

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

County Court House
Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

September 25, 2024

Honorable Joanne Cunningham
Legislative Chairwoman
112 State Street, Room 710
Albany, New York 12207

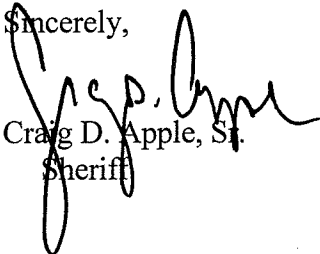
Dear Chairwoman Cunningham:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

Legislative approval is required to enter into a contract with Motorola Solutions to upgrade and expand channel capacity as part of a larger multi-county radio project with members of the Capital Region Urban Area Working Group or UAWG Consortium. The costs are not to exceed \$5,900,000.00 for the project. Albany County was awarded \$6,000,000.00 from the 2022 NYS SICG Targeted Grant Program which will pay for this project.

Should there be any questions, please do not hesitate to contact me.

Sincerely,


Craig D. Apple, Sr.
Sheriff

Cc: Hon. Daniel McCoy, County Executive
Hon. Wanda Willingham, Audit & Finance Chairwoman

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE: August 1, 2024

DEPARTMENT: ALBANY COUNTY SHERIFF'S OFFICE

CONTACT PERSON: CRAIG D. APPLE, SR.
TELEPHONE: 487-5440

DEPT. REPRESENTATIVE ATTENDING COMMITTEE MEETING: SHERIFF CRAIG D. APPLE, SR.

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION _____
- APPROVAL/ADOPTION OF PLAN/PROCEDURE _____
- BOND APPROVAL _____
- BUDGET AMENDMENT(SEE BELOW) _____
- CONTRACT AUTHORIZATION (SEE BELOW) X
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE) _____

To enter into an agreement with Motorola Solutions to upgrade and expand a multi-county radio project.

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____
SOURCE OF FUNDS: _____
TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) _____
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW _____
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____

SETTLEMENT OF A CLAIM _____
RELEASE OF LIABILITY _____
OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: _____ **PARTY (NAME/ADDRESS):** _____

Motorola Solutions
500 W Monroe Street
Chicago, IL 60661

AMOUNT/RATE SCHEDULE/FEE:
\$ 5,900,000.00

TERM: 2024-2025-2026-2027

SCOPE OF SERVICES: _____
To enter into an agreement with Motorola Solutions to upgrade and
expand a multi-county radio project.

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES _____ X _____ NO _____

FUNDING SOURCE: NYS DEPT. OF HOMELAND SECURITY

COUNTY BUDGET ACCOUNTS:

REVENUE: A33110.03306 SIG22

APPROPRIATION: A93110.22100 SIG22

BOND(RES. NO. & DATE OF ADOPTION) _____

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: _____ YES _____ NO X

IF MANDATED CITE: AUTHORITY _____

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ NO X

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: _____

FISCAL IMPACT - FUNDING: _____ (DOLLARS OR PERCENTAGES)

FEDERAL _____

STATE 100%

COUNTY _____

TERM/LENGTH OF FUNDING _____

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 228

DATE OF ADOPTION: 6/12/2023

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

Enter into a contract with Motorola Solutons to expand and upgrage radio technology.

This will be funded with grant funds.

BACK-UP MATERIAL SUBMITTED _____ (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE,
BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS
AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D. APPLE, SR.

TITLE: SHERIFF

2024 Budget Amendment

Appropriations			
Account No.	Resolution Description	Increase	Decrease
A9 3110 2 2100 SIG22	Communications Equipment	5,900,000.00	
			Sheriff's Office
TOTAL APPROPRIATIONS		<u>5,900,000.00</u>	

REVENUES			
Account No.	Resolution Description	Increase	Decrease
A3 3110 03306 SIG22	Homeland Security		5,900,000.00
			Sheriff's Office
Grand Totals		<u>5,900,000.00</u>	<u>5,900,000.00</u>



Proposal

Albany County Sheriff's Office

County Cell Channel Expansion and ASR Site Addition

July 18, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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July 18th 2024

Inspector Kevin Demarest
Albany County Sheriff's Office
16 Eagle Street
Albany, NY 12207

Subject: County Cell Channel Expansion and ASR Site Addition

Dear Inspector Demarest:

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Albany County Sheriff's Office with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the Solution and provides:

- 6-Channel expansion of the County Sheriff's Trunking Cell
- ASR Site addition at Green Field

This proposal includes this cover letter and is subject to the New York State Office of General Services Contract PT68722. This proposal shall remain valid for a period of 90 days from the date of this cover letter. Albany County Sheriff's Office may accept the proposal by issuing a Purchase Order referencing this Proposal and the aforementioned contract.

We thank you for the opportunity to furnish Albany County Sheriff's Office with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,
Motorola Solutions, Inc.

A handwritten signature in black ink, appearing to read 'Roy Kirchner', written over a white background.

Roy Kirchner
MSSI Vice President

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Section 1

System Description

1.1 System Overview

Per the request of the Consortium, Motorola Solutions has prepared the following offerings under this proposal.

At the Albany County Core

- Adding required licenses as needed to support the equipment.

At the Sheriff's Simulcast Cell

- Adding a new Expandable Site Sub-System (ESS) with six (6) Channels at twelve (12) existing RF sites.
- Adding a new Virtual Prime Site to support twelve (12) RF channels.

At the Green Field ASR Site

- Installing a four (4) Channels ASR site at the Green Field location.
- Install microwave link between Greenfield sites to be determined.
- Installing a new dual bay DBB outdoor cabinet with HVAC.
- Albany County – Motorola Solutions P25 2020.1 Redundant Core. The Countywide Simulcast sub-system uses twelve (12) trunked sites each containing six (6) FDMA channels. The Metro-Cell sub-system uses three (3) trunked RF sites with redundant prime sites and contains eighteen (18) FDMA channels. There is also a one (1) ASTRO Repeater site (ASR) located at the Cohoes location supporting four (4) RF channels.

The proposed solution would expand the channel count in the Sheriff's system and will help improve the coverage within Albany County.

The following Software Licenses has been included:

- Core Expansion License.
- Eleven (11) UNC Additional Device Licenses. Each UNC channels licenses supports 10 devices.
- Twelve (12) TDMA Site Licenses.
- Twelve (12) TDMA Base Radio Licenses for the Core.
- Twelve (12) Dynamic Base Radio Licenses for the Core.
- Twelve (12) TDMA upgrade licenses for existing GTRs.
- Twelve (12) Dynamic Base Radio Licenses for one (1) one existing GTR per site.

Albany County Green Field:

- Core Expansion License.
- Three (3) UNC Additional Device Licenses.
- One (1) TDMA Site License.
- One (1) FDMA Site License.
- Three (3) TDMA Base Radio Licenses for the Core.

1.2 System Capacity

The proposed system will support both P25 Frequency Division Multiple Access (FDMA) on *every* channel and P25 Time Division Multiple Access (TDMA) on *one* (1) channel to provide the Consortium with the efficiency and interoperability to accommodate a diverse fleet of user and mobile radios in the future. With FDMA, radio frequencies are divided into smaller frequency bands, each with its own carrier frequency. TDMA divides each channel into two time slots, leveraging 2:1 channel efficiency to double talkpath capacity in the same radio frequency bandwidth allocation. Motorola Solutions' TDMA operation complements FDMA operation on the ASTRO 25 platform. Channels can be selectively configured to operate as either TDMA-only or FDMA-only. With TDMA operation enabled, voice calling capacity is increased over FDMA alone, without having to abandon FDMA operational stations and user radios. One (1) TDMA channel has been quoted under this contract for Albany County.

Dynamic Dual Mode (DDM) *only proposed on one (1) channel at this time* will enhance the ease of use and system operation for the Consortium mixed fleet of P25 FDMA and P25 TDMA user radios. System administrators will not need to pre-assign base stations as P25 TDMA or P25 FDMA, because the system will automatically assign the appropriate station mode based on the needs of the radio user. With Dynamic Dual Mode, the channel can operate either FDMA or TDMA. One (1) DDM channel was quoted under this contract for Albany County. The plan is to add additional DDM channels in future projects.

