

H-GAC Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and Brazoria County, Texas ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

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

WHEREAS, Motorola desires to sell a Communications System to Customer; 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 Customer) has solicited proposals for 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 No. RA05-21 executed on September 28, 2021, (the "H-GAC Contract"), which provided that End Users may purchase communications and related equipment and services from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Special Provisions, Articles 2 and 6 of the H-GAC Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of communications and related equipment and services from Motorola by the Customer. For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement. Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description and Acceptance Test Plan" dated 5/19/23

C-2 "Pricing Summary & Equipment List" dated 5/15/23

C-3 "Statement of Work and Timeline" dated 5/19/23

Exhibit D "System Acceptance Certificate"

Exhibit E "H-GAC Contract No. RA05-21"

Exhibit F "Addendum A - Applicable Order Processing Charge"

Exhibit G "Federal Requirements – ARPA"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and Exhibit E, and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) Exhibit E "H-GAC Contract No. RA05-21" shall take precedence over this entire Agreement, Addenda, and other Exhibits; 2) Exhibit G takes precedence over exhibits A through F; 3) the main body of this Agreement takes precedence over exhibits A, B, C, D, and F (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through F will be resolved in their listed order as noted above, except that Exhibits E and G, shall prevail over this entire Agreement and Addenda in the event of a conflict or any inconsistency, and 4) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits, except Exhibits E and G.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

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

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, and user accounts and passwords at either the System level or box level. Customer's personnel with

access to the Administrative User Credentials may be referred to as the Administrative User.

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

“Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, including the H-GAC administrative fee, but excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“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.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

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

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

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

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement. The Scope of Work is included as Exhibit C.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum. Motorola acknowledges that Customer's payment obligations to Motorola are payable only from funds appropriated for the then current Customer's fiscal year and available for the purpose of the Contract. Customer shall provide Motorola with prompt notice of failure of Customer to receive adequate appropriations to satisfy its obligations under the Contract if funds sufficient to pay its obligations under the Agreement are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third-party funding source. If a Customer has accepted delivery of any products or services performed through the date of termination, the Customer is obligated to pay for the products or services.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

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

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

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

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

Section 4 SERVICES 4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. 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 applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase

order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Subject to public information act requests, subpoena, or court order, and with exception for disclosures to third parties as required by law and/or regulations, any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under 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. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not directly solicit the employment 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 will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. Subject to public information act requests, subpoena, or court order, and with exception for disclosures to third parties as required by law and/or regulations, the Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance. Schedule is included in Exhibit C.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement. Motorola acknowledges that Customer's payment obligations to Motorola are payable only from funds appropriated for the then current Customer's fiscal year and available for the purpose of the Contract. Customer shall provide Motorola with prompt notice of failure of Customer to receive adequate appropriations to satisfy its obligations under the Contract if funds sufficient to pay its obligations under the Agreement are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third-party funding source. If a Customer has accepted delivery of any products or services performed through the date of termination, the Customer is obligated to pay for the products or services.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is \$3,998,732.00, which includes the H-GAC administrative fee. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of the Motorola/H-GAC Contract No. RA05-21. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon receipt. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

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

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

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

Name: _____
Address: _____

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

Name: _____
Address: _____
Phone: _____

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

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

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

Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

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

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services 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. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

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

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

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

Section 11 DELAYS

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

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, and after notice and agreement with the customer, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

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

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

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

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

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in Brazoria County, State of Texas. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in Brazoria County, State of Texas over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 TERMINATION

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

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, 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 Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer 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. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

13.3 **FURTHER CLARIFICATION** Motorola acknowledges that this Agreement may be terminated for Convenience or Default. Customer will not pay expenses incurred after the termination date of the contract. NOTWITHSTANDING, if the Customer has accepted the delivery of any products or services through the date of termination, the Customer is obligated to pay for the products or services. In the event of any conflict regarding termination or default, this subsection, namely, 13.3, shall prevail.

A. Convenience

Customer may terminate this Agreement at any time, in whole or in part, with or without cause, whenever Customer determines that for any reason such termination is in the best interest of Customer, by providing thirty (30) days written notice by certified mail to Motorola. Upon receipt of notice of termination, all services hereunder of the Motorola and its employees and subcontractors shall cease to the extent specified in the notice of termination. If the Customer has accepted delivery of any products or services performed through the date of termination, the Customer is obligated to pay for the products or services.

Motorola may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to Customer via certified mail. Motorola may not give notice of cancellation after it has received notice of default from Customer.

B. Default

Customer may, by written notice of default to Motorola, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If Motorola fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If Motorola fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by Customer in writing) after receiving written notice by certified mail of default from Customer.
- (3) In the event of such termination, Motorola will notify Customer of any outstanding Purchase Orders and Customer will notify Motorola to what extent the Customer wishes Motorola to complete the Purchase Order. If Motorola is unable to do so, Motorola may be subject to a claim for damages from Customer.

Section 14 INDEMNIFICATION

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

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

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

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the 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 Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 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 Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the 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 Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **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, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. Subject to public information act requests, subpoena, or court order, and with exception for disclosures to third parties as required by law and/or regulations, during the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. Subject to public information act requests, subpoena, or court order, and with exception for disclosures to third parties as required by law and/or regulations, all Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by

Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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

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

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

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

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

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

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

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer 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 using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the 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 Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

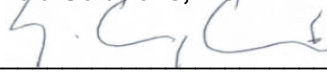

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements,

proposals, and understandings, whether written or oral, relating to this subject matter. In the event of a conflict between any provision or portion of this Agreement and Exhibits, Exhibit E - "H-GAC Contract No. RA05-21" and Exhibit G - "Federal Requirements - ARPA" shall prevail and supersede any conflict. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, 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 be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or 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.

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

Motorola Solutions, Inc.

Customer

By:  By: 

Name: _Clay Cassard_____ Name: __L.M. "Matt" Sebesta, Jr._____

Title: _Territory Vice President_____ Title: ____Brazoria County Judge_____

Date: __8/29/2023_____ Date: ____09/01/2023_____

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Brazoria County, Texas ("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 proprietary software and affiliated 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; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

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) except as required by law or regulation, 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) except as required by law or regulation, 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 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

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Section 12 NOTICES

Notices are described in the Primary Agreement.

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13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. 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.

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

Exhibit B
PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

- 1. 25% of the Contract Price due upon completion of Contract Design Review;**
- 2. 60% of the Contract Price due upon shipment of equipment from Staging;**
- 3. 10% of the Contract Price due upon installation of equipment; and**
- 4. 5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan. The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates. The qualifications of each type and level of resource are defined in the tables found at

<https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.



Proposal

Brazoria County, Texas

Communications Tower for Brazoria County Sheriff's Office

May 19, 2023

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PS-000146364

Table of Contents

Section 1

System Description and Acceptance Test Plan (ATP) 1-1

1.1 System Description.....1-1

1.1.1 System Overview..... 1-1

1.1.2 ASTRO 25 RF Site 1-1

1.1.3 Microwave Design 1-5

1.1.4 Rack diagrams..... 1-25

1.1.5 Power Requirements 1-27

1.1.6 Cutover 1-27

1.1.7 Design Assumptions..... 1-28

1.2 System Acceptance Procedures.....1-29

Section 1

System Description and Acceptance Test Plan (ATP)

1.1 System Description

1.1.1 System Overview

Motorola Solutions is pleased to propose to Brazoria County a single ASTRO® 25 Simulcast Site with a GTR 8000 Expandable Site Subsystem (ESS) in the 7/800 MHz band. The proposed simulcast site will be part of Brazoria County's existing 3-site simulcast system. The new site equipment will be installed on a new tower located in the City of Manvel. The new tower included in this proposal will be a 440 foot guyed tower and includes a 12 foot by 16 foot shelter, a backup generator and a 1000 gallon propane tank. New transmit and receive antennas are being proposed to replace the antennas at the existing sites: Angleton, Brazoria, Freeport (Clute). The replacement antennas for the existing sites have been engineered to improve the existing coverage in addition to allow for the inclusion of the coverage the new Manvel site will provide. The new site will tie-into the existing simulcast via microwave. A new microwave network is also being proposed that will replace the aging existing microwave network at the three existing sites.

The Manvel simulcast site will consist of nine (9) trunked channels; GTR 8000 base radios, a combiner, a multicoupler, both TX and RX antenna assemblies and be FDMA and TDMA capable. Licensing for the nine channels is included in this proposal.

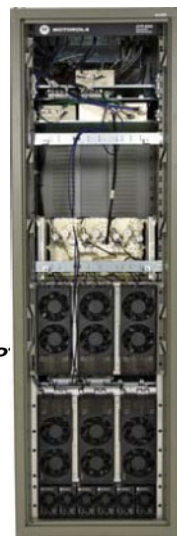
1.1.2 ASTRO 25 RF Site

The proposal includes one (1) ASTRO 25 simulcast site that will consist of a nine (9) CH GTR 8000 Expandable Site Subsystem (ESS) with antenna assembly for TX and RX and be both FDMA and TDMA capable.

ASTRO 25 Expandable Site Subsystem (ESS)

For trunked system applications, the GTR 8000 site repeater is deployed in an Expandable Site Subsystem (ESS) configuration that can integrate up to six (6) repeaters in a single rack. This innovative racking system features streamlined cabling and front-access service ports to make more efficient use of limited site space.

The GTR 8000 repeater is a software-defined radio that includes both the Motorola Solutions Configuration Services Software (CSS) and a downloading utility to make repeater installation and updates more efficient. This also reduces the time and effort required to add new RF site features as they are released by Motorola Solutions. Other GTR features that reduce the Total Cost of Ownership (TCO) of the RF site include:



- **Station Alignment:** Only one alignment process is required to ensure the highest signal quality and optimal performance.
- **Hot-Swappable Modules:** Service and replacement of key components can occur without RF site down-time
- **Spares:** The entire G-series platform is assembled from six basic modules, which reduces the number of spare and replacement parts that must be stocked
- **Reliability:** Each station monitors its power intake and if a drop in voltage is detected, the station will switch over to battery power (if available); in combination with regulated battery charging, this feature eliminates the need for an uninterruptible power supply (UPS) in many installations.

A GTR 8000 Expandable Site Subsystem contains two DSC 8000 Site Controllers/Reference Distribution Modules(RDM), which provide protection against a single point of failure. Each site controller is programmed with a set of rules that determine which of the two assumes the role of primary controller initially and when it is necessary for the other controller to take over the operation of the subsystem. If the active site controller fails, the other site controller automatically takes control of the site.

Note: In configurations with more than one cabinet/rack, it is not necessary to include site controllers in every cabinet/rack. In add-on cabinets/racks, Expansion Hubs (Xhubs) are used instead of site controllers to provide network and reference connections between cabinets/racks.

A GTR 8000 Expandable Site Subsystem can contain Radio Frequency Distribution System (RFDS) equipment; providing the interface between the base radios and site antennas. Radio frequency distribution at a GTR 8000 Expandable Site Subsystem is accomplished through equipment that includes the receive and transmit antennas, multicoupler and combiner.

GTR 8000 Expandable Site Subsystem Configuration

For a GTR 8000 Expandable Site Subsystem, the GTR 8000 Base Radio can operate as a trunked 700/800 MHz station. For the trunked station, each individual base radio has an Ethernet connection and a frequency reference connection to the site controller.

- **Transmit:** A maximum of twelve (12) base radios per antenna can be combined. So, two (2) cabinets/racks (six (6) base radios in each) can be combined per transmit antenna.
- The cabinets/racks must be located next to each other. No doors can be installed on the sides that face each other.
- The cabinet/rack connected to the transmit antenna must be configured with a TX filter (if both cabinets/racks are the same band) or diplexer (if a different band other than cabinet/rack).
- The other cabinet/rack must be configured with a phasing harness (if both cabinets/racks are the same band) or diplexer extension cable (if a different band than other cabinet/rack). Cabinets/racks connected by a phasing harness or diplexer extension cable must be one inch apart or less.
- All necessary TX RF interconnect cables (critical length) are provided in these options. The interconnect cable goes directly between RFDS components of the two cabinets/racks without using the junction panel. The output TX antenna connection is a 7/16 DIN on the junction panel.
- **Receive:** All three cabinets/racks (18 radios) can be connected to a single receive antenna. A connection point is provided on the junction panel with output for the other cabinets/racks.

Cables that connect the cabinets/racks are not provided. There is a Site Preselector in cabinets/racks that connect to the RX antenna.

- **Ethernet:** The Ethernet connection supports CSS connections. Each Expansion Hub in the expansion cabinets/racks contains an incremental 8-port Ethernet switch which augments, in a hierarchical fashion, the main switch in the site controller, and subsequently supports six (6) additional base radios.
- **700 MHz Cabinet/Rack Connected to 800 MHz Cabinet/Rack:** For side-by-side dual band cabinets/racks (a 700 MHz cabinet/rack connected to an 800 MHz cabinet/rack) the following is required, in addition to the transmit configuration requirements previously listed: only one (1) TX antenna is needed, only one (1) RX antenna is needed, a diplexer is used instead of a transmit filter in one of the cabinets/racks and the TX connection between combiners is a diplexing extension cable instead of the phasing harness used for single-band cabinets/racks.

Figure 1-1 depicts the proposed ASTRO Repeater site layout and connectivity to the antenna system.

