of RF sites, their geographical locations, and their antenna heights. For this proposal, Williamson County provided Motorola with the location of its new Florence tower site as a preferred site location.

The CATP is for covered area reliability and tests the reliability of the painted coverage area shown on the coverage map for the new Florence RF site. The area to be tested will be for the new Florence site only, or as agreed upon between Motorola and Williamson County, and will be divided into one-square-mile test tiles. Smaller test tiles may be required to get enough test tiles to provide a reliable and statistically valid test. A Motorola representative and a Williamson County representative will test each grid that is completely painted by the coverage map for the Florence site. Each grid test will consist of a subjective talk-and-listen test, in which outbound audio to the team from dispatch and inbound audio from the team to dispatch is compared against the Delivered Audio Quality (DAQ) 3.4 requirement. All grids in which inbound and outbound audio pass the DAQ 3.4 test on the first try are considered a pass. In the event that inbound or outbound audio does not pass on the first try, one retry is allowed, for which the Williamson County representative will turn and take one step in any direction and repeat the test process. Inaccessible painted tiles will be excluded from the test, meaning they will not be counted as pass or fail, and will not be included in the total number of tested tiles. The final reliability will be calculated by dividing the number of passed tiles by the total number of tiles tested; a result of 95% or better will be considered a passed CATP.

A CATP (Coverage Acceptance Test Plan) for the VHF paging repeater is not included in this proposal.



SECTION 4

SUPPORT PLAN

Motorola will warrant and provide additional above-warranty services for the proposed equipment in accordance with the warranty and service provisions of the existing contract.





SECTION 5

PRICING

Please see the pricing summary included below.

5.1 EQUIPMENT AND SERVICES SUMMARY

Description	Price
Florence Project Total	\$2,403,179
HGAC Contract / City of Austin Pricing Discounts	(\$275,647)
Services During the Warranty Period	
Additional Incentive if we receive PO and Signed Contract by 4-30-18	(\$200,000)
System Discount	
Tax	
TOTAL SYSTEM	\$1,927,532





SECTION 6

CONTRACTUAL DOCUMENTATION

Motorola proposes to include the equipment and services in the proposed solution as an amendment to the existing contract between Williamson County and Motorola.



SYSTEM PURCHASE AGREEMENT (Radio Systems)

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Texas (“Motorola” or “Seller”) and _____, a body corporate and politic (“Purchaser”).

WITNESSETH:

WHEREAS, the Purchaser desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Purchaser; and

WHEREAS, Houston-Galveston Area Council (“H-GAC”), acting as the agent for various local governmental entities who are “End Users” under interlocal agreements (including the Purchaser) has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract dated as of May 1, 2015 (the “Contract”), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6 of the Contract, Motorola and Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

- Exhibit A General Provisions.
- Exhibit B Motorola Software License Agreement.
- Exhibit C Technical and Implementation Documents, consisting of: _____
all dated _____.
- Exhibit D Motorola/H-GAC Contract dated May 1, 2015.
- Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1 SCOPE OF WORK

A. Motorola shall furnish all of the equipment and software as outlined in Exhibit C and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B. In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement:

- (1) Provide a designated Project Director.
- (2) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola and have such facilities available for installation of the equipment to be installed.
- (3) Provide adequate telephone or other communications lines (including modem access and adequate interfacing networking capabilities) for the installation, operation and support of the equipment.
- (4) Provide adequate space, air conditioning and other environmental conditions, and adequate and appropriate electrical power outlets, distribution, equipment and connections for the installation, operation and support of the equipment.
- (5) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

Section 2 SITES

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola and set forth in Exhibit C. In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser. If any price or schedule adjustments are necessary as a result of these new or replacement sites, such adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions.

Section 3 SUBSURFACE/STRUCTURAL CONDITIONS

This Agreement is predicated upon normal soil conditions defined by E.I.A. standard RS-222 (latest revision). Should Motorola encounter subsurface, structural, adverse environmental and/or latent conditions at any site differing from those indicated on the specifications, or as used in the preparation of the bid price, the Purchaser will be given immediate notice of such conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall

promptly investigate the conditions and, if found to be different, will adjust the plans and/or specifications as may be necessary. Any changes that cause an adjustment in the contract price or in time required for the performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions.