1.2.1 Virtual Prime Site

The Virtualized Prime Site is the next generation Simulcast/Voting Prime Site for ASTRO 25 trunking systems. Site Controller and Comparator voting applications are virtualized onto a common hardware platform, consolidating Fault Management and Configuration capabilities into a centralized location and allowing for easier implementation and maintenance. Virtualization also enables software-only expandability. For example, when adding base stations to a simulcast sub-system the Prime Site only needs to add voting software licenses to expand the capacity. As no additional hardware is required, this expansion can be done remotely.

This fully redundant platform offers a new, web-based configuration tool and access to critical applications for more advanced support without the need for additional hardware. With less equipment to maintain, less power being consumed, and a smaller physical footprint, the Virtualized Simulcast Prime Site lowers Albany County's cost of ownership.

The Virtual Prime site quoted has been configured to support the twelve (12) RF channels on the Albany County Sheriff's simulcast system.

The proposed Virtualized Simulcast Prime Site supports the following features and configurations:

- FDMA Voice Calls.
- TDMA Voice Calls on one (1) channel.
- ~~Geo-Redundant Prime.~~
- Local, Full Redundancy.
- Integrated Data.
- Enhanced Data.
- Up to 30 Channels/Carriers.
- Up to 32 Remote Sub-sites.

The six (6) existing comparators for the Sheriff's simulcast cell can be stored as spares for the Metro system.

1.2.2 Frequencies

The proposed system for Albany County will utilize twelve (12) RF licensed channels at the Sheriff's simulcast cell and four (4) licensed channels at the Green Field ASR site. The County desires that Motorola Solutions handles frequency coordination if deemed necessary.

1.2.2.1 Proposed Albany County Equipment

The following equipment has been proposed for the Sheriff's Simulcast Cell:

- One (1) New Virtual Prime supported twelve (12) Channels.
- Twelve (12) Expandable Sub-System (ESS) supporting six (6) Channels at each of the existing RF sites.
- Miscellaneous DC Plant equipment per site required to support the new ESS.
- Twenty-four (24) GPS TRAK cards for existing GPS units.

The following equipment has been provided for the Green Field ASR site:

- One (1) GTR 8000 Expandable Site Sub-System with four (4) Channels.
- Networking Equipment.
- AC EDGE for monitoring.
- New DC Plant.
- Transmit and Received Antenna with TTA.
- New DBB Outdoor enclosure with HVAC.
- New MNI Microwave link between determined Green Filed Sites.

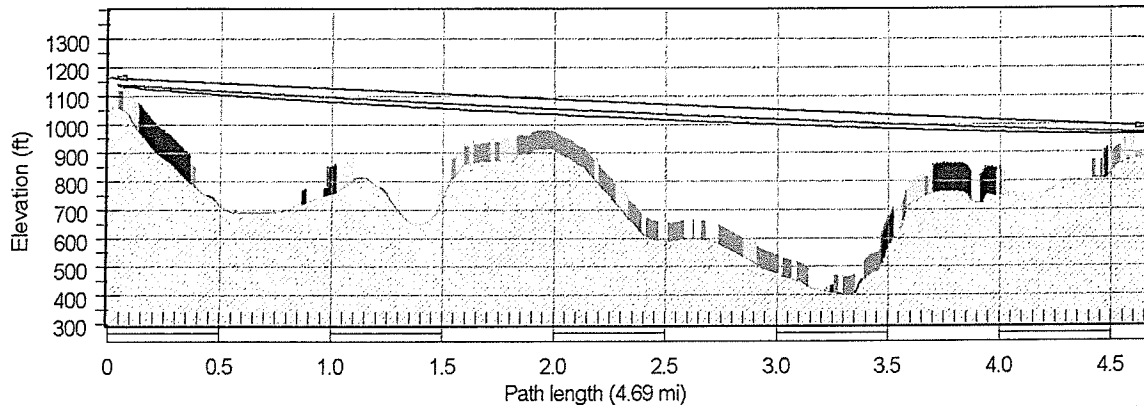
1.3 Microwave Hops

The proposed design includes the Microwave hops to connect the sites below as part of this proposal. All paths are engineered with Proteus MX 6 GHz radios meeting 150 Mbps capacity and engineered to meet or exceed a two-way availability of 99.9995% with a fade margin exceeding 35 dB at a Receive Signal Level and Dispersive Fade Margin threshold of 10⁻⁶ BER.

The links included are as follows:

- Biers Rd (Albany) to Green Field (Albany).

The following pages have the paper path studies performed for these links.



Biers Road	
Latitude	42 31 06.97 N
Longitude	073 54 05.38 W
Azimuth	174.67°
Elevation	1059 ft ASL
Antenna CL	105.0 ft AGL

Frequency (MHz) = 6175.0
Main 1 K = 1.330 %F1 = 100.00 FH = 20.00 ft
Main 2 K = 0.670 %F1 = 30.00 FH = 20.00 ft

Gedney Hill	
Latitude	42 27 03.50 N
Longitude	073 53 34.70 W
Azimuth	354.67°
Elevation	879 ft ASL
Antenna CL	110.0 ft AGL

Transmission details (Biers Road-Green Field.pl5)

	Biers Road	Green Field
Latitude	42 31 06.97 N	42 27 03.50 N
Longitude	073 54 05.38 W	073 53 34.70 W
True azimuth (°)	174.67	354.67
Vertical angle (°)	-0.43	0.38
Elevation (ft.)	1058.74	879.22
Tower height (ft.)	180.00	196.00
Antenna model	VHLP6-6W (TR)	VHLP6-6W (TR)
Antenna gain (dBi)	39.00	39.00
Antenna height (ft.)	105.00	110.00
TX line model	EU 63	EU 63
TX line unit loss (dB/100 ft.)	1.34	1.34
TX line length (ft.)	155.00	160.00
TX line loss (dB)	2.08	2.14
Connector loss (dB)	0.30	0.30
TX filter loss (dB)	6.00	6.00
Frequency (MHz)	6175.00	
Path length (mi)	4.69	
Free space loss (dB)	125.83	
Atmospheric absorption loss (dB)	0.07	
Net path loss (dB)	58.72	58.72
Configuration	Hot-Standby	Hot-Standby
Radio model	MX/I/6G/30M/HP	MX/I/6G/30M/HP
TX power (dBm)	32.00	32.00
Emission designator	30M0D7W	30M0D7W
EIRP (dBm)	62.62	62.56
RX threshold criteria	128 QAM	128 QAM
RX threshold level (dBm)	-71.00	-71.00
Receive signal (dBm)	-26.72	-26.72
Thermal fade margin (dB)	44.28	44.28
Dispersive fade occurrence factor	1.00	
Climatic factor	1.00	
Terrain roughness (ft.)	140.00	
C factor	0.26	
Average annual temperature (°F)	42.41	
Worst month multipath availability (%)	100.00000	100.00000
Worst month multipath unavailability (sec)	0.05	0.05
Annual multipath availability (%)	100.00000	100.00000
Annual multipath unavailability (sec)	0.13	0.13
Annual 2 way multipath availability (%)	100.00000	

	Biers Road	Green Field
Annual 2 way multipath unavailability (sec)	0.25	
Polarization	Vertical	

Multipath fading method - Vigants - Barnett

1.4 System Implementation Plan

1.4.1 Overview

Migration and cutover plans are a key element to a successful system implementation and overall acceptance by the users. With this in mind, Motorola Solutions will leverage our many years of experience implementing the thousands of existing public safety and enterprise customers to mutually develop a plan that is specific to the exact needs and requirements of the Consortium.

The migration of the Consortium System will affect, to some degree, the existing radio system infrastructure, Dispatch operations and personnel operations through the reprogramming/reconfiguration of mobile and portable radios. For this reason, it will be necessary for Motorola Solutions and Albany County to cooperatively develop a final migration and cutover plan for each independent system affected by the proposed system replacement.

Motorola Solutions feels that an in-depth discussion of the operational procedures required by the County for emergency operations must be reviewed prior to completing a detailed migration plan. Upon developing this migration plan, the primary responsibility of both Motorola Solutions and the County will be documented and the overall goal will be to maintain the integrity of existing operations during the transition period.

1.4.2 Specifics for the Cutover Plan

The cutover plan will be broken down into two (2) major subcomponents, which will be performed in phases and are as follows:

- Preparation.
- High Level Step-by-Step Cutover Process for Albany County.

1.4.2.1 Preparation

It is important to ensure that the newly configured ASTRO 25 Consortium system is 100% functional. This will make certain that the cutover proceeds more smoothly and will make it easier to troubleshoot any potential issues that might be associated during this period.