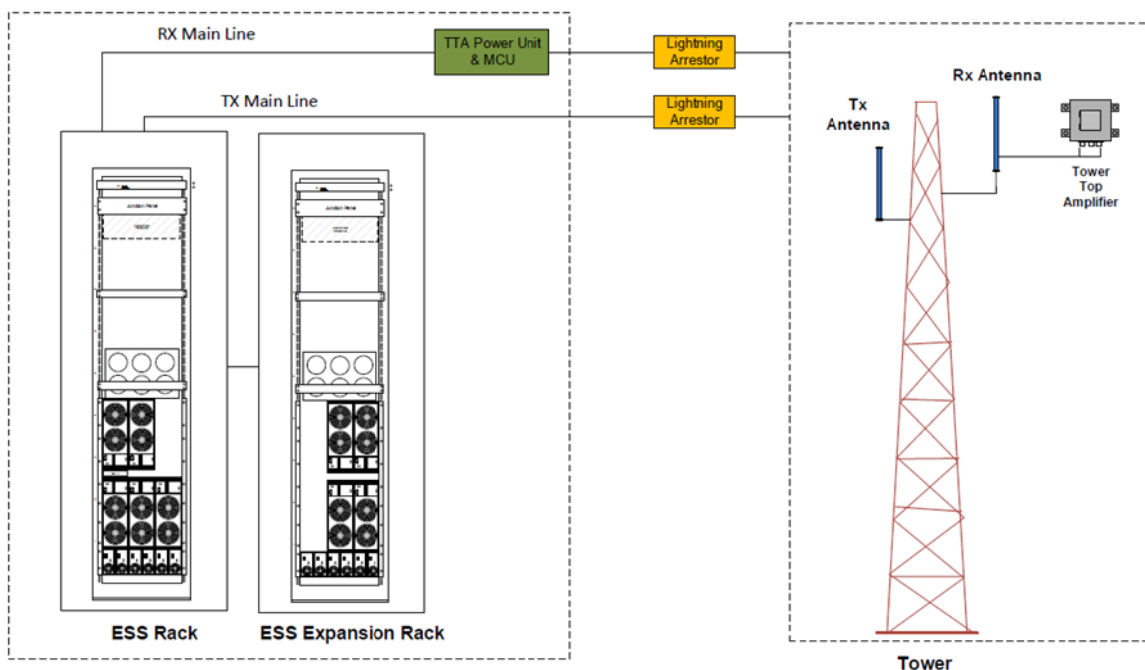


Figure 1-1: ASTRO Repeater Site Layout

GTR 8000 Site Repeater/Base Radio

The GTR 8000 Base Radio consists of a transceiver module, power amplifier module, fan module, and power supply. The transceiver module includes the functionality for the exciter, receiver, and station control. The base radio software, configuration, and network management, as well as inbound/outbound traffic handling, are performed through this transceiver module. On-board serial and Ethernet ports are located on this module for local servicing via CSS. The power amplifier module amplifies the low-level modulated RF signal from the transceiver module and delivers the amplified signal on the path to the transmit antenna. The power supply module supports the transceiver and power amplifier modules, and can also provide auxiliary power to a connected site controller or Receive Multicoupler/Low Noise Amplifier (RMC/LNA).

Base Radios

A base radio or repeater is an RF station that serves as the RF link between the system and the mobiles and portables. Base radios in a trunked system have two primary interfaces: a receiver to pick up the RF signal from the subscriber radios and a transmitter to send RF signals to the subscriber radios.

Antenna systems for the base radios are usually located on top of high structures such as buildings, hills or towers. Base radios are normally located close to their antennas in order to minimize the losses inherent in the cables connecting the base radios to the antennas.

In a single-site system, the signal that comes in at the receiver is immediately passed to the transmitter for transmission to the subscriber radios within the coverage area.

Standard trunked base radios can operate in one of two modes: control channel or voice channel:

- **Control Channel:** The site controller controls and monitors the operation for the system and makes channel assignments. The controller must be able to communicate with all radios in the system to receive call requests and send channel assignments to the radio in the field. This is the role of the control channel. Each system has one of its channels assigned to function as a control channel. The other channels are used for voice communication. The control channel is the RF interface between the central controller and the radios. It is always active and transmits and receives the data traffic required to monitor and control the operation of subscriber radios. The subscriber radios are in communication with the control channel as long as they are not involved in a call.
- A radio uses the control channel to send in call requests or to receive call assignments. A radio always tunes to the control channel except when it is assigned to a call on a voice channel. When a call is completed, the radios involved in the call switch back to the active control channel.
- To make a talkgroup call on a trunked system, a radio user presses the PTT (Push to Talk) button on the radio. A call request is sent over the control channel to the controller. The controller assigns a channel to the user's talkgroup and sends out an assignment message over the control channel telling all radios that have that particular talkgroup selected to switch to a specific voice channel.
- All active radios in that talkgroup automatically switch to the assigned voice channel. When a radio user initiating the call begins speaking, the transmission is received by the repeater at the site and transmitted back out. Subscriber radios in the talkgroup receive the radio signal, process the signal to separate the audio from the RF and send the audio signal to the local speaker so the users can hear the message.
- Subscriber radios in the system send a signal to the controller, through the control channel, indicating their unique identification and talkgroup selection. This signal is sent whenever a subscriber radio is powered up or the radio user changes the position of the talkgroup selector. This process is known as Affiliation.
- The **Voice Channel** is the name applied to the base radios assigned to transmit and receive voice information. When one of the members of a talkgroup requests voice channel services, the talkgroup is assigned its own voice channel for the duration of the call. A talkgroup that is assigned to channel 3 cannot be heard by members of a talkgroup assigned to channel 9.

DSC 8000 Site Controller / Reference Distribution Module

The DSC 8000 Site Controller is used at an ASTRO 25 trunking site to assign voice and data channels, manage and report alarms on site resources, provide Ethernet switching capability, and provide a frequency reference to the GTR 8000 Base Radios. The DSC 8000 Site Controller platform replaces the GCP 8000 Site Controller and GPB 8000 Reference Distribution Module (RDM) for Trunking Repeater Sites and Simulcast Subsites. Trunking Repeater Sites utilize the DSC 8000 Repeater Site Controller and Simulcast Subsites utilize the DSC 8000 Reference Distribution Module.



The DSC 8000 controller is a new computing platform developed by Motorola Solutions that is planned to also be used for other future products. It contains a server and embedded LAN switch providing more processing power and additional ports, eliminating the need for an external LAN switch. Redundant DSC 8000 controllers provide a redundant LAN between the controller and base radios. The DSC 8000 controller can also provide an integrated time/frequency reference using GNSS receivers and an optional Rubidium module as a backup reference. This can eliminate the need for a 3rd party time/frequency reference and eliminates or minimizes site visits for frequency tuning servicing. The DSC 8000 controller has enhanced security capabilities and a refreshed configuration interface to streamline installation and maintenance.

The site controller processes inbound and outbound data traffic, assigns base radios for voice channel access and generally monitors and maintains order in the system. The controller maintains a database that keeps track of each subscriber radio's Unit ID and the current talkgroup to radio affiliation.

The controller in a single-site system performs the following call processing functions:

- Service Call Requests.
- Recovers and Decodes Inbound Signal Requests.
- Maintain a Database of Active Radios and their System Permissions.
- Receives Group Affiliations.
- Checks Call Access Privileges.
- Issues Call Grants.
- Monitors and Controls each Call Sequence.
- Maintains a List of Subscriber Radios that are Waiting for Repeater Assignments.
- Selects the Control Channel.

1.1.3 Microwave Design

Motorola Solutions has partnered with Infinity to offer a microwave backhaul for Brazoria County based on Nokia's Wavence Microwave. The proposed solution provides end-to-end, best in class, flexible and scalable service architecture.

Path Design Considerations

The new microwave solution will replace the existing microwave network while adding in the new Manvel site. The existing sites Angleton, Brazoria and Freeport (Clute) will remain in a ring configuration while the Manvel site will be a spur off of the Angleton site. The Manvel spur will be equipped with a hot-standby radio should one radio fail.

The proposed ring paths were calculated at 65 Mbps with an annual reliability (2-way multipath + Rain) goal of 99.999% at 10e-6 and the Manvel spur link with an annual reliability goal of 99.9999% at 10e-6 all using the 6 GHz band and Commscope brand antennas.

All path links were design for a minimum fade margin of 30db with the following clearance criteria:

- Main antennas - 100% 1st Fresnel zone over $K=4/3$ and Grazing over $K=0.4$.
- Space diversity antenna – 60% 1st Fresnel zone over $K=4/1$.

Before system implementation, a microwave path engineering survey will be conducted on all paths. The objective of this survey is “information verification” to confirm the information to be used for clearance and engineering performance objectives. This confirmation includes site location (latitude/longitude coordinates), elevation above mean sea level (AMSL), accurate measurement of path obstructions along the path (i.e. trees and buildings, electrical transmission lines, cellular towers, the presence of reflective surfaces) and general compilation of local climate information.

At locations with existing towers, pre-determined azimuths and centerlines will be checked for availability/adaptability in terms of proposed antenna mounting.

Antenna System

The antennas proposed for this system are Commscope in 6 foot sizes to achieve the desired reliability. All the antennas are Category “A” per US FCC part 101. The proposal includes antenna and line installation. If any special mounting is required, customer will be responsible to provide the tower mounts.

Power System

Our proposal includes Eltek Flatpack S DC redundant rectifiers to provide 48 VDC to the microwave radios. The Flatpack S rectifiers have an efficiency of up to 91%. This high efficiency translates into significant, ongoing AC power savings for the life of the system. The assembly will contain individual DC circuit breakers, distribution panel, voltage and current continuous metering capabilities, high/low DC voltage disconnect switching and all necessary maintenance and management alarm and control functions. Chargers will be provided in redundant arrangement with units of identical capacity and type working on a load-sharing basis during normal operation. Solid state monitoring by the power board will be continuous and automatic switchover employed in the event of failure of either unit. Upon switchover the surviving rectifier will be able to carry the entire microwave site load plus growth and provide 8 hours of run-time in the event of any loss of AC power as well as 8 hour recharged time once AC power is restored.



Battery System

Northstar Front Terminal batteries are designed using proven gas recombination technology which removes the need for regular water addition by controlling the evolution of hydrogen and oxygen during charging. This technology provides the user with the freedom to use lead acid batteries in a wide range of applications. The minimal level of gas production allows battery installation in cabinets or on stands, in offices or near main equipment, thus maximizing space utilization and reducing battery accommodation costs. The batteries will be rack mounted in EIA standard relay racks for floor space conservation and have been sized to provide 8 hours of standby operation at each site.

Spares

Set of spare parts for the Wavence radios and Eltek Power Systems are included with this proposal.

Services

Motorola Solutions has proposed the following services to support the microwave network including:

- Path Survey Engineering and Technical Report .
- Program Management.
- FCC Frequency Coordination and Licensing.
- Project Engineering.
- Manufacturing.
- Installation of Radio and Antenna Systems.
- Acceptance Test Plan.
- Integration.
- 1 year factory warranty.
- 24/7 Telephone technical support.

Path Profile and Calculations

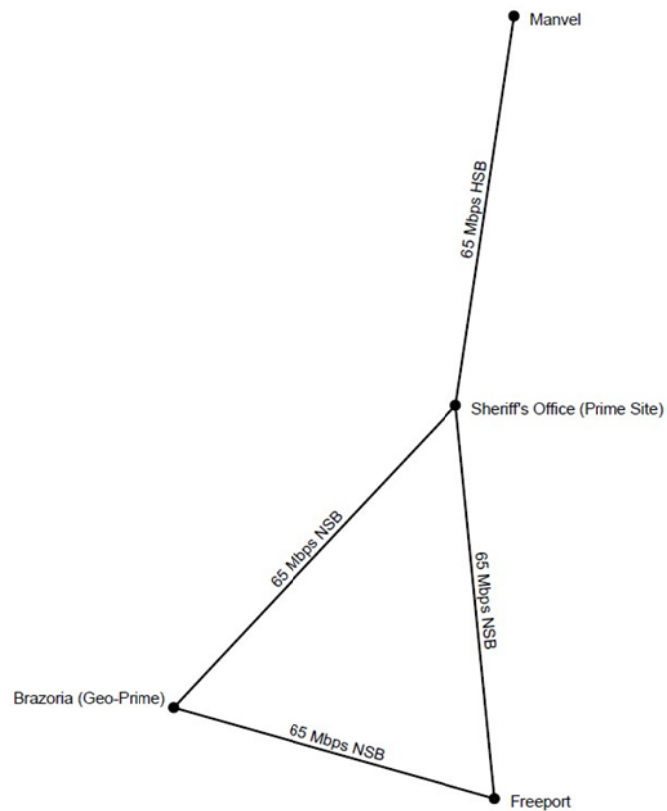
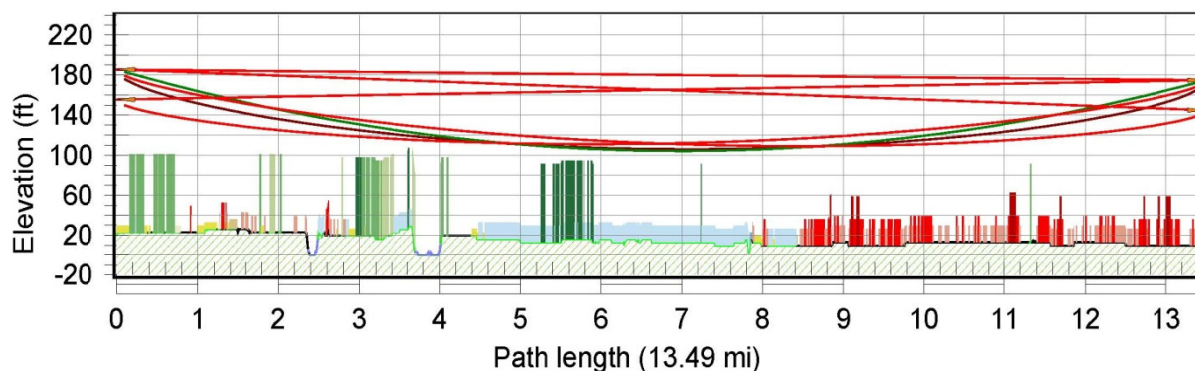