Section 4 PERIOD OF PERFORMANCE

A. Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within the time interval specified in Exhibit C (if applicable). A more detailed timeline shall be provided to Purchaser after the design review and customer kick-off meeting.

B. Whenever a party knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, the party shall within thirty (30) days give the other party notice thereof and may request an extension of time to perform the work.

C. In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that Purchaser will accept shipment, and make payment as required by this Agreement.

D. It is also agreed that equipment shipping dates reflected in this Agreement are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

Section 5 ACCEPTANCE CRITERIA

A. Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems or phases of the System, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems or phases. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Purchaser and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

B. Motorola agrees to notify Purchaser when the Communications System is ready for acceptance testing. Motorola and Purchaser agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Purchaser or its employees, contractors, agents or consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.

C. Motorola may, but is not obligated to, issue written authorization for Purchaser to use the Communications System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Motorola. Any use of the Communications System without prior written authorization by Motorola shall constitute System Acceptance.

Section 6 PAYMENT SCHEDULE

A. Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of _____ (\$_____), which includes the H-GAC administration fee. The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit "C".

B. Payments to Motorola shall be made according to the following milestones:

1. 20% of the total contract price is due upon completion of kick off / design review;
2. 60% of the total contract price will be invoiced immediately after the Equipment is shipped from Motorola's facilities;
3. 10% of the total contract price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and
4. 10% of the total contract price will be invoiced immediately after System Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

C. In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement. Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser.

D. Payments to Motorola shall be made as follows:

- (i) Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.
- (ii) Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of Motorola/H-GAC Contract dated May 1, 2015.

F. 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 date as set forth above and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

Section 7 PROJECT MANAGEMENT

A. If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

Section 8 NOTICE ADDRESSES

A. Motorola Solutions, Inc.
1303 East Algonquin Road
Schaumburg, IL 60196
Attn.: Law Department

B.

C. Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Attn.: Public Services Manager

Section 9 ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

The main body of this Agreement.

Exhibit A General Provisions.

Exhibit B Motorola Software License.

Exhibit C Technical and Implementation Documents, consisting of: _____.

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable)

Exhibit D Motorola/H-GAC Contract dated _____.

Section 10 DISPUTES

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Motorola and the Purchaser will bear their own costs but will share the cost of the mediator equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure (“ADR”).

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. All communications pursuant to the negotiation and mediation 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 any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

Section 11 SEVERABILITY

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

Section 12 HEADINGS AND SECTION REFERENCES

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.

Section 13 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 6 (Payment Schedule) if any payment obligations exist; Section 9 (Order of Precedence); Section 10 (Disputes); Section 11 (Severability); Section 12 (Headings and Section References); Section 13 (Survival of Terms) and Section 14 (Full Agreement).

Section 14 FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties. The preprinted terms and conditions found on any Purchaser 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

MOTOROLA SOLUTIONS, INC.

PURCHASER

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print - Block Letters)

Name: _____
(Print - Block Letters)

Title: _____
(Print - Block Letters)

Title: _____
(Print - Block Letters)

Date: _____

Date: _____

**EXHIBIT A
GENERAL PROVISIONS
MOTOROLA SOLUTIONS, INC.**

Section 1 STANDARDS OF WORK

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

Section 2 TAXES

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

Section 3 SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

Section 4 CHANGES IN THE WORK

A. The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B. If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

Section 5 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, is limited to the price of the particular products or services sold hereunder with respect to which losses or damages are claimed. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action shall be brought for any breach of this contract more than two (2) years after the accrual of such cause of action except for money due upon an open account.

Section 6 EXCUSABLE DELAYS

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 7 DEFAULT

A. 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 such failure has been caused by the conditions set forth in Section 6 of these General Provisions) and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for a default by Purchaser 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 Purchaser is the defaulting party, Motorola may stop work on the project until it approves the Purchaser's cure plan.