The Acceptance Test Plans (ATP's) outline the facets of the testing procedures for the Field Tests that will validate the system and constitute final acceptance for **Albany County**. The Field Acceptance Test Plan (FATP) will be the last step to ensure that the system meets the system requirements that the Counties and Motorola Solutions agree to contractually.

1.4.2.2 High Level Cutover

This system cutover for the County will make best efforts to minimize disruption of the existing communications. There should be space at the RF sites to locate equipment so removal and installation should not pose an issue.

This system expansion is a very complex effort. A full cutover plan will be developed with inputs from Motorola Solutions and Albany County during the customer design review phase of the project.

To summarize, at a high level the cutover will be as follows:

Albany County:

- Install and configure new Microwave links to Green Field.
- Load the software licenses to the core.
- Program the system to accept additional simulcast Prime/ASR/RF channels.
- Install/Program ESS rack with six (6) Channels at each of the Sheriff's RF sites.
- Connect existing Combiner to new combiner with Motorola Solutions-provided Phasing Harness. The two (2) existing and new combiners will share the existing antenna network.
- Install and power the DBB outdoor enclosure.
- Install RF antennas and RF equipment at the Green Field location.

1.5 Assumptions

Motorola Solutions has made the following assumptions in the development of the described solution and the pricing of those services. If these assumptions are not correct, the services will need to be re-priced and the schedule may need to be revised:

- All existing sites or equipment locations will have sufficient floor and rack space available for the system described.
- The Sheriff's system RF sites has room next to the existing ESS rack in order for the new ESS rack to be installed next to it. This will allow the installation of a phasing harness so that the existing and new channels can share the same antenna network.
- All existing sites or equipment locations will have adequate electrical power and site grounding suitable to support the requirements of the system described.
- Albany County to provide an electrician to run the needed electrical circuit at each of the Microwave sites where Eltek DC plants are being expanded i.e. provide AC feeds to the DC Plants.
- All existing towers specified within each County will have adequate space and size to support the Microwave dishes and new RF antennas as described.
- Any site/location upgrades or modifications are the responsibility of Albany County.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment, are the responsibility of Albany County.
- It is assumed that the additional six (6) new channels on the Sheriff's simulcast cell have already been licensed at each of the remote sites.
- Albany County is responsible for licensing the four (4) new channels at the Green Field tower location.
- Where necessary, Albany County will provide a dedicated delivery point—such as a warehouse—for receipt, inventory, and storage of equipment prior to delivery to the sites.
- No logging recorder equipment or interface has been included in this proposal.

- No additional Network Management Terminal is provided in this proposal.
- No additional MOSCAD or alarming equipment or interface is provided for the existing site locations in Sheriff's system.
- Microwave Path design has been provided based on paper 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.
- Motorola Guarantees that the work being performed on the existing Albany County System will not impact current system coverage or function in any way or Motorola will make Albany County Whole. This is based on current coverage not on the original System Acceptance Coverage. It is further acknowledged that if a bad existing antenna or cable is found to be the cause of negative impact it is Albany Counties responsibility. Albany County will not trade increased channel capacity for loss of system coverage or decrease in function.
- If for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola Solutions' control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by Consortium and documented through the change order process.
- FNE or subscriber Training has not been included with this quote.
- All work is to be performed during normal work hours, Monday through Friday.
- All site development and site upgrades/renovations will be the responsibility of the Customer and all sites will be made ready/R56 compliant prior to Motorola Solutions mobilizing and starting work at a site.
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel (except first fill), electrical, Telco] will be borne by the Customer or site owner.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the Customer.
- 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.
- On the existing tower, the dish locations for the proposed Microwave system design will be available at the time of installation.
- The site has adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.
- The existing antenna support structure is structurally capable of supporting the new antennas, cables, and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind, and twist and sway requirements. Motorola Solutions has not included any cost for structural or foundation upgrades to the antenna support structure.
- The existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables.
- Structural analyses for towers or other structures that have not been performed by Motorola Solutions will relinquish Motorola Solutions from any responsibility for the analysis report contents and/or recommendation therein.
- A clear obstruction-free access exists from the antenna location to the equipment room.
- The floor can support the proposed new equipment loading. Physical or structural improvements

Albany County Sheriff's Office
County Cell Channel Expansion and ASR Site Addition
to the existing room will not be required.

July 18,, 2024

System Description



Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

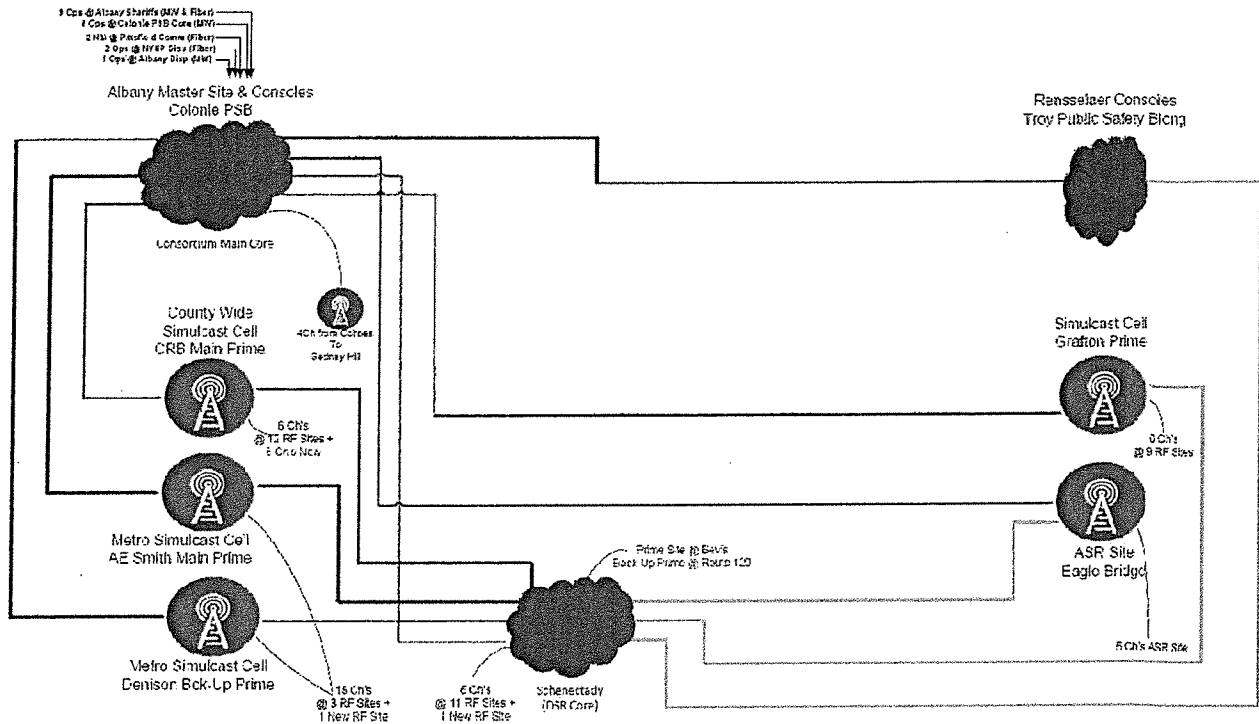
1.5.1 County Responsibilities

- Provide for all permits and any other Federal, State, Regulatory approvals that might be required to complete the scope of work noted as being the responsibility of Motorola Solutions.
- Provide licenses for each subsystem as quoted.
- Provide copy of a structural analysis (conducted by a structural engineer licensed in NY) that demonstrates that the mounts to be supplied and installed will have sufficient structural capacity in accordance with all applicable local codes to support the weight loading of the new antennas to be installed by Motorola Solutions.
- Provide all electrical service upgrades and all required electrical work including any and all circuits required to provide power for the new equipment to be installed by Motorola Solutions.
- Provide space, HVAC, backup power (generator), outlets, grounding, surge suppression, lighting, and cabling facilities for the equipment room per Motorola Solutions' R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9-feet or greater.
- If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.
- If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.
- Upgrade the existing grounding and transient voltage suppression systems to Motorola Solutions' current R56 Standards, and supply a single point system ground, of 10-ohms or less, to be used on all fixed equipment supplied under this proposal.
- Supply a grounding tie point within 10-feet of the Motorola Solutions'-supplied equipment. With this grounding point having been properly bonded to the main building ground.
- Any site specific usage or consultant fees and all required inspections and associated fees.