Figure 1-2: Microwave System Map



Brazoria (Geo-Prime)		Frequency (MHz) = 6700.0	Freeport	
Latitude	29 03 57.00 N	Main 1 K = 1.330 %F1 = 100.00	Latitude	29 00 44.00 N
Longitude	095 35 53.00 W	Main 2 K = 0.400	Longitude	095 23 01.00 W
Azimuth	105.83°	Divr 1 K = 1.330 %F1 = 60.00	Azimuth	285.93°
Elevation	21 ft ASL		Elevation	10 ft ASL
Antenna CL	165.0, 135.0 ft AGL		Antenna CL	165.0, 135.0 ft AGL



Transmission details (Brazoria (Geo-Prime)-Freeport.pl6)

	Brazoria (Geo-Prime)	Freeport
Latitude	29 03 57.00 N	29 00 44.00 N
Longitude	095 35 53.00 W	095 23 01.00 W
True azimuth (°)	105.83	285.93
Vertical angle (°)	-0.08	-0.06
Elevation (ft)	20.51	9.84
ASR	1048160	1283492
Tower height (ft)	580.00	350.00
Antenna model	HX6-6W (TR)	HX6-6W (TR)
Antenna file name	hx6-6w	hx6-6w
Antenna gain (dBi)	39.10	39.10
Antenna height (ft)	165.00	165.00
Orientation loss (dB)	0.00	0.00
TX line model	EW63	EW63
TX line unit loss (dB/100 ft)	1.36	1.36
TX line length (ft)	195.00	195.00
TX line loss (dB)	2.65	2.65
Connector loss (dB)	0.50	0.50
TX filter loss (dB)	1.30	1.30
RX filter loss (dB)	2.30	2.30
Antenna model	HX6-6W (DR)	HX6-6W (DR)
Antenna file name	hx6-6w	hx6-6w
Antenna gain (dBi)	39.10	39.10
Antenna height (ft)	135.00	135.00
Orientation loss (dB)	0.00	0.00
TX line model	EW63	EW63
TX line unit loss (dB/100 ft)	1.36	1.36
TX line length (ft)	165.00	165.00
TX line loss (dB)	2.25	2.25
Connector loss (dB)	0.50	0.50
RX filter loss (dB)	2.30	2.30
Frequency (MHz)	6700.00	
Polarization	Vertical	
Path length (mi)	13.49	
Free space loss (dB)	135.72	

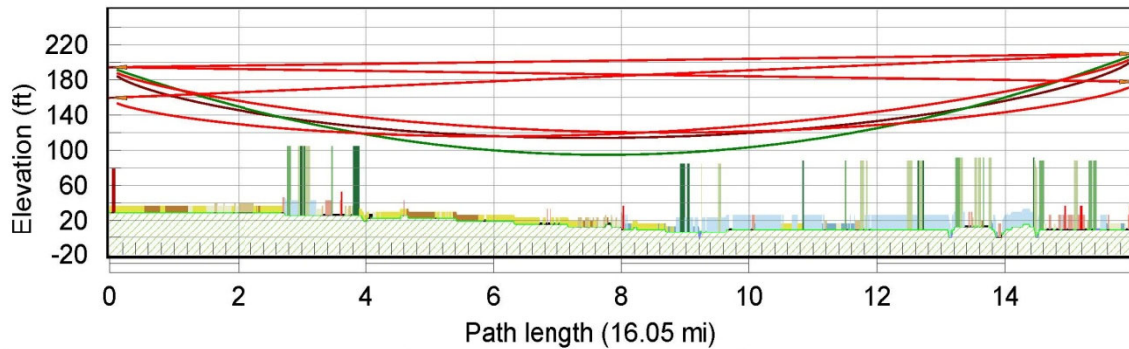


	Brazoria (Geo-Prime)	Freeport
Atmospheric absorption loss (dB)	0.36	
Main net path loss (dB)	67.79	67.79
Diversity net path loss (dB)	67.38	67.38
Configuration	NSB-SD Diplexer Main	NSB-SD Diplexer Main
Radio model	WWCE67-L1-512F10S-67	WWCE67-L1-512F10S-67
Radio file name	wvce67_l_512f10s_67	wvce67_l_512f10s_67
TX power (dBm)	31.50	31.50
Emission designator	10M00D7W	10M00D7W
EIRP (dBm)	66.15	66.15
RX threshold criteria	1E-6 BER	1E-6 BER
RX threshold level (dBm)	-73.00	-73.00
Main receive signal (dBm)	-36.29	-36.29
Diversity receive signal (dBm)	-35.88	-35.88
Thermal fade margin (dB)	37.12	37.12
Dispersive fade margin (dB)	67.00	67.00
Dispersive fade occurrence factor	1.00	
Effective fade margin (dB)	37.11	37.11
Climatic factor	3.00	
Terrain roughness (ft)	20.00	
C factor	9.87	
Average annual temperature (°F)	54.91	
Fade occurrence factor (Po)	4.064E-01	
SD improvement factor	161.12	161.12
Worst month multipath availability (%)	99.99995	99.99995
Worst month multipath unavailability (sec)	1.29	1.29
Annual multipath availability (%)	99.99999	99.99999
Annual multipath unavailability (sec)	4.24	4.24
Annual 2 way multipath availability (%)	99.99997	
Annual 2 way multipath unavailability (sec)	8.49	
Polarization	Vertical	
Rain region	Houston, Texas	
Critical rain rate (mm/hr)	524.08	
Flat fade margin - rain (dB)	37.12	
Rain attenuation (dB)	37.16	
Annual rain availability (%)	99.99998	



	Brazoria (Geo-Prime)	Freeport
Annual rain unavailability (min)	0.10	
Annual rain + multipath availability (%)	99.99995	
Annual rain + multipath unavailability (min)	0.24	

Multipath fading method - Vigants - Barnett
Rain fading method - Crane



Sheriff's Office (Prime Site) Latitude 29 14 39.00 N Longitude 095 24 34.00 W Azimuth 174.41° Elevation 30 ft ASL Antenna CL 165.0, 130.0 ft AGL	Frequency (MHz) = 6700.0 Main 1 K = 1.330 %F1 = 100.00 Main 2 K = 0.400 Divr 1 K = 1.330 %F1 = 60.00	Freeport Latitude 29 00 44.00 N Longitude 095 23 01.00 W Azimuth 354.42° Elevation 10 ft ASL Antenna CL 200.0, 168.0 ft AGL
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Transmission details (Sheriff's Office (Prime Site)-Freeport.pl6)

	Sheriff's Office (Prime Site)	Freeport
Latitude	29 14 39.00 N	29 00 44.00 N
Longitude	095 24 34.00 W	095 23 01.00 W
True azimuth (°)	174.41	354.42
Vertical angle (°)	-0.08	-0.10
Elevation (ft)	29.53	9.84
ASR	1057358	1283492
Tower height (ft)	450.00	350.00
Antenna model	HX6-6W (TR)	HX6-6W (TR)
Antenna file name	hx6-6w	hx6-6w
Antenna gain (dBi)	39.10	39.10
Antenna height (ft)	165.00	200.00
Orientation loss (dB)	0.00	0.00
TX line model	EW63	EW63
TX line unit loss (dB/100 ft)	1.36	1.36
TX line length (ft)	195.00	230.00
TX line loss (dB)	2.65	3.13
Connector loss (dB)	0.50	0.50
TX filter loss (dB)	1.30	1.30
RX filter loss (dB)	2.30	2.30
Antenna model	HX6-6W (DR)	HX6-6W (DR)
Antenna file name	hx6-6w	hx6-6w
Antenna gain (dBi)	39.10	39.10
Antenna height (ft)	130.00	168.00
Orientation loss (dB)	0.00	0.00
TX line model	EW63	EW63
TX line unit loss (dB/100 ft)	1.36	1.36
TX line length (ft)	160.00	200.00
TX line loss (dB)	2.18	2.72
Connector loss (dB)	0.50	0.50
RX filter loss (dB)	2.30	2.30
Frequency (MHz)	6700.00	
Polarization	Vertical	
Path length (mi)	16.05	
Free space loss (dB)	137.23	

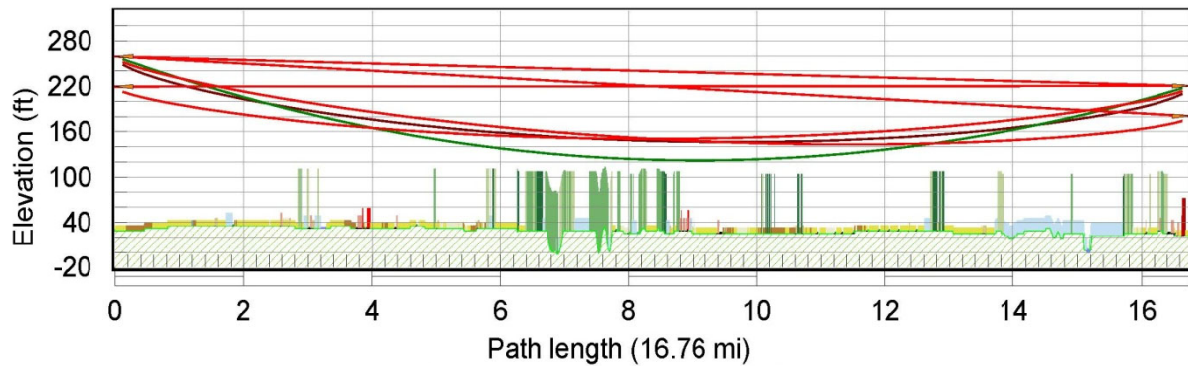


	Sheriff's Office (Prime Site)	Freeport
Atmospheric absorption loss (dB)	0.43	
Main net path loss (dB)	69.84	69.84
Diversity net path loss (dB)	69.37	69.43
Configuration	NSB-SD Diplexer Main	NSB-SD Diplexer Main
Radio model	WWCE67-L1-512F10S-67	WWCE67-L1-512F10S-67
Radio file name	wvce67_l_512f10s_67	wvce67_l_512f10s_67
TX power (dBm)	31.50	31.50
Emission designator	10M00D7W	10M00D7W
EIRP (dBm)	66.15	65.67
RX threshold criteria	1E-6 BER	1E-6 BER
RX threshold level (dBm)	-73.00	-73.00
Main receive signal (dBm)	-38.34	-38.34
Diversity receive signal (dBm)	-37.87	-37.93
Thermal fade margin (dB)	35.13	35.07
Dispersive fade margin (dB)	67.00	67.00
Dispersive fade occurrence factor	1.00	
Effective fade margin (dB)	35.13	35.06
Climatic factor	3.00	
Terrain roughness (ft)	20.00	
C factor	9.87	
Average annual temperature (°F)	54.91	
Fade occurrence factor (Po)	6.839E-01	
SD improvement factor	116.79	96.11
Worst month multipath availability (%)	99.99982	99.99978
Worst month multipath unavailability (sec)	4.72	5.83
Annual multipath availability (%)	99.99995	99.99994
Annual multipath unavailability (sec)	15.55	19.19
Annual 2 way multipath availability (%)	99.99989	
Annual 2 way multipath unavailability (sec)	34.75	
Polarization	Vertical	
Rain region	Houston, Texas	
Critical rain rate (mm/hr)	476.60	
Flat fade margin - rain (dB)	35.07	
Rain attenuation (dB)	35.03	
Annual rain availability (%)	99.99997	



	Sheriff's Office (Prime Site)	Freeport
Annual rain unavailability (min)	0.14	
Annual rain + multipath availability (%)	99.99986	
Annual rain + multipath unavailability (min)	0.72	

Multipath fading method - Vigants - Barnett
Rain fading method - Crane



Sheriff's Office (Prime Site)		Frequency (MHz) = 6700.0		Brazoria (Geo-Prime)	
Latitude	29 14 39.00 N	Main 1 K = 1.330 %F1 = 100.00		Latitude	29 03 57.00 N
Longitude	095 24 34.00 W	Main 2 K = 0.400		Longitude	095 35 53.00 W
Azimuth	222.92°	Divr 1 K = 1.330 %F1 = 60.00		Azimuth	42.83°
Elevation	30 ft ASL			Elevation	21 ft ASL
Antenna CL	230.0, 190.0 ft AGL			Antenna CL	200.0, 160.0 ft AGL



Transmission details (Sheriff's Office (Prime Site)-Brazoria (Geo-Prime).pl6)

	Sheriff's Office (Prime Site)	Brazoria (Geo-Prime)
Latitude	29 14 39.00 N	29 03 57.00 N
Longitude	095 24 34.00 W	095 35 53.00 W
True azimuth (°)	222.92	42.83
Vertical angle (°)	-0.12	-0.07
Elevation (ft)	29.53	20.51
ASR	1057358	1048160
Tower height (ft)	450.00	580.00
Antenna model	HX6-6W (TR)	HX6-6W (TR)
Antenna file name	hx6-6w	hx6-6w
Antenna gain (dBi)	39.10	39.10
Antenna height (ft)	230.00	200.00
Orientation loss (dB)	0.00	0.00
TX line model	EW63	EW63
TX line unit loss (dB/100 ft)	1.36	1.36
TX line length (ft)	260.00	230.00
TX line loss (dB)	3.54	3.13
Connector loss (dB)	0.50	0.50
TX filter loss (dB)	1.30	1.30
RX filter loss (dB)	2.30	2.30
Antenna model	HX6-6W (DR)	HX6-6W (DR)
Antenna file name	hx6-6w	hx6-6w
Antenna gain (dBi)	39.10	39.10
Antenna height (ft)	190.00	160.00
Orientation loss (dB)	0.00	0.00
TX line model	EW63	EW63
TX line unit loss (dB/100 ft)	1.36	1.36
TX line length (ft)	220.00	190.00
TX line loss (dB)	2.99	2.59
Connector loss (dB)	0.50	0.50
RX filter loss (dB)	2.30	2.30
Frequency (MHz)	6700.00	
Polarization	Vertical	
Path length (mi)	16.76	
Free space loss (dB)	137.61	