B. If a defaulting party fails to cure the default as provided above in Section 7.A, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting party will promptly return to the non-defaulting party any of its confidential information. If Purchaser is the non-defaulting party, terminates this Agreement as

permitted by this Section, and completes the System through a third party, Purchaser may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the contract price. Purchaser will mitigate damages and provide Motorola with detailed invoices substantiating the charges. IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 8 DELAYS BY PURCHASER

If the Purchaser is responsible for delays in the schedule set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays if Motorola requests compensation. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 9 LICENSES/AUTHORIZATION

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

Section 10 INDEMNIFICATION

Motorola agrees to and hereby indemnifies and saves Purchaser harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the Purchaser by reason of or on account of damage to the tangible property of the Purchaser or the property of, injury to, or death of any person, to the extent and in the proportion that such damage or injury is caused by Motorola's negligent acts or omissions or that of its employees, subcontractors, or agents while on the premises of the Purchaser during the delivery and installation of the communications equipment. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 11 WARRANTIES

A. **WARRANTY PERIOD.** Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance ("Warranty Period") in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software

is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. SYSTEM FUNCTIONALITY. Motorola represents that the Communications System will satisfy the functional requirements in Exhibit C. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below and the Software Warranty set forth in the Software License Agreement will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola's control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C; v) any other act of parties who are beyond Motorola's control, including Purchaser or its employees, contractors, consultants or agents.

C. EQUIPMENT WARRANTY. Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola's liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

THIS WARRANTY DOES NOT APPLY TO

- a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.
- b) Defects or damage occurring from misuse, accident, liquids, neglect or acts of God.
- c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this System Purchase Agreement.

- d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.
- e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.
- f) Equipment that has had the serial number removed or made illegible.
- g) Batteries (because they carry their own separate limited warranty).
- h) Freight costs to the repair depot.
- i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.
- j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.
- k) Software.
- l) Normal or customary wear and tear.

D. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 12 CONFIDENTIAL INFORMATION

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and/or CONFIDENTIAL will be released as necessary under the following conditions:

- (1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.
- (2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.
- (3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

Section 13 SOFTWARE LICENSE

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software pursuant to the Software License Agreement, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply and the copyright owner will have all of Motorola's rights and protections under the Software License Agreement.

Section 14 PATENT INDEMNIFICATION

A. Motorola will defend at its expense any suit brought against Purchaser to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Purchaser 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 Purchaser 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 Purchaser by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

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

C. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola 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 Motorola Product; (c) Motorola Product designed or manufactured in accordance with Purchaser'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 Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Purchaser 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 Purchaser extend in any way to royalties payable on a per use basis or the Purchaser's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Purchaser from sales or license of the infringing Motorola Product.

D. This Section 14 provides Purchaser's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Purchaser 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 14 are subject to and limited by the restrictions set forth in Section 5.

Section 15 DISCLAIMER OF PATENT LICENSE

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

Section 16 WAIVER

Failure or delay on the part of Motorola or Purchaser to exercise a right or power hereunder shall not operate as 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.

Section 17 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 18 ASSIGNABILITY

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 Purchaser. 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..

Section 19 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 2 (Taxes); Section 5 (Limitation of Liability); Section 7 (Default); Subsection 11.F (Disclaimer of Implied Warranties); Section 12 (Confidential Information); Section 13 (Software License); and Section 16 (Waiver); Section 17 (Governing Law) and Section 19 (Survival of Terms).

Section 20 ADMINISTRATOR LEVEL ACCOUNT ACCESS

Motorola will provide Purchaser with Administrative User Credentials. Purchaser agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Purchaser is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Purchaser may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Purchaser understands that changes made as the Administrative User can significantly impact the performance of the System. Purchaser agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User

may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Purchaser and Purchaser will pay Motorola on a time and materials basis for resolving the issue.

Section 21 MAINTENANCE SERVICE

If this Agreement contains a Warranty and Maintenance Plan, then, during the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the Warranty and Maintenance Plan and Service Terms and Conditions. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services during the Warranty Period, or any maintenance and support services after the Warranty Period, the description of and pricing for such services will be set forth in a separate document. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to such maintenance and support will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

Exhibit B

Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola 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" means 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 another 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. 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. Licensee will not disclose the Software and Documentation to any third party except as permitted by this Agreement or expressly in writing by Motorola. Licensee will take necessary and appropriate precautions to maintain the confidentiality and guard against the unauthorized disclosure of the Software and Documentation. Licensee will limit access

to the Software and Documentation only to Licensee's employees who "need to know" and are authorized to use the Software and Documentation as permitted by this Agreement.