1.6 System Diagram

Attached is a high-level system diagram for the proposed design. The connection to RENSCO is no longer going to be used at this.

Capital Region Consortium High Level Diagram:



Section 2

Implementation Statement of Work

2.1 Responsibility Tasks

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

Tasks	Motorola Solutions	Albany 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

Tasks	Motorola Solutions	Albany County
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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	
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
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	
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.

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.

Tasks	Motorola Solutions	Albany County
System Staging		
Ship all equipment needed for staging to Motorola Solutions' Customer Center for Solutions Integration (CCSi).	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	
Review and approve proposed Factory Acceptance Test Plan.		X
Pay for travel, lodging, meals, and all incidental expenses for Customer personnel and representatives to witness the Factory Acceptance Testing.		X
Perform factory functional acceptance tests of system features.	X	
Conduct site and system level testing.	X	
Deliverable: System staged and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment. Storage included for up to three (3) months.	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	
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	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X

Tasks	Motorola Solutions	Albany County
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	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
Logging Equipment Installation and Configuration		
Supply logging equipment.		X
Provide interface to logging equipment.	X	
Deliverable: Logging equipment installation completed.		
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	
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.		
Cutover		
Finalize Cutover Plan.	X	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	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	

Tasks	Motorola Solutions	Albany County
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	
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	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

2.2 Civil Work

2.2.1 Site Development at Green Field Site

Existing Tower Site. Proposing to install new one (1) new 2-bay outdoor cabinet w/25 KW diesel fueled generator. Two (2) new RF antennas to be installed on the existing tower. Assumes new cabinet and generator (with subbase fuel tank) can fit into the existing compound (see drawing provided that shows the location). Power for new cabinet to be provided from an existing spare electric meter pot located just outside of the compound approximately 50-conductor feet from the new cabinet location.

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning Services – Included.
- New power run – 75-feet, Electrical service type – Underground, 200-amp - 120/240-volt, single-phase.
- New shelter size – 3.5 -foot x 5-foot.
- New fuel tank size – 54-gallon - , Type – Diesel Subbase Tank.
- New generator size – 25 kW, Type – Generac Diesel Outdoor.
- Existing tower to be used for antennas – 196-foot Self-supported Tower.

Motorola 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.
- Provide an expert witness for up to 1 day(s) to attend or testify at public meetings and/or hearings to provide expert testimony to assist in obtaining zoning approvals.

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare zoning drawings that can be used to describe the proposed site installation in sufficient detail.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection

1.1307 that may be potentially 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.

- Perform four point soil resistivity testing at the time of site visit.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Albany County.

NOTE: This task does not include a structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data.

- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.

Site Zoning/Permitting

- 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.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.
- 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.

Mobilization

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

Site Preparation

- Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Construct one (1) reinforced concrete foundation necessary for a 3.5' X 5' 2-bay outdoor cabinet.
- Construct one (1) foundation for the 25 kW diesel generator with reinforcing steel necessary for foundations.
- Supply and install one (1) two-bay outdoor cabinet.
- Supply and install one (1) Generac standby power out door generator (20kW) located within 20-feet of the ATS, including interconnection wiring between the generator, transfer switch, and site electrical service mains.

- Provide all trenching, conduit, and cabling necessary for underground hook-up of power (100A/240V) to the out-door cabinet shelter from the existing spare meter pot (estimated length of run is 50-linear feet).
- Provide for grounding of all new site components in accordance with Motorola's R56 standards (2017 version).
- Conduct one (1) three-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Albany County.
- Supply and install one (1) freestanding 24-inch-wide cable/ice bridge from the tower to the new cabinets (up to 10-linear feet).

Antenna and Transmission Line Installation

- Install two (2) antenna(s) for the RF system.
- Supply and install two (2) 6-foot side arm(s) for antenna mounts.
- Install one (1) tower top amplifier(s).
- Install up to 180-linear feet of 1/2-inch transmission line.
- Install up to 350-linear feet of 7/8-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.

Miscellaneous Work

- Conduct third-party utility locate and mark out.
- Supply and install an H-Frame near cabinet for mounting of ATS, SPD and Disconnect.

Assumptions (specific to Green Field Site):

- The existing site has adequate room to expand and install proposed new cabinets and generator, including lay-down and staging areas, without encroaching on wetlands, easements, setbacks, right-of-ways, or property lines.
- New 2-bay cabinet and 25KW diesel generator can fit into the existing compound in the space proposed.
- Existing spare electrical meter pot can be used to provide power to the new outdoor cabinets and upgrading of the electrical service to the site will not be required.

2.2.2 Site Development at Greenfield to be determined.

Existing tower site. Proposing to install circuits for two (2) new rectifiers. Includes A/E Services for proposed addition of 6-foot MW dish and related equipment.

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning Services – Included.
- Existing tower to be used for antennas – 180-foot Self-supported Tower.

Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare zoning drawings that can be used to describe the proposed site installation in sufficient detail.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially 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.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Albany County. NOTE: This task does not include structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.
- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.

Site Zoning/Permitting

- 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.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.
- 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.

Mobilization

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

Existing Facility Improvement Work

- Supply and install two (2) 30A/240V breakers in existing distribution panel and wire to new DC Rectifiers that are located within 35-conductor feet of where the panel is located.

2.2.3 Site Development at Multiple Sites (DC Rectifier Circuits)

Proposing to install electrical circuits required to power new DC Rectifiers. Includes pulling local electrical permit.

Sites where the installation of two (2) new DC Rectifiers are proposed include:

1. CRB Site
2. Denison
3. ASR
4. Corning
5. Edwards
6. Jansen
7. Pond Hill
8. Goodfellow
9. Barnside
10. Ravena
11. Biers Rd

Motorola Responsibilities:

Permitting

- Preparation, submission and tracking of application for local electrical permit.

Mobilization

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

Existing Facility Improvement Work

- Supply and install two (2) 30A/240V breakers in existing distribution panels and wire to the new DC Rectifiers that are located within 35-conductor feet of where the panel is located.

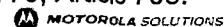
Assumptions (specific to the sites where new rectifiers are proposed)

- The existing electrical service/distribution is adequate to support the electrical loading of the equipment proposed. Upgrades or improvements to the existing electrical service/distribution is not included.
- The HVAC at these sites is adequate to support the additional heat generated by the new equipment to be installed. Adding or replacing HVAC is not included.
- Only a local electrical permit will be required to complete the scope of work proposed.
- The existing floors can support the proposed new weight loading of the equipment proposed. Physical or structural improvements to the existing room will not be required.

Customer Responsibilities (General):

- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708.

Implementation Statement of Work



- As required, provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Maintain existing access road in order to provide clear and stable entry to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.
- Provide as-built structural and foundation drawings of the structure and site location(s) along with geotechnical report(s) for Motorola to conduct a structural analysis.
- Provide support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room.
- Pay for any upgrade of the antenna support structure necessary to accommodate the new antennas.
- Secure power connection to the site, associated permitting and installation of a meter, and disconnect within 50-feet of the proposed equipment room location.
- Provide space, HVAC, backup power (UPS, generator), outlets, grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9-feet or greater.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.
- If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.
- Upgrade the existing grounding and transient voltage suppression systems to Motorola's current R56 Standards, and supply a single point system ground, of 10-ohms or less, to be used on all fixed equipment supplied under this proposal. Supply a grounding tie point within 10-feet of the Motorola-supplied equipment.
- Supply required standby generator power to support the additional proposed equipment. This power source shall be adequate to back up all radio equipment, future equipment growth, and ancillary equipment such as, but not limited to, interior lighting, tower lighting and HVAC.
- Supply required UPS Power to support the additional proposed equipment. This uninterruptible power source shall be adequate to back-up all radio equipment as well as future equipment growth.