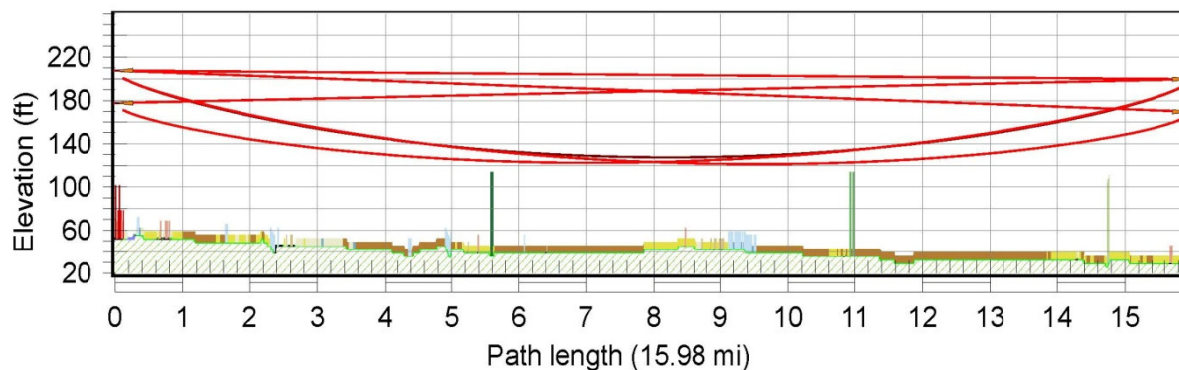


	Sheriff's Office (Prime Site)	Brazoria (Geo-Prime)
Atmospheric absorption loss (dB)	0.48	
Main net path loss (dB)	71.16	71.16
Diversity net path loss (dB)	70.61	70.61
Configuration	NSB-SD Diplexer Main	NSB-SD Diplexer Main
Radio model	WVCE67-L1-512F10S-67	WVCE67-L1-512F10S-67
Radio file name	wvce67_l_512f10s_67	wvce67_l_512f10s_67
TX power (dBm)	31.50	31.50
Emission designator	10M00D7W	10M00D7W
EIRP (dBm)	65.26	65.67
RX threshold criteria	1E-6 BER	1E-6 BER
RX threshold level (dBm)	-73.00	-73.00
Main receive signal (dBm)	-39.66	-39.66
Diversity receive signal (dBm)	-39.11	-39.11
Thermal fade margin (dB)	33.89	33.89
Dispersive fade margin (dB)	67.00	67.00
Dispersive fade occurrence factor	1.00	
Effective fade margin (dB)	33.89	33.89
Climatic factor	3.00	
Terrain roughness (ft)	20.00	
C factor	9.87	
Average annual temperature (°F)	54.91	
Fade occurrence factor (Po)	7.785E-01	
SD improvement factor	109.62	109.62
Worst month multipath availability (%)	99.99971	99.99971
Worst month multipath unavailability (sec)	7.63	7.63
Annual multipath availability (%)	99.99992	99.99992
Annual multipath unavailability (sec)	25.13	25.13
Annual 2 way multipath availability (%)	99.99984	
Annual 2 way multipath unavailability (sec)	50.26	
Polarization	Vertical	
Rain region	Houston, Texas	
Critical rain rate (mm/hr)	456.56	
Flat fade margin - rain (dB)	33.89	
Rain attenuation (dB)	33.92	
Annual rain availability (%)	99.99997	



	Sheriff's Office (Prime Site)	Brazoria (Geo-Prime)
Annual rain unavailability (min)	0.17	
Annual rain + multipath availability (%)	99.99981	
Annual rain + multipath unavailability (min)	1.01	

Multipath fading method - Vigants - Barnett
Rain fading method - Crane



Manvel	
Latitude	29 28 25.00 N
Longitude	095 22 12.00 W
Azimuth	188.57°
Elevation	52 ft ASL
Antenna CL	155.0, 125.0 ft AGL

Frequency (MHz) = 6700.0
Main 1 K = 1.000 %F1 = 60.00
Divr 1 K = 1.330 %F1 = 60.00

Sheriff's Office (Prime Site)	
Latitude	29 14 39.00 N
Longitude	095 24 34.00 W
Azimuth	8.55°
Elevation	30 ft ASL
Antenna CL	170.0, 140.0 ft AGL



Transmission details (Manvel-Sheriff's Office (Prime Site).pl6)

	Manvel	Sheriff's Office (Prime Site)
Latitude	29 28 25.00 N	29 14 39.00 N
Longitude	095 22 12.00 W	095 24 34.00 W
True azimuth (°)	188.57	8.55
Vertical angle (°)	-0.09	-0.08
Elevation (ft)	52.49	29.53
ASR		1057358
Tower height (ft)	440.00	450.00
Antenna model	HX6-6W (TR)	HX6-6W (TR)
Antenna file name	hx6-6w	hx6-6w
Antenna gain (dBi)	39.10	39.10
Antenna height (ft)	155.00	170.00
Orientation loss (dB)	0.00	0.00
TX line model	EW63	EW63
TX line unit loss (dB/100 ft)	1.36	1.36
TX line length (ft)	185.00	200.00
TX line loss (dB)	2.52	2.72
Connector loss (dB)	0.50	0.50
TX filter loss (dB)	1.90	1.90
RX filter loss (dB)	2.30	2.30
Antenna model	HX6-6W (DR)	HX6-6W (DR)
Antenna file name	hx6-6w	hx6-6w
Antenna gain (dBi)	39.10	39.10
Antenna height (ft)	125.00	140.00
Orientation loss (dB)	0.00	0.00
TX line model	EW63	EW63
TX line unit loss (dB/100 ft)	1.36	1.36
TX line length (ft)	155.00	170.00
TX line loss (dB)	2.11	2.31
Connector loss (dB)	0.50	0.50
RX filter loss (dB)	2.30	2.30
Frequency (MHz)	6700.00	
Polarization	Vertical	
Path length (mi)	15.98	
Free space loss (dB)	137.19	



	Manvel	Sheriff's Office (Prime Site)
Atmospheric absorption loss (dB)	0.42	
Main net path loss (dB)	69.86	69.86
Diversity net path loss (dB)	69.45	69.45
Configuration	HSB-SD Diplexer Main	HSB-SD Diplexer Main
Radio model	WVCE67-L2-512F10S-67	WVCE67-L2-512F10S-67
Radio file name	wvce67_l_512f10s_67	wvce67_l_512f10s_67
TX power (dBm)	34.00	34.00
Emission designator	10M00D7W	10M00D7W
EIRP (dBm)	68.18	67.98
RX threshold criteria	1E-6 BER	1E-6 BER
RX threshold level (dBm)	-73.00	-73.00
Main receive signal (dBm)	-35.86	-35.86
Diversity receive signal (dBm)	-35.45	-35.45
Thermal fade margin (dB)	37.55	37.55
Dispersive fade margin (dB)	67.00	67.00
Dispersive fade occurrence factor	1.00	
Effective fade margin (dB)	37.55	37.55
Climatic factor	3.00	
Terrain roughness (ft)	20.00	
C factor	9.87	
Average annual temperature (°F)	54.91	
Fade occurrence factor (Po)	6.750E-01	
SD improvement factor	150.32	150.32
Worst month multipath availability (%)	99.99992	99.99992
Worst month multipath unavailability (sec)	2.08	2.08
Annual multipath availability (%)	99.99998	99.99998
Annual multipath unavailability (sec)	6.84	6.84
Annual 2 way multipath availability (%)	99.99996	
Annual 2 way multipath unavailability (sec)	13.68	
Polarization	Vertical	
Rain region	Houston, Texas	
Critical rain rate (mm/hr)	510.63	
Flat fade margin - rain (dB)	37.55	
Rain attenuation (dB)	37.59	
Annual rain availability (%)	99.99998	

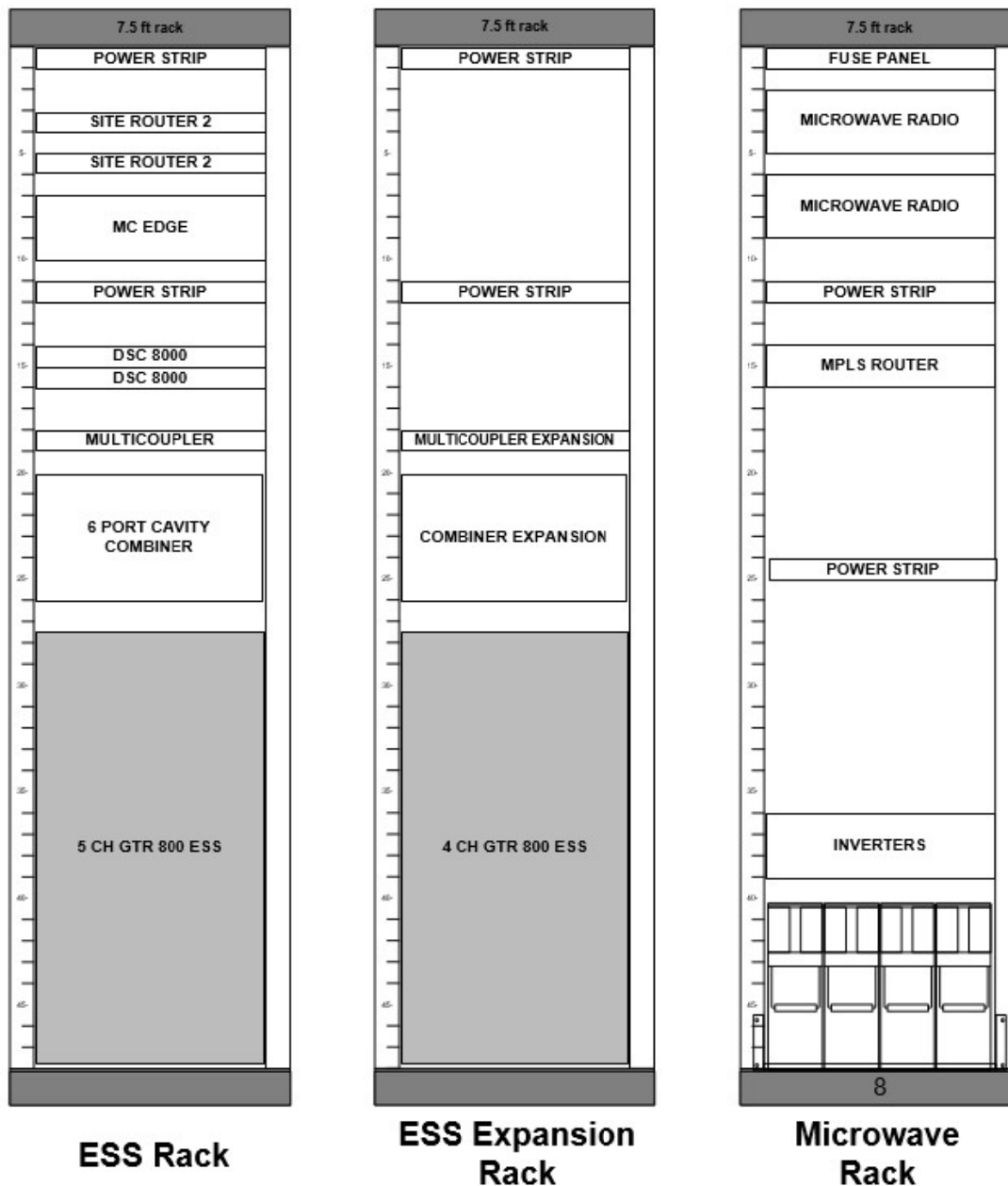


	Manvel	Sheriff's Office (Prime Site)
Annual rain unavailability (min)	0.11	
Annual rain + multipath availability (%)	99.99994	
Annual rain + multipath unavailability (min)	0.34	

Multipath fading method - Vigants - Barnett
Rain fading method - Crane

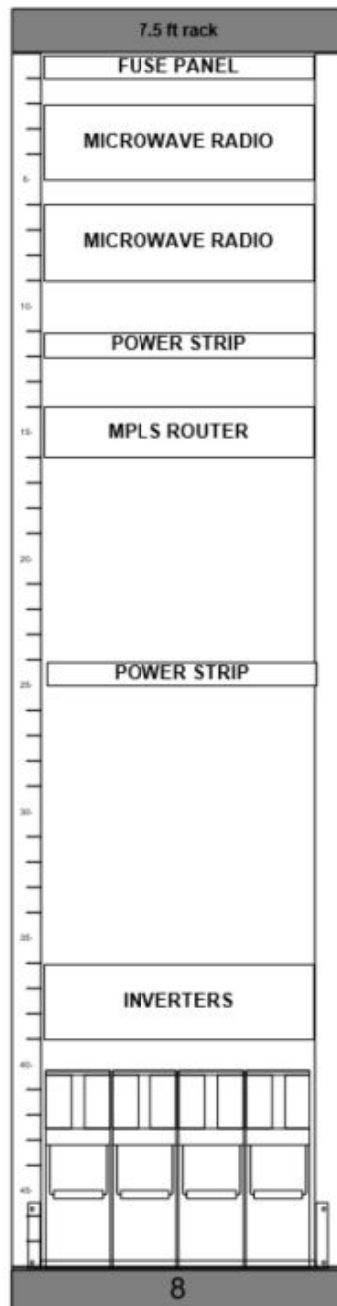
1.1.4 Rack diagrams

Manvel Site



*For Informational Purposes.
 Equipment Location in Rack is Subject to Change.*

Angleton, Brazoria and Freeport (Clute) Replacement Microwave Racks



Microwave Rack

*For Informational Purposes.
Equipment Location in Rack is Subject to Change.*

1.1.5 Power Requirements

The Electrical and Heating, Ventilation, and Air Conditioning (HVAC) load requirements for the proposed radio system are listed below. Figures represent 20% duty cycle on base stations and full charging of batteries from rectifier.