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, 6.4, 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 C

Technical and Implementation Documents

Exhibit D

Motorola/H-GAC Radio Communications Equipment & Systems Agreement

Exhibit E

Service Terms and Conditions

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

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

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

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for the additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove that Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER Contact

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

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it

under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

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

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) years after the accrual of such cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writing unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Texas.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
MOTOROLA SOLUTIONS, INC.
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Motorola Solutions, Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at Park West C-2, 1507 LBJ Freeway, Farmers Branch, Texas 75234.

ARTICLE 1:

SCOPE OF SERVICES

The parties have entered into a **Radio Communication/Emergency Response & Mobile Interoperability Equipment** Contract to become effective as of May 1, 2015, and to continue through April 30, 2018 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Radio Communication/Emergency Response & Mobile Interoperability Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Radio Communication/Emergency Response & Mobile Interoperability Equipment** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2:

THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **RA05-15**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **RA05-15**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3:

LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4:

APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5:

INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6:

END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User

Agreements surviving termination of this Contract between H-GAC and CONTRACTOR .

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize H-GAC and/or END USER to audit confidential information regarding product cost.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to H-GAC on a basis that provides prices more favorable than those provided to H-GAC, CONTRACTOR shall within ten (10) business days thereafter notify H-GAC of that offering. The contract with H-GAC shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same quantity discount to H-GAC and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to H-GAC.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term "pre-existing contracts" shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e. 5/1/15.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "Communications System" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine. *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:

DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13:

LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:

LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15:

TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:

TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17:

CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:

GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19:

PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS

1. All Cooperative Purchasing business will be processed in accordance with H-GAC's policies and procedures, at contracted prices, and shall include approved order processing charges.
2. END USER will access the Cooperative Purchasing Program through the H-GAC website and /or by submission of any duly

executed purchase order to a contractor having a valid contract with H-GAC and in a format acceptable to H-GAC.

3. **END USER** will submit order(s) electronically through **CONTRACTOR'S** on-line ordering process or issue Purchase Order(s) directly to **CONTRACTOR** at contract prices, and also submit a copy to **H-GAC**.
4. The **H-GAC CONTRACTOR** will deliver products/services as specified by the contract between **CONTRACTOR** and **H-GAC**, and invoice each **END USER** for (1) products/services purchased and (2) **H-GAC'S** applicable order processing charge.
5. Upon delivery, acceptance, and receipt of an **H-GAC CONTRACTOR'S** documented invoice, **END USER** shall pay the **H-GAC CONTRACTOR** the full amount of the invoice.
6. For orders of less than \$100,000, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to **H-GAC** on a monthly basis. For orders of \$100,000 or more, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case not later than forty-five (45) calendar days after receipt of End User payment by **Motorola**.
7. Failure to promptly remit **H-GAC'S** order processing charges may result in sanctions including, but not limited to, contract termination.
8. **CONTRACTOR** shall be responsible for delivery and acceptance of each unit by **END USER**, according to the requirements of the specifications, this Contract, and purchase order issued to **CONTRACTOR** by an **END USER**. All required equipment tests shall be borne by **CONTRACTOR**.
9. **CONTRACTOR** shall promptly provide **H-GAC** and **END USER** with all information pertaining to delivery schedules. **CONTRACTOR** shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are F O B **END USER'S** location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the **H-GAC CONTRACTOR** prior to receipt of **END USER'S** purchase order for delivery of any products/services has received **H-GAC'S** prior written approval for any price increases.
12. The **H-GAC CONTRACTOR** agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** order processing charge. The **CONTRACTOR** agrees to encourage **END USERS** to execute authorizing Interlocal contracts with **H-GAC**.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER'S** purchase order is placed.

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER'S** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER'S** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER'S** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER'S** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.


IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



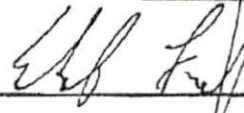
Jack Brodie, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:



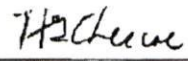
Daidro Vick, Director of Public Services
Date: May 5, 2015

Signed for Motorola Solutions, Inc.
Farmers Branch, Texas:



Printed Name & Title: Edward Fuerst MSSSI Vice President
Date: 4/30 2015

Attest for Motorola Solutions, Inc.
Farmers Branch, Texas:



Printed Name & Title: Howard Chercoe MSSSI V.P.
Date: 4/30 2015

Attachment A
Motorola Solutions, Inc.
Radio Communication/Emergency Response & Mobile Interoperability Equipment
Contract No.: RA05-15

Product Category	Description	Base Offered Price
OA, OB, OC	<i>Per the RFP Motorola has included an Electronics Catalogue (ECAT disk) on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i>	See APC Discounts per ECAT Pricebook Effective 2/14/2015
OD	Motorola Integration Services LMR	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	Project Management Daily Rate*	\$ 1,818.00
OD	System Technologist Daily Rate*	\$ 2,173.00
OD	Standard Shop Installation: Hourly Rate*	\$ 150.00
OD	Standard Shop Installation: Daily Rate*	\$ 1,200.00
OD	Mobile Radio Installation*	\$180-\$500
OD	Radio Programming*	\$55-\$125
OD	Data Installation*	\$180-\$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
OD	Motorola Integration Services Advanced Services	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	NG9-1-1 Consoling Services-Daily Rate*	\$1,694
OD	Security Project/Program Management-Daily Rate*	\$1,694
OD	Wireless Security Technician-Daily Rate*	\$1,580
OD	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,580
OD	Secutry Trainer-Daily Rate*	\$1,328
OD	Application Security Code Reviewer-Daily Rate*	\$2,033
OD	IT Incident Response and E-Discovery Assitance-Daily Rate*	\$1,694
OD	IT Disaster Recovery Planner-Daily Rate*	\$1,580
OD	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,580
OD	Buisness Continuity/Continuity of Government Planner-Daily Rate*	\$1,580
OD	Buisness Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,580
OD	Mobile Application Services Project Management-Daily Rate*	\$565
OD	Mobile Application Services Solution Architech-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Design-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Project Management-Daily Rate*	\$1,694
OD	Application Integration and Customization Services Solution Architech-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,694
OD	Unified Communications Services Project Management-Daily Rate*	\$1,694
OD	Unified Communications Services Solution Architech-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Design-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,694

Use or disclosure of this proposal is
subject to the restrictions on the
disclosure page.

OD	Consulting Services Project Management-Daily Rate*	\$1,694
OD	Consulting Services System Engineer-Daily Rate*	\$1,694
OD	Consulting Services Solution Architech-Daily Rate*	\$2,033
OD	Consulting Services Internet Protocol Network Accessment-Daily Rate*	\$2,033
OD	Consulting Services IP Network Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	\$2,033

APC DISCOUNTS PER ECAT PRICEBOOK

001	Portable Radiophone (Portables)	20%
020	CAD Equipment	List
039	CAD Equipment	5%
068	CAD Equipment	10%
232	CAD Equipment	5%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
548	CAD Equipment	10%
702	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
153	Data Appllcations	15%
343	Data Appllcations	10%
670	Data Applications	List
766	Data Applications	List
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	13.50%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

904	Lifecycle Services	List
905	Lifecycle Services	List
051	LTE	10%
052	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
375	LTE	List
708	LTE	17%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	26.50%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	10%
500	Mobile Stations	25%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
422	MOTOTRBO	10%
475	MOTOTRBO	10%
516	MOTOTRBO	10%
557	MOTOTRBO	10%
563	MOTOTRBO	10%
777	MOTOTRBO	10%
131	Network Products	10%
147	Network Products	10%

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.

207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Recievers	15.00%
839	Paging/Recievers	15%
940	Paging/Recievers	15%
941	Paging/Recievers	15%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
037	Portable Radiophone (Portables)	10%
087	Portable Radiophone (Portables)	10%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	20%
456	Portable Radiophone (Portables)	20%
458	Portable Radiophone (Portables)	20%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	20%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	33.50%
687	Portable Radiophone (Portables)	20%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25.00%
756	Portable Radiophone (Portables)	25.00%

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785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
279	Records Management Software	List
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List
769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
85	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
080	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
606	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%

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