Assumptions (General):

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

- Pricing is based on local prevailing wages. Mandatory union workers or mandatory minority workers are not required for the work proposed.
- All work noted as being the responsibility of Motorola is to be completed utilizing Motorola preferred contractors.
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel (except first fill), electrical, Telco] will be borne by the Customer or site owner.
- Site will have adequate electrical service for the new cabinets. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such as IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal.
- No access road or staging area improvements are required for the heavy construction equipment, which could include concrete trucks, drill rigs, semi tractors and trailers, and crane.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- The existing ground system and soil resistivity at the site is sufficient to achieve resistance of 10-ohms or less. Communication site grounding will be designed and installed per Motorola's R56 standards.
- The existing site has adequate room to expand and install the shelter, including lay-down and staging areas, without encroaching on wetlands, easements, setbacks, right-of-ways, or property lines.
- AM detuning or electromagnetic emission studies will not be required.
- Protective grating over cabinets, generators and fuel tanks have not been included in this proposal.
- Structural and foundation drawings of the antenna support structure will be made available to preclude the need for ultrasonic testing, geotechnical borings or mapping of existing tower structural members.
- Lead paint testing of existing painted towers has not been included.
- Hydrogen monitoring for the batteries is not included in this proposal. Local codes will be required to provide a design if required.
- On the existing tower, the antenna locations for the proposed antenna system design will be available at the time of installation.
- Restoration of the site surroundings by fertilizing, seeding, and strawing the disturbed areas will be adequate.
- The site has adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.
- Underground utilities are not present in the construction area and as such no relocation will be required.

- The existing antenna support structure is structurally capable of supporting the new antenna, cables, and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind, and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.
- The existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables.
- Structural analyses for towers or other structures that have not been performed by Motorola will relinquish Motorola from any responsibility for the analysis report contents and/or recommendation therein.
- A waiver to zoning requirements like setbacks, etc. can be obtained.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- Foundations for the compound, 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 excavation, dewatering, hazardous material removal or wetland mitigation have not been included.
- Storm water design and implementation are excluded.
- Winter conditions (snow, ice, freezing) are excluded.
- Cranes, lifts, and specialty access equipment are considered outside of standard project scope unless otherwise declared in the detailed statement of work provided for each site. Assumes all towers are climbable and antennas can be installed without the need of cranes and/or lifts.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.
- The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load.
- A clear obstruction-free access exists from the antenna location to the equipment room.
- The Customer does not desire upgrade of the existing site to meet Motorola's R56 standards.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.
- Coverage testing is not included as a part of this proposal.

Site Development Completion Criteria

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

Section 3

Acceptance Test Plan

Capital Region Consortium

P25 Single Zone System

In-Field Draft

3.1 Wide Area Trunking - FDMA Sites

3.1.1 Talkgroup Call

1. DESCRIPTION

The Talkgroup is the primary level of organization for communications on a trunked radio system. Radios with Talkgroup call capability will be able to communicate with other members of the same Talkgroup. This provides the effect of a private channel down to the Talkgroup level.

This test will demonstrate that a Talkgroup transmission initiated by a radio user will only be heard by system users, which have, the same Talkgroup selected. As with other types of calls, Talkgroup calls can take place from anywhere in the system.

SETUP

RADIO-1 - SITE 1 - TALKGROUP 1
RADIO-2 - SITE 2 - TALKGROUP 1
RADIO-3 - SITE 1 - TALKGROUP 2
RADIO-4 - SITE 2 - TALKGROUP 2

VERSION #1.040

2. TEST

- Step 1. Initiate a Wide Area Call with RADIO-1 in TALKGROUP 1.
- Step 2. Observe that only RADIO-2 will be able to monitor and respond to the call.
- Step 3. Initiate a Wide Area Call with RADIO-3 in TALKGROUP 2.
- Step 4. Observe that only RADIO-4 will be able to monitor and respond the call.

Pass _____ Fail _____

Wide Area Trunking - FDMA Sites

3.1.2 Emergency Alarm and Call with Top of Queue

1. DESCRIPTION

Users in life threatening situations can use the Emergency button on the radio to immediately send a signal to the dispatcher and be assigned the next available voice channel. An Emergency Call can be set to either Top of Queue or Ruthless Preemption operation. During an emergency call the Emergency ID will appear on the display of the subscribers. To demonstrate this, an Emergency Alarm and Call will be initiated from a subscriber which will be received by a subscriber on the same talkgroup, affiliated at any site of any zone in the system.

NOTE: If the subscriber does not have the Display option, the Emergency ID will not be displayed.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - Any Site
RADIO-3 - TALKGROUP 2
RADIO-3 - SITE - SITE 1
RADIO-4 - TALKGROUP 3
RADIO-4 - SITE - SITE 1

All radios and talkgroups should start with default priorities. Default is 10.

VERSION #1.010

2. TEST

- Step 1. Verify the emergency type for TALKGROUP 1's template is set up as Top of Queue.
- Step 2. Simulate a busy system by disabling all channels at SITE 1 with the exception of the control channel and one voice channel.
- Step 3. Press the PTT to initiate a call with RADIO-3 and hold the PTT switch until instructed to release.
- Step 4. Key RADIO-4 and verify the radio receives a busy tone. Release the PTT switch on RADIO-4.
- Step 5. Using RADIO-1 send an Emergency Call by depressing the emergency switch and then the PTT switch.
- Step 6. Observe that RADIO-1 cannot transmit due to the voice channel being busy.
- Step 7. Release the PTT switch on RADIO-3.
- Step 8. Observe that RADIO-1 receives the call back before RADIO-4 and is able to proceed with the call. Also observe that the display on RADIO-2 denotes an emergency and the unit ID or alias of RADIO-1.
- Step 9. Dekey RADIO-1 and end the Emergency Call by holding down the Emergency button on RADIO-1 until an alert tone sounds. Verify RADIO-1 returns to normal operation and that RADIO-4 receives a callback.
- Step 10. Return the system to normal operation by enabling all the channels at SITE 1.

Pass ____ Fail ____

3.2 Site Trunking - FDMA Sites

3.2.1 Site Trunking Indication

1. DESCRIPTION

When a remote site loses its link or does not have a link to the Zone Controller, the affected site will enter "Site Trunking" mode of operation. Radios locked onto this site will be serviced locally within this site's coverage area.

NOTE: If the subscriber does not have the Display option, the "Site Trunking" indication will not be displayed.

SETUP

RADIO-1 - TALKGROUP 1

RADIO-1 - SITE - SITE 1

RADIO-2 - TALKGROUP 2

RADIO-2 - SITE - SITE 1

Lock the subscribers to SITE 1 if more than one site exists on the system.

VERSION #1.010

2. TEST

- Step 1. Place SITE 1 into the Site Trunking mode.
- Step 2. Verify that RADIO-1 and RADIO-2 are displaying the "Site Trunking" indication.
- Step 3. Return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass _____ Fail _____

Site Trunking - FDMA Sites

3.2.2 Talkgroup Call

1. DESCRIPTION

When a site goes into Site Trunking, radios with Talkgroup Call capability will be able to communicate with other members of the same talkgroup at that same site. Members of the same talkgroup at other sites will not be able to monitor those conversations.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 1
RADIO-3 - SITE - SITE 2
RADIO-4 - TALKGROUP 1
RADIO-4 - SITE - SITE 2

Note: All Radios should be "Site Locked"

VERSION #1.010

2. TEST

- Step 1. Place SITE 1 into the Site Trunking mode.
- Step 2. Initiate a Talkgroup Call with RADIO-1 on TALKGROUP 1 at SITE 1.
- Step 3. Observe that only RADIO-2 will be able to monitor and respond to the call. Note that RADIO-3 and RADIO-4 are not able to monitor the call since the site is not in wide area operation.
- Step 4. Initiate a Talkgroup Call with RADIO-3 on TALKGROUP 1 at SITE 2.
- Step 5. Observe that only RADIO-4 will be able to monitor and respond to the call.

Pass _____ Fail _____

Site Trunking - FDMA Sites

3.2.3 Emergency Call and Alarm

1. DESCRIPTION

Emergency Alarms and Calls can be initiated by subscribers when the registered site is in Site Trunking. With all subscribers registered on a Site Trunking site, a subscriber will initiate an Emergency Alarm by pressing the Emergency button. By pressing the PTT, an Emergency Call will be issued and the ID of the initiator will be displayed with an Emergency indication by the other subscribers on the same talkgroup.