System Components	Qty	Total WATTS	Total BTU	Total Amps
Manvel Site				
GTR8000 ESS with 9 Radios	1	1718	5865	15
Site Controller	2	319	1089	2.8
Router	2	244	833	2.14
MC Edge	1	24	82	.21
Microwave Rectifier	1	1344	4583	11.2
TOTAL:		3649	12452	31.35

1.1.6 Cutover

Below is a high level outline of the cutover plan for the proposed system. A detailed plan will be finalized as part of the Contract Design Review.

Manvel New Site Location

At the Manvel site location a new 440 foot self-supporting tower and 12-foot x 16-foot shelter will be constructed. The shelter will include the installation of a backup generator with a 1000 gallon propane tank. A 80-foot by 80-foot fenced will be constructed that will encompass the tower and shelter compound. Inside the shelter three (3) 7.5 foot racks comprised of the RF and microwave equipment will be installed. The site's RF antennas and microwave dishes will be installed on the new tower once erected. Once the equipment has been installed, the site will then be commissioned and brought online as part of the simulcast system.

Existing Sites Angleton, Brazoria, Freeport Site Locations Microwave Installations

The Angleton, Brazoria and Freeport sites will have the RF antennas replaced as well as having the new microwave replace the existing microwave. The new microwave rack consisting of the microwave radios, MPLS routers, inverters and batteries will be installed at the existing shelters alongside the existing active microwave rack. Once the new microwave is operational, the old existing microwave racks will be removed. Each new microwave link will be optimized and brought into operation once the new dishes are installed

The microwave dishes for each of the sites will be replaced one microwave link at a time to allow for existing site traffic to continue to be transported via the alternate microwave link. The existing sites (Angleton, Brazoria, Freeport) have two microwave links each. The Manvel site location has a single link that will be installed and brought online.

Outline of Microwave Link Installation and Transition

The following site links will have each have the following work performed (Angleton to Freeport, Angleton to Brazoria, Brazoria to Freeport,):

- Install microwave rack at both site locations.
- Remove old microwave dishes and waveguides at both sites for the given link.
- Install new microwave dishes and waveguides at both sites for the given link.

Manvel to Angleton Link Installation and Transition

With the Manvel site construction and microwave dishes installed, the Angleton link can be installed and transitioned.

- Install microwave rack at Angleton.
- Install new microwave dishes for new link.

Outline of RF Antenna Replacement at Angleton, Brazoria and Freeport

The RF antennas at the existing sites are being replaced to accommodate coverage deficiencies with the existing antennas as well as complement coverage with the new Manvel site location. The existing coax cabling at each location will remain in place with only the top jumper coax connection being replaced.

The following antennas work will be performed at the Angleton, Brazoria and Freeport site locations:

- Existing RF antennas and top jumper coax connection will be removed.
- New RF antennas and new top jumper coax connection will be installed.

1.1.7 Design Assumptions

Motorola Solutions has made several assumptions in preparing this proposal which are noted below. In the event that an assumption is found to be invalid, Motorola Solutions will review the impact of the assumption on the schedule & pricing and may need to issue a contract change order.

- No coverage guarantee or coverage testing is part of this proposal.
- All existing sites or equipment locations will have sufficient space available for the system described.
- All existing sites or equipment locations will have adequate electrical power and site grounding (per R56) to support the requirements of the system described. Any R56 upgrades are Brazoria County's responsibility.
- There will be sufficient loading and space on the existing radio towers to accommodate the proposed antenna system and microwave dishes. No remediation efforts are included in this proposal.
- No subscriber programming or flash upgrades are included as part of this proposal.
- Brazoria County APX subscribers will need to be TDMA enabled to operate in TDMA. Existing FDMA users will be able to talk to TDMA users with the proposed DDM software.
- Brazoria County is responsible for all lease agreements for the land access and tower use.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions receiver(s). Should Brazoria County's system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.

- Motorola Solutions has provided a microwave solution. This includes hardware, licensing, and services for installation.
- The backhaul network paths for the microwave 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 Solutions has provided frequency coordination for the microwave and RF channels' licensing.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of Brazoria County.
- Brazoria County will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s)

1.2 System Acceptance Procedures

Motorola Solutions will notify Brazoria County of work completion and system ready for the Customer Acceptance.

Motorola Solutions will complete a site walk through with Brazoria County to inspect the installation work. A punch list of reasonable deficiencies will be prepared and agreed to by both Infinity and Brazoria County. Punch list items affecting Customer traffic will be listed as critical.

Within reasonable time frames Motorola Solutions will work to clear the punch list items concentrating on critical items first.

If deemed necessary by Brazoria County or Motorola Solutions, a final walk through will be completed to verify completion of the punch list items.

Motorola Solutions will generate a close-out document package including but not limited to the results of surveys, final system design, installation photos, and testing results.

Final system acceptance occurs when any one of the following items have been completed

- Brazoria County has taken beneficial use of system.
- Installation, test, and turn-up of equipment is complete at all contracted sites.
- Tests have been completed and test data provided to Brazoria County.
- Traffic affecting punch list items have been reasonably addressed.

EXHIBIT C-2

**COMMUNICATIONS TOWER
FOR BRAZORIA COUNTY
SHERIFF'S OFFICE
EQUIPMENT LIST
HGAC CONTRACT:RA#05-21**

v4

5/15/2023

LINE		APC	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (HGAC)	EXT LIST (HGAC)
			0		Master Site Licenses	\$ -	\$ -
1	-	877	1	SQM01SUM0323	ASTRO MASTER SITE	\$ -	\$ -
1	a	877	1	CA03517AB	ADD: CORE EXPANSION	\$ -	\$ -
1	b	877	2	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)	\$1,200.00	\$2,400.00
1	c	877	1	UA00153AB	ADD: P25 FDMA TRUNKING OPERATION SITE	\$24,000.00	\$24,000.00
1	d	877	1	UA00159AB	ADD: P25 PHASE 2 TDMA TRKNG OP SITE LIC	\$24,000.00	\$24,000.00
1	e	877	1	UA00160AA	ADD: PHASE 2 DYNAMIC TG ASGNMT SITE LIC	\$14,400.00	\$14,400.00
1	f	877	9	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC	\$2,400.00	\$21,600.00
1	g	877	9	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC	\$1,600.00	\$14,400.00
			0		ESS #1	\$ -	\$ -
2	-	112	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$4,800.00	\$4,800.00
2	a	595	1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1	\$ -	\$ -
2	b	112	1	CA00855AA	ADD: 700/800 MHZ	\$5,040.00	\$5,040.00
2	c	112	1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS	\$18,880.00	\$18,880.00
2	d	595	6	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE	\$23,600.00	\$141,600.00
2	e	595	6	CA01842AA	ADD: P25 TDMA SOFTWARE	\$10,400.00	\$62,400.00
2	f	595	6	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE	\$8,000.00	\$48,000.00
2	g	112	1	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION	\$ -	\$ -
2	h	112	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS	\$1,680.00	\$1,680.00

2	i	112	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER	\$6,720.00	\$6,720.00
2	j	112	1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU	\$800.00	\$800.00
2	k	677	2	CA03792AA	ADD: DSC 8000 REFERENCE DISTRIBUTION MODULE	\$6,000.00	\$12,000.00
2	l	677	2	CA03737AA	ADD: DSC HUB	\$3,500.00	\$7,000.00
2	m	595	2	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1	\$ -	\$ -
2	n	680	2	CA03746AA	ADD: DSC 8000 SIMULCAST RDM SW	\$6,396.00	\$12,792.00
2	o	677	2	CA03738AA	ADD: INTEGRATED GNSS TIMING REFERENCE	\$ -	\$ -
3	-	895	2	PMUG1017B	GNSS REMOTE RECEIVER ASSY	\$900.00	\$1,800.00
2	p	112	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	\$396.00	\$396.00
4	-	207	6	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS	\$85.50	\$513.00
5	-	595	1	T8343	GSERIES SOFTWARE LICENSING	\$ -	\$ -
5	a	595	4	UA00400AA	ADD: GSERIES BR-P25 TRNK MS IP	\$ -	\$ -
			0		ESS #2	\$ -	\$ -
6	-	112	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$4,800.00	\$4,800.00
6	a	595	1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1	\$ -	\$ -
6	b	112	1	CA00855AA	ADD: 700/800 MHZ	\$5,040.00	\$5,040.00
6	c	112	1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS	\$23,600.00	\$23,600.00
6	d	595	3	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE	\$23,600.00	\$70,800.00
6	e	595	3	CA01842AA	ADD: P25 TDMA SOFTWARE	\$10,400.00	\$31,200.00
6	f	595	3	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE	\$8,000.00	\$24,000.00
6	g	112	1	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION	\$ -	\$ -
6	h	112	1	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK	\$480.00	\$480.00
6	i	112	1	CA00880AA	ADD: EXPANSION 6 PORT CAVITY COMBINER	\$6,720.00	\$6,720.00
6	j	112	1	CA00881AA	ADD: 700 + 800 MHZ DIPLEXER W/PMU	\$800.00	\$800.00
6	k	112	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	\$396.00	\$396.00
7	-	207	6	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS	\$85.50	\$513.00

8	-	595	1	T8343	GSERIES SOFTWARE LICENSING	\$ -	\$ -
8	a	595	5	UA00400AA	ADD: GSERIES BR-P25 TRNK MS IP	\$ -	\$ -
9	-	729	2	DLN6455	CONFIGURATION/SERVICE SOFTWARE	\$20.75	\$41.50
			0		Network	\$ -	\$ -
10	-	147	1	T8492	SITE ROUTER & FIREWALL- AC	\$787.50	\$787.50
10	a	147	1	CA03445AA	ADD: MISSION CRITICAL HARDENING	\$2,970.00	\$2,970.00
10	b	147	1	CA03448AA	ADD: STATEFUL FIREWALL	\$900.00	\$900.00
11	-	147	1	T8492	SITE ROUTER & FIREWALL- AC	\$787.50	\$787.50
11	a	147	1	CA03445AA	ADD: MISSION CRITICAL HARDENING	\$2,970.00	\$2,970.00
11	b	147	1	CA03448AA	ADD: STATEFUL FIREWALL	\$900.00	\$900.00
			0		Rack Surge and Power	\$ -	\$ -
12	-	207	3	DSPDUMH15	PDU METERED 120V 15A 5-15R 13 OUTLET 5-15P HORIZONTAL 1URM	\$180.90	\$542.70
			0		SDM (Aux I/O)	\$ -	\$ -
13	-	275	1	F0016A	MC IOT MAIN MODEL	\$ -	\$ -
13	a	275	1	VA01370AA	ADD: MC-EDGE	\$940.50	\$940.50
13	b	275	1	VA00973AA	ADD: IOT MC-EDGE ENHANCED COMM PLUG-IN BOARD	\$148.50	\$148.50
13	c	275	1	VA00989AA	ADD: 8DO EE 16DI 5-18 V /DRY	\$540.00	\$540.00
13	d	275	1	VA00009	ADD: AC POWER SUPPLY UNIT 12V / 5A DC OUTPUT	\$223.20	\$223.20
13	e	275	1	VA00147	ADD: FRONT CABLE COVERS	\$9.90	\$9.90
13	f	275	1	VA00155	ADD:DC POWER CABLE	\$49.50	\$49.50
14	-	499	1	DSIABDIN4	PANDUIT IABDIN4 4 RACK UNIT DIN RAIL FOR EIA 19" MOUNT	\$277.20	\$277.20
15	-	275	1	FKN0044A	MC_EDGE AUX IO MIGRATION CABLE	\$74.70	\$74.70
16	-	275	1	FHN0057	DIN RAIL STOPPER	\$15.30	\$15.30
17	-	469	3	FHN1668	TERM BLOCK & CONN WIRED M25T68	\$81.00	\$243.00
			0		TTA and Power Monitor for Manvel	\$ -	\$ -
18	-	457	1	DSSGG013P	700/800 MHZ, TTA SYSTEM, ESS, 4.3-10, NON-DIVERSITY, DUAL PWR SUPPLY,	\$7,060.80	\$7,060.80
19	-	457	2	DSPSU000001P	POWER SUPPLY ADAPTER, 110V AC TO 48V DC, SINGLE OUTPUT	\$72.00	\$144.00

20	-	457	1	DSMGG002V1P	SHELF, 1U, HOLDS UP TO (4) DSPSU000001P POWER SUPPLY ADAPTERS	\$149.60	\$149.60
21	-	351	1	DSAPM7487K2AC	ADVANCED POWER MONITOR, 740-870 MHZ, 90-246V AC (INC SINGLE COUPLER)	\$5,100.00	\$5,100.00
22	-	457	1	DSSP6927232011	DIRECTIONAL COUPLER, 698-2700MHZ, 20DB, 3 PORTS, PIM RATED, N CONNECT	\$122.40	\$122.40
			0		Antennas and Lines Manvel	\$ -	\$ -
23	-	351	1	DSATCGC7V12OD7 NF	746-870 MHZ COLLINEAR OMNI 11.0 DBD 7-16 DIN FEMALE NULL FILL	\$4,635.05	\$4,635.05
24	-	351	15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$1.83	\$27.45
25	-	351	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)	\$37.40	\$74.80
26	-	351	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$36.98	\$73.96
27	-	351	440	DSAT114J50	AT114J50, 1-1/4" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$8.50	\$3,740.00
28	-	351	2	DS43FA11450	4.3-10 FEMALE FOR 1-1/4" CABLE	\$209.95	\$419.90
29	-	351	8	DSGKS114158AC	GK-S114/158AC, STD GROUND KIT FOR 1- 1/4" & 1-5/8" AIRCELL COAX	\$41.65	\$333.20
30	-	351	3	DSHG114	HG-114, LACE-UP GRIP FOR 1-1/4 COAX	\$63.12	\$189.36
31	-	351	15	DSBH114	BH-114 BUTTERFLY HANGER FOR 1-1/4 AIRCELL COAX,PKG OF 10	\$46.33	\$694.95
32	-	207	1	DSTSX4310FMP	4.3-10 M/F BULKHEAD COAX RF SURGE PROTECTOR, 698MHZ - 2.7GHZ PIM	\$188.10	\$188.10
33	-	351	15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$1.83	\$27.45
34	-	351	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)	\$37.40	\$74.80