Note that for site trunking, Emergency Call operation is always Top of Queue.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 2
RADIO-3 - SITE - SITE 1
RADIO-4 - TALKGROUP 3
RADIO-4 - SITE - SITE 1

Note: All Radios should be "Site Locked"

VERSION #1.010

2. TEST

- Step 1. Place SITE 1 into the Site Trunking mode.
- Step 2. Simulate a busy system by disabling all channels at SITE 1 with the exception of the control channel and one voice channel.
- Step 3. Press the PTT on RADIO-3 and hold the PTT switch until instructed to release.
- Step 4. Key RADIO-4 and observe that the radio receives a busy.
- Step 5. Using RADIO-1, initiate an emergency alarm followed by an emergency call.
- Step 6. Observe that RADIO-1 cannot transmit due to the voice channel being busy.
- Step 7. Release the PTT switch on RADIO-3.
- Step 8. Observe that RADIO-1 can now proceed with the call and RADIO-2 receives the call. Also observe that the display on RADIO-2 denotes an emergency and the ID or Alias of the unit sending the emergency.
- Step 9. End the emergency call and verify that RADIO-4 gets a callback.
- Step 10. Restore all channels to service and return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass _____ Fail _____

3.3 Signoff Certificate

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS: _____ Date: _____

Please Print Name: _____

Please Print Title: _____

Initials: _____

WITNESS: _____ Date: _____

Please Print Name: _____

Please Print Title: _____

Initials: _____

Section 4

Advanced Plus Services

4.1 Overview

Motorola Solutions is proposing our Advanced Plus Services for ASTRO® 25 infrastructure, a comprehensive program to sustain the long-term performance of Albany County network. Advanced Plus Services consists of the following elements:

- Network Event Monitoring.
- Remote Technical Support.
- Network Hardware Repair.
- Network Hardware Repair with Advanced Replacement.
- Remote Security Update Service (RSUS).
- OnSite Infrastructure Response.
- Annual Preventive Maintenance.
- Network Updates.

Together, these elements will help to avoid operational disruptions and maintain the value of Albany County communications investment.

4.2 Advanced Plus Services Element Descriptions

The following sections describe the elements proposed for Albany County ASTRO 25 infrastructure.

4.2.1 Network Event Monitoring

Motorola Solutions will continuously monitor Albany County ASTRO 25 network to detect potential issues or communications outages, maximizing network uptime. Motorola Solutions assesses each alert with advanced event detection and correlation algorithms to determine how to respond. Potential responses include remote restoration or dispatching a local field technician to resolve the incident on-site.

4.2.2 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) will provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with the County to help diagnose, troubleshoot, and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

4.2.3 Network Hardware Repair

To restore Albany County ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

4.2.4 Network Hardware Repair with Advanced Replacement

To restore Albany County ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

To reduce the impact of a malfunction, Motorola Solutions will exchange malfunctioning equipment with Advanced Replacement units or Field Replacement Units (FRU), as available. Motorola Solutions' repair depot will diagnose and repair malfunctioning components, and once repaired, add those to the depot's FRU inventory. Replacement components will remain in Albany County ASTRO 25 network to maintain continued network functionality.

If the County prefers to maintain their existing FRU inventory rather than using Motorola Solutions' depot inventory, Motorola Solutions can provide "loaner" FRUs during the repair process.

4.2.5 Remote Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. These updates may inadvertently disrupt ASTRO 25 network operations and functionality.

To minimize cyber risks and software conflicts, Motorola Solutions provides the Remote Security Update Service (RSUS). With this service, Motorola Solutions deploys antivirus and operating system security updates on an ASTRO 25 network in a dedicated information assurance lab to test and validate them for use with ASTRO 25 networks.

Motorola Solutions tests whether applying these security updates degrades network service. If an update degrades performance, Motorola Solutions searches for a solution or workaround to address the issue before releasing that update.

With RSUS, Motorola Solutions will remotely install tested updates on Albany County ASTRO 25 network. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation on a secured extranet website.

4.2.6 OnSite Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to Albany County ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Advanced Plus Services and in the Customer Support Plan agreed between the County and Motorola Solutions.

4.2.7 Annual Preventive Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

4.2.8 Network Updates

The Network Updates service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, Network Updates keeps Albany County ASTRO 25 network compatible with expansion elements, as well as new products or features. With Network Updates, Albany County network will remain on a release that qualifies for support services.

Motorola Solutions will deliver updates based on a predefined cadence of upgrade windows, with up to one update in each window. The Network Updates service includes the following:

- **Software Release Updates** - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.
- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** – Motorola Solutions will plan and implement updates at Albany County site. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, the County will have access to the technology, support, and planning expertise needed for an effective upgrade.

4.3 Motorola Solutions Service Delivery Ecosystem

Advanced Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots, and MyView Portal. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to Albany County administrators and personnel through MyView Portal.

Service activities and Motorola Solutions' service team are described in more detail below.

4.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts, and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among the County, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns, and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

4.3.2 Field Service

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

4.3.3 Repair Depot

The Motorola Solutions Repair Depot will provide the County with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable Albany County representatives to check repair status, from inbound shipment to return.

4.3.4 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be Albany County key point of contact for the definition and administration of services. The CSM will work with the County to define service delivery details to address Albany County specific priorities.

4.3.5 MyView Portal

To provide the County with quick access to service details, Motorola Solutions will provide our MyView Portal online network information tool. MyView Portal provides our customers with real-time critical network and services information through an easy-to-use graphical interface.



Figure 4-1: MyView Portal offers real-time, role-based access to critical network and services information.

With MyView Portal, Albany County administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance.
- Viewing incident reports.
- Updating and creating incidents.
- Checking system update status.
- Receiving pro-active notifications regarding updates.

Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

Section 5

Pricing

5.1 Pricing Summary

Motorola Solutions is pleased to provide the following equipment and services to Albany County.

Equipment and Installation

Description	Price (\$)
List Price	\$9,742,463.80
Equipment	\$5,308,540.00
Services and Installation	\$4,433,923.80
OGS Equipment Discount	\$1,232,166.47
Additional Discount	\$2,610,297.33
TOTAL SYSTEM AFTER DISCOUNTS	\$5,900,000.00

5.2 State Contract Detailed Pricing

QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	LIST (NASD)	OGS PRICE	OGS (NASD)
4	CDN6118A	PUNCH BLOCK DUAL 25 PAIR	\$125.00	\$500.00	\$100.00	\$400.00
1	CA00855AA	ADD: 700/800 MHZ	\$6,300.00	\$6,300.00	\$5,040.00	\$5,040.00
1	CA00855AA	ADD: 700/800 MHZ	\$6,300.00	\$6,300.00	\$5,040.00	\$5,040.00
1	CA00855AA	ADD: 700/800 MHZ	\$6,300.00	\$6,300.00	\$5,040.00	\$5,040.00
1	CA00855AA	ADD: 700/800 MHZ	\$6,300.00	\$6,300.00	\$5,040.00	\$5,040.00
1	CA00855AA	ADD: 700/800 MHZ	\$6,300.00	\$6,300.00	\$5,040.00	\$5,040.00
1	CA00855AA	ADD: 700/800 MHZ	\$6,300.00	\$6,300.00	\$5,040.00	\$5,040.00
1	CA00855AA	ADD: 700/800 MHZ	\$6,300.00	\$6,300.00	\$5,040.00	\$5,040.00
1	CA00855AA	ADD: 700/800 MHZ	\$6,300.00	\$6,300.00	\$5,040.00	\$5,040.00
1	CA00855AA	ADD: 700/800 MHZ	\$6,300.00	\$6,300.00	\$5,040.00	\$5,040.00
1	CA00855AA	ADD: 700/800 MHZ	\$6,300.00	\$6,300.00	\$5,040.00	\$5,040.00
1	CA00855AA	ADD: 700/800 MHZ	\$6,300.00	\$6,300.00	\$5,040.00	\$5,040.00
1	CA00855AA	ADD: 700/800 MHZ	\$6,300.00	\$6,300.00	\$5,040.00	\$5,040.00
1	CA00855AA	ADD: 700/800 MHZ	\$6,300.00	\$6,300.00	\$5,040.00	\$5,040.00
1	CA00855AA	ADD: 700/800 MHZ	\$6,300.00	\$6,300.00	\$5,040.00	\$5,040.00
1	CA00855AA	ADD: 700/800 MHZ	\$6,300.00	\$6,300.00	\$5,040.00	\$5,040.00
1	CA00855AA	ADD: 700/800 MHZ	\$6,300.00	\$6,300.00	\$5,040.00	\$5,040.00
1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILIT	\$2,100.00	\$2,100.00	\$1,680.00	\$1,680.00
1	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK	\$600.00	\$600.00	\$480.00	\$480.00
1	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK	\$600.00	\$600.00	\$480.00	\$480.00
1	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK	\$600.00	\$600.00	\$480.00	\$480.00
1	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK	\$600.00	\$600.00	\$480.00	\$480.00
1	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK	\$600.00	\$600.00	\$480.00	\$480.00

Pricing

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QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	LIST (NASD)	OGS PRICE	OGS (NASD)
1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU	\$1,000.00	\$1,000.00	\$800.00	\$800.00
1	CA00882AA	ADD: 700 MHZ TX FILTER W/PMU	\$1,000.00	\$1,000.00	\$800.00	\$800.00
2	CA00884AA	ADD: QTY (1) XHUB	\$3,500.00	\$7,000.00	\$2,800.00	\$5,600.00
2	CA00884AA	ADD: QTY (1) XHUB	\$3,500.00	\$7,000.00	\$2,800.00	\$5,600.00
2	CA00884AA	ADD: QTY (1) XHUB	\$3,500.00	\$7,000.00	\$2,800.00	\$5,600.00
2	CA00884AA	ADD: QTY (1) XHUB	\$3,500.00	\$7,000.00	\$2,800.00	\$5,600.00
2	CA00884AA	ADD: QTY (1) XHUB	\$3,500.00	\$7,000.00	\$2,800.00	\$5,600.00
2	CA00884AA	ADD: QTY (1) XHUB	\$3,500.00	\$7,000.00	\$2,800.00	\$5,600.00
2	CA00884AA	ADD: QTY (1) XHUB	\$3,500.00	\$7,000.00	\$2,800.00	\$5,600.00
2	CA00884AA	ADD: QTY (1) XHUB	\$3,500.00	\$7,000.00	\$2,800.00	\$5,600.00
2	CA00884AA	ADD: QTY (1) XHUB	\$3,500.00	\$7,000.00	\$2,800.00	\$5,600.00
2	CA00884AA	ADD: QTY (1) XHUB	\$3,500.00	\$7,000.00	\$2,800.00	\$5,600.00
2	CA00884AA	ADD: QTY (1) XHUB	\$3,500.00	\$7,000.00	\$2,800.00	\$5,600.00
2	CA00884AA	ADD: QTY (1) XHUB	\$3,500.00	\$7,000.00	\$2,800.00	\$5,600.00
1	CA01058AA	ADD: 700/800 PHASING HARNESS	\$1,000.00	\$1,000.00	\$800.00	\$800.00
1	CA01058AA	ADD: 700/800 PHASING HARNESS	\$1,000.00	\$1,000.00	\$800.00	\$800.00
1	CA01058AA	ADD: 700/800 PHASING HARNESS	\$1,000.00	\$1,000.00	\$800.00	\$800.00
1	CA01058AA	ADD: 700/800 PHASING HARNESS	\$1,000.00	\$1,000.00	\$800.00	\$800.00
1	CA01058AA	ADD: 700/800 PHASING HARNESS	\$1,000.00	\$1,000.00	\$800.00	\$800.00
1	CA01058AA	ADD: 700/800 PHASING HARNESS	\$1,000.00	\$1,000.00	\$800.00	\$800.00
1	CA01058AA	ADD: 700/800 PHASING HARNESS	\$1,000.00	\$1,000.00	\$800.00	\$800.00
1	CA01058AA	ADD: 700/800 PHASING HARNESS	\$1,000.00	\$1,000.00	\$800.00	\$800.00
1	CA01058AA	ADD: 700/800 PHASING HARNESS	\$1,000.00	\$1,000.00	\$800.00	\$800.00
1	CA01058AA	ADD: 700/800 PHASING HARNESS	\$1,000.00	\$1,000.00	\$800.00	\$800.00

Pricing

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QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	LIST (NASD)	OGS PRICE	OGS (NASD)
1	CA01842AA	ADD: P25 TDMA SOFTWARE	\$13,000.00	\$13,000.00	\$9,750.00	\$9,750.00
1	CA01842AA	ADD: P25 TDMA SOFTWARE	\$13,000.00	\$13,000.00	\$9,750.00	\$9,750.00
1	CA01842AA	ADD: P25 TDMA SOFTWARE	\$13,000.00	\$13,000.00	\$9,750.00	\$9,750.00
1	CA01842AA	ADD: P25 TDMA SOFTWARE	\$13,000.00	\$13,000.00	\$9,750.00	\$9,750.00
1	CA01842AA	ADD: P25 TDMA SOFTWARE	\$13,000.00	\$13,000.00	\$9,750.00	\$9,750.00
1	CA01842AA	ADD: P25 TDMA SOFTWARE	\$13,000.00	\$13,000.00	\$9,750.00	\$9,750.00
1	CA01842AA	ADD: P25 TDMA SOFTWARE	\$13,000.00	\$13,000.00	\$9,750.00	\$9,750.00
1	CA01842AA	ADD: P25 TDMA SOFTWARE	\$13,000.00	\$13,000.00	\$9,750.00	\$9,750.00
1	CA01842AA	ADD: P25 TDMA SOFTWARE	\$13,000.00	\$13,000.00	\$9,750.00	\$9,750.00
6	CA01842AA	ADD: P25 TDMA SOFTWARE	\$13,000.00	\$78,000.00	\$9,750.00	\$58,500.00
6	CA01842AA	ADD: P25 TDMA SOFTWARE	\$13,000.00	\$78,000.00	\$9,750.00	\$58,500.00
5	CA01842AA	ADD: P25 TDMA SOFTWARE	\$13,000.00	\$65,000.00	\$9,750.00	\$48,750.00
1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
1	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00

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QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	LIST (NASD)	OGS PRICE	OGS (NASD)
1	CA01912AA	ADD: CM P25 TDMA SOFTWARE UPGRADE	\$3,300.00	\$3,300.00	\$2,475.00	\$2,475.00
2	CA03445AA	ADD: MISSION CRITICAL HARDENING	\$3,300.00	\$6,600.00	\$2,640.00	\$5,280.00
1	CA03445AA	ADD: MISSION CRITICAL HARDENING	\$3,300.00	\$3,300.00	\$2,640.00	\$2,640.00
2	CA03448AA	ADD: STATEFUL FIREWALL	\$1,000.00	\$2,000.00	\$800.00	\$1,600.00
1	CA03448AA	ADD: STATEFUL FIREWALL	\$1,000.00	\$1,000.00	\$800.00	\$800.00
1	CA03525AA	ADD: HW SUPPORT UP TO 18 CARRIERS	\$21,000.00	\$21,000.00	\$16,800.00	\$16,800.00
1	CA03530AA	ADD: EXTERNAL TIMING REFERENCE	\$110.00	\$110.00	\$88.00	\$88.00
2	CA03546AA	ADD: SINGLE JUNIPER SRX1500	\$15,200.00	\$30,400.00	\$12,160.00	\$24,320.00
1	CA03334AA	ADD: CORE BACKHAUL SWITCHES	\$5,400.00	\$5,400.00	\$4,320.00	\$4,320.00
2	CA00884AA	ADD: QTY (1) XHUB	\$3,500.00	\$7,000.00	\$2,800.00	\$5,600.00
2	CA00884AA	ADD: QTY (1) XHUB	\$3,500.00	\$7,000.00	\$2,800.00	\$5,600.00
218	CA03530AA	ADD: EXTERNAL TIMING REFERENCE	\$110.00	\$23,980.00	\$88.00	\$19,184.00
2	CA03317AA	ADD: DIGITAL CONV SIMULCAST SOFTWARE	\$3,000.00	\$6,000.00	\$2,250.00	\$4,500.00
1	DLN1444A	FRE: DSC 8000, PRIME SITE	\$10,500.00	\$10,500.00	\$8,400.00	\$8,400.00
1	DLN1444A	FRE: DSC 8000, PRIME SITE	\$10,500.00	\$10,500.00	\$8,400.00	\$8,400.00
1	CLN1868	2930F 24-PORT SWITCH	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
2	DLN1444A	FRE: DSC 8000, PRIME SITE	\$10,500.00	\$21,000.00	\$8,400.00	\$16,800.00
1	DLN6781A	FRU: POWER SUPPLY	\$2,200.00	\$2,200.00	\$1,760.00	\$1,760.00
1	DLN6893A	FRU: XCVR VHF V2 W/OPTION CARD	\$4,300.00	\$4,300.00	\$3,440.00	\$3,440.00
1	DLN6895A	FRU: PA 7/800 MHZ	\$3,200.00	\$3,200.00	\$2,560.00	\$2,560.00
2	DLN6898A	FRU: FAN MODULE	\$300.00	\$600.00	\$240.00	\$480.00
1	CA00884AA	ADD: QTY (1) XHUB	\$3,500.00	\$3,500.00	\$2,800.00	\$2,800.00
12	VA00011AA	19INCH RACK MOUNT HARDWARE KIT CABINET OR RACK	\$50.00	\$600.00	\$40.00	\$480.00