35	-	351	1	DSATCGC7V12OD7 NF	746-870 MHZ COLLINEAR OMNI 11.0 DBD 7-16 DIN FEMALE NULL FILL	\$4,635.05	\$4,635.05
36	-	351	15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$2.68	\$40.20
37	-	351	2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50	\$22.95	\$45.90
38	-	351	5	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$36.98	\$184.90
39	-	351	15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$2.68	\$40.20
40	-	351	2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50	\$22.95	\$45.90
41	-	351	440	DSEC550A	COAXIAL CABLE, "A" SERIES 7/8 IN 50 OHM CORRUGATED COPPER W/ BLACK PE	\$4.76	\$2,094.40
42	-	351	2	DS4310F50V78N1	CONNECTOR, 4.3-10 FEMALE INTERFACE FOR EC5-50-A	\$32.52	\$65.04
43	-	351	8	DSGKC78	CLIP ON GROUND KIT FOR 7/8" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HOL	\$27.20	\$217.60
44	-	351	440	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$2.68	\$1,179.20
45	-	351	1	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50	\$22.95	\$22.95
46	-	351	1	DS4310F50V12N1	CONNECTOR, 4.3-10 FEMALE INTERFACE FOR EC4-50	\$22.95	\$22.95
47	-	351	8	DSGKS12	STANDARD GROUND KIT FOR 1/2" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HO	\$25.50	\$204.00
48	-	351	15	DSBH12	BH-12 BUTTERFLY HANGER FOR 1/2 AIRCELL COAX,PKG OF 10	\$46.33	\$694.95
49	-	351	15	DSBH78	BH-78 BUTTERFLY HANGER FOR 7/8 AIRCELL COAX,PKG OF 10	\$46.33	\$694.95
50	-	207	2	DSTSX4310FMP	4.3-10 M/F BULKHEAD COAX RF SURGE PROTECTOR, 698MHZ - 2.7GHZ PIM	\$188.10	\$376.20

51	-	351	15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET	\$3.11	\$46.65
52	-	351	2	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF	\$33.15	\$66.30
53	-	351	15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET	\$3.11	\$46.65
54	-	351	2	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF	\$33.15	\$66.30
			0		Antennas for Angleton	\$ -	\$ -
55	-	351	1	DSATCGC7V2OD4	COLLINEAR OMNI ANTENNA, 746-869 MHZ, 3DBD, 4.3-10 DIN FEMALE	\$586.50	\$586.50
56	-	351	1	DSATCGC7V2OD4	COLLINEAR OMNI ANTENNA, 746-869 MHZ, 3DBD, 4.3-10 DIN FEMALE	\$586.50	\$586.50
57	-	351	2	DS43MA01250B	4.3-10 MALE FOR 1/2" CABLE, OPTIMIZED FOR PIM (USE WITH CT01250AIO-2)	\$37.40	\$74.80
58	-	351	30	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE, 50OHM, BLACK POLYETHYLENE JCKT PER FT	\$1.83	\$54.90
59	-	351	2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$29.97	\$59.94
60	-	351	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$36.98	\$73.96
61	-	351	15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE, 50OHM, BLACK POLYETHYLENE JCKT PER FT	\$1.83	\$27.45
62	-	351	1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$29.97	\$29.97
63	-	351	1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$29.97	\$29.97
64	-	351	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$36.98	\$73.96
			0		Antennas for Brazoria	\$ -	\$ -
65	-	351	1	DSATCWPI78	PANEL ANTENNA, 746-870 MHZ, 7 DBD, N-FEMALE, MOUNT INCLUDED	\$320.45	\$320.45
66	-	351	1	DSATCGC7V10OD7 NF	746-870 MHZ COLLINEAR OMNI 9.5 DBD 7-16 DIN FEMALE NULL FILL	\$3,791.00	\$3,791.00

67	-	351	15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$1.83	\$27.45
68	-	351	1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$29.97	\$29.97
69	-	351	1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$29.97	\$29.97
70	-	351	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$36.98	\$73.96
71	-	351	15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$1.83	\$27.45
72	-	351	1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$29.97	\$29.97
73	-	351	1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$29.97	\$29.97
74	-	351	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$36.98	\$73.95
			0		Antennas for Freeport (Clute)	\$ -	\$ -
75	-	351	1	DSATCGC7V4OD7	COLLINEAR OMNI ANTENNA, 746-869 MHZ, 3DBD, 7-16 DIN FEMALE	\$2,150.50	\$2,150.50
76	-	351	1	DSATCGC7V4OD7	COLLINEAR OMNI ANTENNA, 746-869 MHZ, 3DBD, 7-16 DIN FEMALE	\$2,150.50	\$2,150.50
77	-	351	15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$1.83	\$27.45
78	-	351	2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$29.97	\$59.94
79	-	351	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$36.98	\$73.96
80	-	351	15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$1.83	\$27.45
81	-	351	1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$29.97	\$29.97
82	-	351	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$36.98	\$73.96
			0		Microwave Transport	\$ -	\$ -

83	-	131	1	DSINFTY401004535 R6	Microwave Hardware for Manvel Site	\$102,027.42	\$102,027.42
84	-	131	1	DSINFTY401004535 R6	Microwave Hardware for Angleton Site	\$224,720.10	\$224,720.10
85	-	131	1	DSINFTY401004535 R6	Microwave Hardware for Freeport(Clute) Site	\$148,969.26	\$148,969.26
86	-	131	1	DSINFTY401004535 R6	Microwave Hardware for Brazoria Site	\$148,408.92	\$148,408.92
			0		Microwave Spares	\$ -	\$ -
87	-	131	1	DSINFTY401004535 R6	Microwave spares for network	\$39,789.63	\$39,789.63
			0		Spares	\$ -	\$ -
88	-	112	1	DLN6885	FRU: XCVR 7/800 MHZ V2	\$2,800.00	\$2,800.00
89	-	677	1	DLN1444A	FRE: DSC 8000	\$10,500.00	\$10,500.00
90	-	112	1	DLN6781	FRU: POWER SUPPLY	\$1,760.00	\$1,760.00
91	-	112	1	DLN1306	FRU: 700/800 MHZ CABINET RMC MODULE	\$800.00	\$800.00
92	-	591	1	DLN6898	FRU: FAN MODULE	\$285.00	\$285.00
93	-	112	1	DLN6895	FRU: PA 7/800 MHz	\$2,560.00	\$2,560.00
94	-	147	1	T8492	SITE ROUTER & FIREWALL- AC	\$787.50	\$787.50
94	a	147	1	CA03445AA	ADD: MISSION CRITICAL HARDENING	\$2,970.00	\$2,970.00
94	b	147	1	CA03448AA	ADD: STATEFUL FIREWALL	\$900.00	\$900.00
			0		Tower and Shelter	\$ -	\$ -
95	-	329	1	DQ12X16MSBBW	MSB, 12' X 16.5' CONCRETE BLDG, INCLS UPS & 50KW GENERATOR, FULLY COMPLETE	\$366,300.04	\$366,300.04
96	-	262	1	DQ440SSBW	VALMONT 440-foot self-supported tower	\$634,525.20	\$634,525.20

EQUIPMENT SUBTOTAL	\$ 2,338,566.00
PROJECT MANAGEMENT	\$ 220,906.00
MSS SERVICES	\$ 311,289.00
CIVIL/SITE DESIGN	\$ 974,664.00
3RD PARTY SERVICES	\$ 449,778.00
ENGINEERING	\$ 247,798.00
SERVICES SUBTOTAL	\$ 2,204,435.00
SYSTEM TOTAL	\$ 4,543,001.00
RF SYSTEM DISCOUNT	\$ (304,269.00)
CIVIL BUNDLE SYSTEM DISCOUNT	\$ (240,000.00)
TOTAL SYSTEM INVESTMENT	\$ 3,998,732.00
*Pricing valid through 8/31/23	

HGAC CONTRACT: RA#05-21



Proposal

Brazoria County, Texas

Communications Tower for Brazoria County Sheriff's Office

May 19, 2023

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PS-000146364

Table of Contents

Section 1

Statement of Work and Timeline 1-1

1.1 Civil Work.....1-1

 1.1.1 Site Development at Brazoria County Site 1-1

1.2 Project Timeline.....1-8

Section 1

Statement of Work and Timeline

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

Tasks	Motorola Solutions	Brazoria County
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
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.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Finalize site acquisition and development plan.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Complete the required forms required for frequency coordination and licensing.	X	

Tasks	Motorola Solutions	Brazoria County
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
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.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment for existing 3 sites		X
Provide necessary buildings, equipment shelters, and towers for installation of system equipment for the new site	X	
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis.		X
Perform structural analysis of towers, rooftops, or other structures to confirm that they are capable of supporting proposed and future antenna loads.	X	
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Modify towers or other structures, or relocate sites in the system, to ensure that they are capable of supporting proposed and future antenna loads.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Conduct one three-point ground resistance test of each site.	X	
Prepare and submit Electromagnetic Energy (EME) plans for the site (as licensee) to demonstrate compliance with FCC RF Exposure Guidelines.		X
Prepare a lease exhibit and sketch of each site showing the proposed lease space and planned development at that site.	X	
Prepare site construction drawings showing the layout of new and existing equipment.	X	
Review and approve site construction drawings.		X
Obtain the permits needed to complete site development, including electrical, building, and construction permits.	X	
Pay for application fees, taxes, and recurring payments for lease/ownership of property.		X

Tasks	Motorola Solutions	Brazoria County
Ensure that required rack space is available for installation of the new equipment at the existing 3 sites		X
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		X
Provide one-time mobilization of construction crews.	X	
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.		X
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	X
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.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	

Tasks	Motorola Solutions	Brazoria County
Remove, transport, and dispose of old equipment. Motorola will only be responsible for removing old antenna/lines from the existing 3 sites.		X
Deliverable: Equipment installed.		
Antenna and Transmission Line Installation		
Install antennas, including supplying and installing new side arm mounts	X	
Install tower top amplifiers.	X	
Install transmission lines required for system.	X	
Provide structure penetrations for transmission equipment (e.g. antennas & microwave line.).	X	
Install microwave waveguide and lines, as applicable.	X	
Perform sweep tests on transmission lines.	X	
Provide and install attachment hardware for supporting transmission lines on antenna support structure.	X	
Supply and install ground buss bar at the bottom of each antenna support structure.	X	
Deliverable: Antenna and Transmission Line installed.		
ASTRO 25 Core and Remote Site Installation and Configuration		
Install fixed equipment contained in the equipment list and system description.	X	
Provide backhaul connectivity and associated equipment for all sites to meet latency, jitter and capacity requirements.		X
Configure ASTRO 25 system to support the new RF sites.	X	
Verify site link performance, prior to the interconnection of the solution equipment to the link equipment.	X	
Deliverable: ASTRO 25 core and remote site equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Electromagnetic Interference (EMI) Analysis		
Perform EMI analysis for the Motorola Solutions-supplied equipment. Note: Motorola Solutions is only responsible for interference caused by Motorola Solutions-provided transmitters to the Motorola Solutions-provided receivers. Should the proposed equipment experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.	X	
Resolve any interference caused by equipment not supplied by Motorola Solutions.		X
Deliverable: EMI analysis completed.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
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.	X	

Tasks	Motorola Solutions	Brazoria County
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Calibrate and tune existing mobile and portable radios to ensure good working order.		X
Provide programming of user radios and related services (i.e. template building, re-tuning, testing and installations), as needed, during cutover period.		X
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.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.		X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
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.		X
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.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> 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.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

1.1 Civil Work

1.1.1 Site Development at Brazoria County Site

New 80x80 fenced compound with a new 440-foot self-supporting tower and 12-foot x16-foot MSB with outdoor 50kw/130kw generator. Includes installation of one (1) TX and one (1) RX antenna at top of tower along with TTA and associated coax.

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning Services – Included
- New fenced compound/expansion size – 80-foot x 80-foot.
- Clearing type – Light.
- Road length requiring improvement – 100 feet.
- New power run – 220 feet, Electrical service type – Underground, 200-amp - 120/240-volt, single-phase.
- New shelter size – 12-foot x 16-foot.
- New fuel tank size – 1000 gallons-, Type – Propane above-ground.
- New generator size – 50 kW, Type – Outdoor.
- New tower to be used for antennas – 440-foot self-supported tower.
- New tower foundation size – 180 cubic yards, Type – Pier and pad.

Motorola Solutions Responsibilities:

Site Acquisition

- Prepare initial zoning analysis of municipal and zoning districts within each search ring, along with an overview of the zoning and permitting process accompanying timeframes.
- 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, limited to two (2) revisions, 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 site 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.
- Conduct flood plain analysis of the site location.
- Perform construction staking around the site to establish reference points for proposed construction.
- Prepare photo renderings of how a specific site or sites would look after completion.
- Conduct a balloon test to prepare site line graphs showing potential visibility of the proposed communication site.
- 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 study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Perform a ASTM E 1527-05 certified Phase I Environmental Site Assessment (ESA), to identify obvious and reasonably likely on-site and/or off-site potential sources of contamination that might pose a potential risk of leasing and building on a piece of property, and whether further environmental investigations are warranted. This study does not include Phase II assessments, risk/cost evaluations, and permitting assistance that may be required if risk factors are indicated.
- 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 and procure information necessary for filing.
- Third party utility locates prior to geotechnical borings.
- Third party tower inspections.
- FAA Filing (Air Space Analysis, FAA 7460-1; FCC ASR Notifications, FAA 7460-2 Part 1; FCC Notification, FAA 7460-2 Part 2; FRN Application; Local Publication).
- Cultural Resource Report.

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 Solutions' 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 (14,400 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 100 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 10000 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 7396 square feet).
- Provide a 15-foot wide access road (not to exceed 100 feet in length), including surface grading and graveling.
- Provide silt fence around the compound to control soil erosion (not to exceed 320 linear feet).
- Supply and install 8-foot high chain-link fencing with a ten-foot wide gate around the shelter compound (not to exceed 320 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.
- Construct one (1) reinforced concrete foundation necessary for a 12-foot x 16-foot shelter.
- Construct one (1) concrete slab for 1000 gallon above-ground Liquid Propane (LP) fuel tank at 3000 psi with reinforcing steel necessary for foundations.
- Construct one (1) foundation for the 50-kW generator with reinforcing steel necessary for foundations.
- Supply and install one (1) prefabricated concrete shelter 12-foot x 16-foot.
- Supply and install (1) 1000-gallon Liquid Propane (LP) fuel tank(s), fill it with fuel and connect it to the generator.
- Supply and install fuel tank monitors on the tanks to monitor low fuel in tanks and run alarm wiring to the building located within 50 feet of the tank.
- Supply and install one (1) standby power generator (50 kW) located within 20 feet of the ATS, including interconnection wiring between the generator, transfer switch, and site electrical service mains.
- Supply and install one (1) 120/240-volt, 200-amp, single-phase meter 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 440 cable feet of the shelter.
- 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 Solutions' R56 standards.
- Conduct one (1) three-point ground resistance test of the site and provide results to Brazoria County. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Brazoria County.
- Supply and install one (1) freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 30 linear feet).

Tower Work

- Construct pier and pad type tower foundations including excavation, rebar and concrete (not to exceed 180 cubic yards).
- Erect new 440-foot self-supported tower with strobe lighting.
- Provide and install conduits for the lighting system for the tower.
- Supply and install grounding for the tower base for self-supported towers

Antenna and Transmission Line Installation

- Supply and Install two (2) antenna(s) for the RF system.
- Supply and Install two (2) side arms for antennas.
- Supply and Install one (1) tower top amplifier(s).
- Supply and Install up to 500 linear feet of 1/2-inch transmission line.
- Supply and Install up to 500 linear feet of 7/8-inch transmission line.
- Supply and Install up to 500 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 3 feet.
- Supply and install three (3) ground buss bar(s) at the antenna, middle, and bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Miscellaneous Work

- Large Crane to stack tower.
- Construction matting to protect paved areas from material staging and heavy equipment setup such as a crane.
- Haul off 645 cu yards tower and shelter foundation spoils.
- 604 cu yards Engineered backfill for tower foundation. Includes compaction and testing.
- OSHA excavations for tower foundation greater than 5 feet.
- Provide utility H-Frame.

Brazoria 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 Brazoria County's responsibility.
- Pay for all utility connection, pole or line extensions, and any easement or usage fees.
- Review and approve site design drawings within 14 calendar days of submission by Motorola Solutions or its subcontractor(s). Should a re-submission be required, Brazoria County 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.

- As applicable (based on local jurisdictional authority), Brazoria County will be responsible for any installation or up-grades 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 Solutions for conducting site engineering.
- Provide a right of entry from the site owner for Motorola Solutions 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.).

Assumptions:

All clarifications and exceptions contained in this section (General Site Development Assumptions) take precedence over any other section of this Contract.

- 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.).
- Prevailing Wages are included.
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel (except first fill), electrical, Telco] will be borne by Brazoria County or site owner.
- All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter or equipment room.
- Site will have adequate electrical service for the new shelter and tower. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- 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 Brazoria County.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 90 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 Solutions 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-G. Also, rock coring, piling, extensive dewatering of foundations, permanent casings or hazardous material removal has not been included.
- For zoning approvals, a maximum of 90 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). If after physical path studies the dish sizes and

locations change, then Motorola Solutions 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.
- For new towers greater than 200 feet in overall height, FAA obstruction lighting has been included. Painting or dual lighting of any new towers has not been included.
- In absence of geotechnical reports, foundations and subsurface conditions for tower design are based on Presumptive clay soil parameters, as defined by EIA-222-G. Also, rock coring, piling, extensive dewatering of foundations, permanent casings or hazardous material removal has not been included.
- The site location can be finalized, and lease agreement can be reached with the property owner within 60 calendar days after the start of the site acquisition effort.
- 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 10 ohms or less. Communications site grounding will be designed and installed per Motorola Solutions' Standards and Guidelines for Communications Sites (R56). If it is determined that site grounding will need additional grounding enhancements, this will be presented to Brazoria County and will be agreed upon thru the change order process.
- Motorola Solutions will file a NOTAM (notice to airmen) every 15 days until tower lighting can be installed and powered and will be implemented to satisfy the awareness.
- Specialized hauling or rigging equipment needed to offload proposed shelters or towers are excluded. Assumes shelter or tower can be delivered directly to the site compound without additional assistance using normal over the road transport vehicles.
- Motorola Solutions provided initial costs for standard due diligence as it relates to standard zoning and permitting. If during standard due diligence its discovered that there is additional work and costs due to unknown adverse effects, etc., additional costs will be negotiated thru the change order process. (landscaping, beautification, stealthing of towers, etc.).
- Underground utilities are not present in the construction area, and as such no relocation will be required.
- Spoils from the tower foundation will need to be transported to a dump location.
- Foundations for the shelter, generator and fuel tank are based "normal soil" conditions as defined by TIA/EIA 222-F. Footings deeper than 30 inches, raised piers, rock coring, dewatering, or hazardous material removal have not been included.
- Tribal consulting fees, applications or administration costs have not been included.
- Storm water management requirements plans, or implementation have not been included.
- Assumes proposed Greenfield sites are not within 100 year floodplain and no such specialized site design or site civil features are required.
- Due to market volatility, the pricing provided for the Civil scope defined throughout this proposal is valid through 3/10/2024. If the project's Civil/Construction elements become delayed beyond this date, Motorola Solutions reserves the right to review all Civil material and services pricing before placing any orders with our 3rd party suppliers and vendors. After this date, and depending on current market conditions, Motorola Solutions may need to refresh our pricing of

the affected Civil elements. If pricing is impacted, Motorola Solutions will submit a Change Order for execution before any Civil equipment and service orders are placed.

Completion Criteria

- Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any Brazoria County/Motorola Solutions approved changes) and approved by Brazoria County.

1.2 Project Timeline

	2023					2024								2025													
Task	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	April	May	June				
Contract Execution																											
Pre to Post Transition																											
Customer Kick off/ Site Walks																											
Customer Design Review																											
Civil - Permit/Order/Implementation																											
Path Survey & Design																											
Microwave Equipment Order																											
Equipment Order																											
Microwave Staging ATP																											
Antenna System																											
ASTRO Field Installation																											
Microwave Field Installation																											
Field ATP																											
Informal Coverage testing																											
Cutover & R56 audits & punchlist items																											
Final System Acceptance & documentation & close out project																											
Transition to Warranty																											

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative: Motorola Representative:

Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative: Motorola Representative:

Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit E

H-GAC Contract No. RA05-21

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Motorola Solutions, Inc. - Public Services - ID: 7290

MOTOROLA GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council 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 500 West Monroe Street, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

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

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins 08/01/21 and ends 07/31/23. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC, which will not be unreasonably withheld. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior Customer approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master

Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, 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, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: 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 Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, 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, loss of 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 Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

Unless otherwise agreed upon between Contractor and the End User, it will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent

unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, 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 the 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, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the 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. The 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, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement 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 the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Motorola Solutions, Inc.

Signature 5735C8DA453B4A1...

Name Neil Thomas

Title Vice President, Western Region

Date 9/28/2021

H-GAC

Signature 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 9/27/2021

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Motorola Solutions, Inc. - Public Services - ID: 7290

MOTOROLA SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. 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 claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to

provide the same prices, warranties, benefits, or terms to H-GAC and the END USER. This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies

EXCEPTION: *This clause shall not be applicable to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge, which is listed and detailed in the attached "Addendum A" to this contract, when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Any liquidated damage terms will be determined between Contractor and END USER at the time an END USER purchase order is placed.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage:

- a. General liability insurance with a Single Occurrence limit of \$1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit, including:
 - i. Product liability insurance with a Single Occurrence limit of \$1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- b. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- c. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- d. PDF Insurance Certificates must be furnished to H-GAC after contract execution and at policy renewal during term of contract, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- e. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- f. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge, listed in Addendum A to this contract, for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written

guidance to advise H-GAC if this Master Agreement 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 Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas 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.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount

f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 21: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 22: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 23: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 24: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 25: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 26: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 27: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension,

continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 28: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor agrees to comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 29: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor agrees to comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Addendum A- Applicable Order Processing Charge

Excerpt from page 6 of RFP #RA05-21:

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5. Dealer/Reseller as Respondent

If the Respondent is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Respondent's authorization to provide those products and services from their manufacturer.

6. Approval by Manufacturer

Any awarded contractor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Respondents to this solicitation must submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

7. Administrative Fee

For each purchase order processed under an awarded contract, H GAC will directly invoice contractor a 1.5% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. The Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any Customer purchase order, even if an invoice is not received from H-GAC.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC.

8. Contractor Status

Contractor is required to provide a status form, which is not part of any evaluation, but may be relevant to other state or local procurement requirements that apply to HGACBuy Customers. The following information will need to be captured:

- a) Contractor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
- b) Whether Contractor or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
- c) Whether Respondent is a Texas resident or a non-resident business.

Attachment A						
Motorola Solutions Inc.						
Radio Communications/Emergency Response Equipment						
Contract No.: RA05-21						
Line Item Reference Number	Product Code	Product Summary (detailing the items, equipment and/or services being offered for the specific product code)	Manufacturer	Vendor	Item Description	Bid Price
1	PA	Mobile and Portable radios and accessories Base Stations and accessories Radio Trunked Systems Dispatch Consoles Mobile Data Systems Mobile Data Subscribers Mobile Computing Devices Broadband Wireless Mesh Infrastructure and Subscribers Video and Biometrics Radio Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Equipment/Services Next Gen 911 Equipment/Services Intelligent Led Policing Real Time Crime Center/ Video Solutions CAD and Records Management Biometrics Applications	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	<i>Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file 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 PCAT file.</i>	APC Summary Provided Below.
					<i>Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i>	
2	PB	Integrated Command Control Equipment System Integration Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	<i>Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file 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 PCAT file.</i>	APC Summary Provided Below.
					<i>Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i>	

3	PC	Emergency Trailers System Integration Services Command Vehicles Integrated Emergency Operations Center Incident Command Systems	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	<i>Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file 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 PCAT file</i>	APC Summary Provided Below.
					<i>Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i>	
4	PD	Project Management System Technologist Training Advanced Services Video and Network Management Testing Civil Work (Soil grading, fencing, grub work, etc...) Tower Services (concrete/foundation work, documentation, civil work, etc...) Network Services for all category technologies Cloud Services and Associated Integration	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	<i>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.</i>	APC Summary Provided Below.
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.						
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Project Management Daily Rate*	\$2,072
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	System Technologist Daily Rate*	\$2,072
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Standard Shop Installation: Hourly Rate*	\$150
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Standard Shop Installation: Daily Rate*	\$1,200
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Radio Installation*	\$180-\$600
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Radio Programming*	\$55-\$125
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Data Installation*	\$180-\$600
					*Prices may vary by Region and Stated Scope. Travel Not Included.	
MOTOROLA INTEGRATION SERVICES - ADVANCED SERVICES						
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	NG9-1-1 Consulting Services-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Project/Program Management-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Wireless Security Technician-Daily Rate*	\$1,900

			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Trainer-Daily Rate*	\$1,650
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Security Code Reviewer-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Incident Response and E-Discovery Assistance-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Disaster Recovery Planner-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Business Continuity/Continuity of Government Planner-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Business Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Project Management-Daily Rate*	\$750
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Solution Achitech-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Application and Solution Design-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Project Management-Daily Rate*	\$1,694
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Solution Achitech-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,694
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Project Management-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Application and Solution Design-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Project Management-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Internet Protocol Network Assessment-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services IP Network Design and Integration-Daily Rate*	\$2,033
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Customer Network Interface Design and Integration-Daily Rate*	\$2,100
APC SUMMARY						
	6	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Dispatch Support	
	42	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO SUA Upgrade Operations Support	
	43	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO SUA Field Service Support	

	127	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Shop Services	
	135	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Drop Ship Freight	
	185	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Subscriber Services	
	208	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Project Management Services	
	231	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Partner Maintenance Support	
	290	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Warranty Services	
	298	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO System Essential Support	
	306	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Site Development Services	
	348	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO System Premier Support	
	373	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO System Advanced Support	
	390	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO System Manager Support	
	427	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	3rd Party Services	
	431	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Essential	
	519	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Security Monitoring Support	
	560	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO System Update Service Remote Patching Support	
	561	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Network Monitoring Support	
	670	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Asset Management Service	
	700	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Advanced	
	701	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Premier	
	724	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola APX Next Management Support - Advanced	
	769	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Preventative Maintenance Support	
	772	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Technical Support	
	814	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Cyber Security Assessment Support	
	823	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO SUA Hardware & Software Support	
	847	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Lunarline Cyber Security Services	
	848	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Lunarline Cyber Security Monitoring	
	859	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Delta Risk Cyber Security Services	
	882	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO On-Site Support	
	929	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Infrastructure Repair Support	

	943	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO SUA Training Service Support	
	948	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	3rd Party Maintenance Support	
	969	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO System Update Service Local Patching Support	
	901	Lifecycle Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Migration Assurance Program	
	902	Lifecycle Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	SMA	
	903	Lifecycle Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	SUA, SUA II	
	904	Lifecycle Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	SUS	
	905	Lifecycle Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	SA	
	390	Professional Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Performance Management Reports	
	659	Professional Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	NG-911	
	659	Professional Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security, IP Networking	
	670	Professional Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	SI	
	842	Professional Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	311 Software	
	561	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Network Monitoring	
	769	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Network Preventive Maintenance & Onsite Infrastructure Response	
	769	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	SUAII	
	772	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Technical Support	
	929	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Services	
	206	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Subscriber Repair	
	293	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Services/Training	
	17	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	PremierOne CAD Delivery Services	
	30	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Flex CAD Delivery Services	
	79	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Situational Awareness Delivery Services	
	86	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Emergency Notification Delivery Services	
	90	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	PremierOne Records Delivery Services	
	97	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Flex Records Delivery Services	
	99	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Flex Jail Delivery Services	
	141	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Digital Evidence Delivery Services	
	168	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Kodiak Delivery Services	

	327	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	CAD Mobile Delivery Services	
	331	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	CAD Suite Deployment	
	473	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Spillman Delivery Services	
	586	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	CallWorks Delivery Services	
	639	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Critical Connect Delivery Services	
	634	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Situational Awareness 3rd Party HW and SW or just HW	
	572	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Situational Awareness 3rd Party HW and SW or just HW	
	141	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Interface SA	
	144	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Professional Services, Training Analytics Plus Only	

Motorola Solutions' Offered Items Pricing (Catalog/ Price Book) is available on-line at: <https://www.hgacbuy.org/media/hgacbuy/catalogs/RA05-21/Motorola-Solutions.zip>

Exhibit F - Applicable Order Processing Charge

Excerpt from page 6 of RFP #RA05-21:

5. Dealer/Reseller as Respondent

If the Respondent is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Respondent's authorization to provide those products and services from their manufacturer.

6. Approval by Manufacturer

Any awarded contractor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Respondents to this solicitation must submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

7. Administrative Fee

For each purchase order processed under an awarded contract, H GAC will directly invoice contractor a **1.5% Order Processing Charge** applicable to the price of all equipment/services submitted in contractor's response. The Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any Customer purchase order, even if an invoice is not received from H-GAC.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC.

8. Contractor Status

Contractor is required to provide a status form, which is not part of any evaluation, but may be relevant to other state or local procurement requirements that apply to HGACBuy Customers. The following information will need to be captured:

- a) Contractor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
- b) Whether Contractor or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
- c) Whether Respondent is a Texas resident or a non-resident business.

Federal Requirements – ARPA

By signing, vendor agrees to comply “as is” or “with clarification” with all applicable Federal, State, and local laws, ordinances, rules, and regulations related to the performance of services described herein and as required by the United States Department of the Treasury, including, but not limited to the provisions below. To the best of MSI’s knowledge and understanding at the time and date of submission of these certifications, some of these provisions may not be applicable. If Brazoria County deems a provision to be material for the performance of this contract, Brazoria County will allow MSI thirty (30) days to validate and certify the provision:

- a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- b) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- c) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- d) Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- e) New Restrictions on Lobbying, 31 C.F.R. Part 21.
- f) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- g) The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
- h) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- i) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- j) The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

I. REMEDIES:

“If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Brazoria County may take one or more of the following actions, as appropriate to the circumstance:

- (a) Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;
- (b) Permanently withhold payments; and/or
- (c) Take any and all other remedies that may be legally available.

II. ACCESS TO RECORDS, RECORD RETENTION, AUDIT OF FUNDS

Examination of Records: The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to Brazoria County under this Master Agreement. Brazoria County, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by Brazoria County. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

Access to Sites: The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

Retention of Records: The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

Audit: Notwithstanding any other audit requirement, Brazoria County reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by Brazoria County local government audit staff, a certified public accountant firm, or other auditors designated by Brazoria County and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to Brazoria County for any findings that result in monetary obligations to Brazoria County. In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

III. NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, "ADAAA"), prohibits discrimination on the basis of disability under programs,

activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

- f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions

- a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance
- b. Treasury Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. Other Provisions

- a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons with Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management

- e. ;
An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; and/or
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

IV. DEBARMENT AND SUSPENSION

Award of contract is subject to 31 C.F.R. Part 19.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR 1986 Comp, p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

"Suspension and Debarment"

- (1) The contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Brazoria County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the applicable Federal awarding agency and Brazoria County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

V. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000.00 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, grants, Loans and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000.00)

VI. PROCUREMENT OF RECOVERED MATERIALS:

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a

manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://epa.gov/cpg>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

Comply with Clarification:

Given the Structural necessity for concrete & rebar foundations for both tower and shelter structures, we do not procure concrete with 'filler' (ie. fly ash) as this reduces the PSI levels needed to pass our structural foundations (requirement is 4,500psi or higher per Engineering design and drawings).

ThermoBond Building that manufactures the 'MSB' does not specifically procure recycled products, or have knowledge of their material suppliers providing recycled products, for the installation of components as part of the completed MSB unit that MSI purchases as a whole.

VII. EQUAL EMPLOYMENT OPPORTUNITY

41 C.F.R. § 60-1.4(b) Equal opportunity clause.

(a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

VIII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

IX. PATENT RIGHTS AND INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

The Contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401)

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the

recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

X. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401-7671q et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees that Brazoria County will, in turn, report each violation as required to assure notification to the applicable Federal awarding agency, and the Regional Office of the Environmental Protection Agency (EPA).

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387 et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees that Brazoria County will, in turn, report each violation as required to assure notification to the applicable Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency.

XI. TCEQ LOGO

Not applicable to this project.

XII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

"This is an acknowledgement that U.S. Treasury will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, U.S. Treasury, policies, procedures, and directives."

XIII. NO OBLIGATION BY FEDERAL GOVERNMENT

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

XIV. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

"The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

XV. ENERGY CONSERVATION

"The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the

Energy Policy and Conservation Act.”

XVI. PUBLIC INFORMATION ACT

If a subcontractor receives a Public Information Act Request, it shall immediately transfer to Brazoria County a copy of the request and all documents which are responsive to the request.

The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.

XVII. PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT 2 CFR 200.216

The undersigned vendor hereby represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system.

Additionally, the undersigned vendor hereby represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

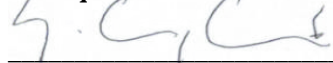
XVIII. DOMESTIC PREFERENCES FOR PROCUREMENTS 2 CFR 200.322

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds Brazoria County should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Brazoria County must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with Brazoria County to provide all required certifications and other documentation needed to show compliance.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civic penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclose, if any.

All requirements contained herein are acknowledged and accepted by vendor:



Signature of Contractor's Authorized Official

Clay Cassard, Territory Vice President

Name and Title of Contractor's Authorized Official

8/29/2023

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1068229

Date Filed:
09/06/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions, Inc.
Cypress, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazoria County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

HGAC RA05-21
Communications Tower for Brazoria County Sheriffs Office.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



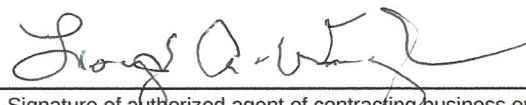
6 UNSWORN DECLARATION

My name is Lloyd Waugh, and my date of birth is 2/1/63.

My address is 15919 Stenbury Court, Cypress, Tx, 77429, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HARRIS County, State of Texas, on the 5th day of September, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

PURCHASING DEPARTMENT

Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, TX 77515
(979) 864-1825



SUSAN P. SERRANO, C.T.P.M., C.T.C.M.

Purchasing Director

NOTICE TO PROCEED

September 25, 2023

Motorola Solutions, Inc.
Attn.: Lloyd Waugh
500 West Monroe Street, Ste 4400
Chicago, IL 60661
Sent Via Email: lloyd.a.waugh@motorolasolutions.com

RE: Notice to Proceed for Contract #23-88 Communications Tower for the Sheriff's Office

Dear Mr. Waugh:

Your company was approved to commence the work in accordance with the above referenced project on September 18, 2023. Please Contact the Brazoria County Project Manager to schedule work.

The Project Manager is listed below:

Ian Patin, Chief Deputy
Brazoria County Sheriff's Office

Please complete this process by acknowledging this copy of this NOTICE TO PROCEED to the County.

Very truly yours,

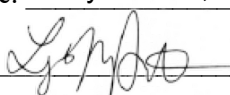
Susan P. Serrano, C.T.P.M., C.T.C.M.
Brazoria County Purchasing Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by: Motorola Solutions, Inc.

this 26 day of September, 2023.

Printed Name and Title: Lynn Anto, Area Sales Manager

Signature: 



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Motorola Solutions, Inc. Attn Stephanie Lampi 500 West Monroe Chicago IL 60661 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Liberty Mutual Fire Ins Co	23035
	INSURER B: Liberty Insurance Corporation	42404
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570101462515 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2641005169073	07/01/2023	07/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-641-005169-013	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N N N/A			WA764D005169083 All other States WC7641005169093 WI	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				07/01/2023	07/01/2024	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

570101462515
Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Brazoria County 451 N. Velasco Street Angleton TX 77515 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Motorola Solutions, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) D

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

500 W. Monroe Street

6 City, state, and ZIP code

Chicago, IL, 60661

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

3 6 - 1 1 1 5 8 0 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ► 01/03/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



AIA Document A312™ – 2010

Performance Bond

Bond No. 285073127

CONTRACTOR:

(Name, legal status and address)
MOTOROLA SOLUTIONS, INC.
500 W. Monroe Street, 44th Floor
Chicago, IL 60661

SURETY:

(Name, legal status and principal place of business)
LIBERTY MUTUAL INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)
BRAZORIA COUNTY, TEXAS
451 N. Velasco Street
Angleton, TX 77515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: September 1, 2023

Amount: Three Million Nine Hundred Ninety Eight Thousand Seven Hundred Thirty Two and 00/100 Dollars
(\$3,998,732.00)

Description:

(Name and location)
Communications Tower for the Brazoria County Sheriff's Office

BOND

Date: September 8, 2023

(Not earlier than Construction Contract Date)

Amount: Three Million Nine Hundred Ninety Eight Thousand Seven Hundred Thirty Two and 00/100 Dollars
(\$3,998,732.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
MOTOROLA SOLUTIONS, INC.

SURETY

Company: (Corporate Seal)
LIBERTY MUTUAL INSURANCE COMPANY

Signature:

Name Jerry Burch
and Title: MSSSI Vice President

Signature:

Name Sandra M. Winsted, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AON RISK SERVICES CENTRAL, INC.
200 E. Randolph St.
Chicago, IL 60601
(312) 381-1000

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal) Company: _____ (Corporate Seal)

Signature: _____ Signature: _____
Name and Title: _____ Name and Title: _____, Attorney-in-Fact
Address: _____ Address: _____

_____, _____



AIA Document A312™ – 2010

Payment Bond

Bond No. 285073127

CONTRACTOR:

(Name, legal status and address)
MOTOROLA SOLUTIONS, INC.
500 W. Monroe Street, 44th Floor
Chicago, IL 60661

SURETY:

(Name, legal status and principal place of business)

LIBERTY MUTUAL INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)
BRAZORIA COUNTY, TEXAS
451 N. Velasco Street
Angleton, TX 77515

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: September 1, 2023

Amount: Three Million Nine Hundred Ninety Eight Thousand Seven Hundred Thirty Two and 00/100 Dollars
(\$3,998,732.00)

Description:

(Name and location)
Communications Tower for the Brazoria County Sheriff's Office

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: September 8, 2023

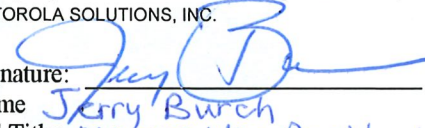
(Not earlier than Construction Contract Date)

Amount: Three Million Nine Hundred Ninety Eight Thousand Seven Hundred Thirty Two and 00/100 Dollars
(\$3,998,732.00)

Modifications to this Bond: ☒ None ☐ See Section 18

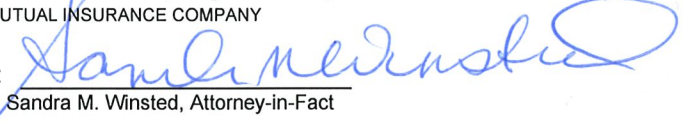
CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
MOTOROLA SOLUTIONS, INC.

Signature: 
Name: Jerry Burch
and Title: MSSSI Vice President
(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)
LIBERTY MUTUAL INSURANCE COMPANY

Signature: 
Name: Sandra M. Winsted, Attorney-in-Fact
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AON RISK SERVICES CENTRAL, INC.
200 E. Randolph St.
Chicago, IL 60601
(312) 381-1000

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: ,

Address:

Signature: _____

Name and Title: , Attorney-in-Fact

Address:



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210339-285057**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aerie Walton, Aaron Griffin, Bartlomiej Siepierski, Christina L. Sandoval, Christopher P. Troha, Corinne Chapman, Dartonya Wright, Derek J Elston, James B. McTaggart, Jean Torres, Jennifer L. Jakaitis, Jennifer Williams, Jessica B. Dempsey, Judith A. Lucky-Eftimov, Kristin L. Hannigan, Melissa L. Fortier, Nicholas Kertesz, Rachel Fore, Richard Casas, Roger Paraison, Samantha Chierici, Sandra M. Winsted, Susan A. Welsh, Tara A. Reimer

all of the city of Chicago state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of June, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 27th day of June, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8 day of September, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.