Pricing

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QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	LIST (NASD)	OGS PRICE	OGS (NASD)
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)	\$62.00	\$744.00	\$49.60	\$595.20
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)	\$62.00	\$744.00	\$49.60	\$595.20
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)	\$62.00	\$744.00	\$49.60	\$595.20
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)	\$62.00	\$744.00	\$49.60	\$595.20
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)	\$62.00	\$744.00	\$49.60	\$595.20
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)	\$62.00	\$744.00	\$49.60	\$595.20
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)	\$62.00	\$744.00	\$49.60	\$595.20
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)	\$62.00	\$744.00	\$49.60	\$595.20
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)	\$62.00	\$744.00	\$49.60	\$595.20
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)	\$62.00	\$744.00	\$49.60	\$595.20
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)	\$62.00	\$744.00	\$49.60	\$595.20
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)	\$62.00	\$744.00	\$49.60	\$595.20
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)	\$62.00	\$744.00	\$49.60	\$595.20
8	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)	\$62.00	\$496.00	\$49.60	\$396.80
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)	\$62.00	\$744.00	\$49.60	\$595.20
2	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LI	\$140.00	\$280.00	\$112.00	\$224.00

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QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	LIST (NASD)	OGS PRICE	OGS (NASD)
4	DSTRAK4702354	LIGHTENING/SURGE SUPPRESSOR (N-N) FOR TRAK GPS	\$645.00	\$2,580.00	\$445.05	\$1,780.20
1	DS1092AA	ASSEMBLY,CMM4 RACK MOUNT ASSEMBLY	\$1,254.00	\$1,254.00	\$1,620.00	\$1,620.00
1	DS1092AA	ASSEMBLY,CMM4 RACK MOUNT ASSEMBLY	\$1,254.00	\$1,254.00	\$1,620.00	\$1,620.00
1	DS1092AA	ASSEMBLY,CMM4 RACK MOUNT ASSEMBLY	\$1,254.00	\$1,254.00	\$1,620.00	\$1,620.00
1	DS1092AA	ASSEMBLY,CMM4 RACK MOUNT ASSEMBLY	\$1,254.00	\$1,254.00	\$1,620.00	\$1,620.00
1	DS1092AA	ASSEMBLY,CMM4 RACK MOUNT ASSEMBLY	\$1,254.00	\$1,254.00	\$1,620.00	\$1,620.00
1	DS1092AA	ASSEMBLY,CMM4 RACK MOUNT ASSEMBLY	\$1,254.00	\$1,254.00	\$1,620.00	\$1,620.00
1	DS1092AA	ASSEMBLY,CMM4 RACK MOUNT ASSEMBLY	\$1,254.00	\$1,254.00	\$1,620.00	\$1,620.00
1	DS1092AA	ASSEMBLY,CMM4 RACK MOUNT ASSEMBLY	\$1,254.00	\$1,254.00	\$1,620.00	\$1,620.00
1	DS1092AA	ASSEMBLY,CMM4 RACK MOUNT ASSEMBLY	\$1,254.00	\$1,254.00	\$1,620.00	\$1,620.00
1	DS1092AA	ASSEMBLY,CMM4 RACK MOUNT ASSEMBLY	\$1,254.00	\$1,254.00	\$1,620.00	\$1,620.00
1	DS1092AA	ASSEMBLY,CMM4 RACK MOUNT ASSEMBLY	\$1,254.00	\$1,254.00	\$1,620.00	\$1,620.00
1	DS1092AA	ASSEMBLY,CMM4 RACK MOUNT ASSEMBLY	\$1,254.00	\$1,254.00	\$1,620.00	\$1,620.00
1	DS1092AA	ASSEMBLY,CMM4 RACK MOUNT ASSEMBLY	\$1,254.00	\$1,254.00	\$1,620.00	\$1,620.00
8	DS1092AA	ASSEMBLY,CMM4 RACK MOUNT ASSEMBLY	\$1,254.00	\$10,032.00	\$1,620.00	\$12,960.00
1	DS1092AA	ASSEMBLY,CMM4 RACK MOUNT ASSEMBLY	\$1,254.00	\$1,254.00	\$1,620.00	\$1,620.00
2	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE	\$949.00	\$1,898.00	\$759.20	\$1,518.40
2	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE	\$949.00	\$1,898.00	\$759.20	\$1,518.40
2	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE	\$949.00	\$1,898.00	\$759.20	\$1,518.40
2	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE	\$949.00	\$1,898.00	\$759.20	\$1,518.40
2	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE	\$949.00	\$1,898.00	\$759.20	\$1,518.40
2	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE	\$949.00	\$1,898.00	\$759.20	\$1,518.40
2	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE	\$949.00	\$1,898.00	\$759.20	\$1,518.40
2	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE	\$949.00	\$1,898.00	\$759.20	\$1,518.40
2	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE	\$949.00	\$1,898.00	\$759.20	\$1,518.40

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QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	LIST (NASD)	OGS PRICE	OGS (NASD)
2	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE	\$949.00	\$1,898.00	\$759.20	\$1,518.40
2	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE	\$949.00	\$1,898.00	\$759.20	\$1,518.40
2	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE	\$949.00	\$1,898.00	\$759.20	\$1,518.40
2	DS241115105	FLATPACK 2 48/2000 HE RECTIFIER	\$949.00	\$1,898.00	\$759.20	\$1,518.40
6	DS241115105	FLATPACK 2 48/2000 HE RECTIFIER	\$949.00	\$5,694.00	\$759.20	\$4,555.20
2	TT3506A	R6371 DC PACKAGE FROM ERS	\$3,750.00	\$7,500.00	\$3,375.00	\$6,750.00
7	X146AD	ADD: 25' ETHERNET CABLE UPGRD	\$200.00	\$1,400.00	\$160.00	\$1,120.00
1	DKN6104A	FRU: 25' DLAN CABLE	\$200.00	\$200.00	\$160.00	\$160.00
4	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FO	\$27.00	\$108.00	\$21.60	\$86.40
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FO	\$27.00	\$54.00	\$21.60	\$43.20
4	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FO	\$27.00	\$108.00	\$21.60	\$86.40
4	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FO	\$27.00	\$108.00	\$21.60	\$86.40
4	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FO	\$27.00	\$108.00	\$21.60	\$86.40
1	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FO	\$27.00	\$27.00	\$21.60	\$21.60
1	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FO	\$27.00	\$27.00	\$21.60	\$21.60
1	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FO	\$27.00	\$27.00	\$21.60	\$21.60
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80

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QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	LIST (NASD)	OGS PRICE	OGS (NASD)
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
4	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$176.00	\$35.20	\$140.80
2	DS502653	BREAKER 10A 1P AUX 5/16 BULLET	\$44.00	\$88.00	\$35.20	\$70.40
4	DS502877	48V 125AH 12V125F ENERSYS BATT SET	\$3,047.00	\$12,188.00	\$2,437.60	\$9,750.40
1	DS570SA16FNRJ1S	SPD, TYPE 1, SAD/MOV, 120/240 VAC 1-PHASE	\$2,320.00	\$2,320.00	\$1,856.00	\$1,856.00
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.15	\$32.25	\$1.72	\$25.80
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.15	\$32.25	\$1.72	\$25.80

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QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	LIST (NASD)	OGS PRICE	OGS (NASD)
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.15	\$32.25	\$1.72	\$25.80
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.15	\$32.25	\$1.72	\$25.80
250	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.15	\$537.50	\$1.72	\$430.00
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.15	\$32.25	\$1.72	\$25.80
15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$2.15	\$32.25	\$1.72	\$25.80
250	DSAT078J50	AT078J50, 7/8" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$5.20	\$1,300.00	\$4.16	\$1,040.00
250	DSAT078J50	AT078J50, 7/8" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT	\$5.20	\$1,300.00	\$4.16	\$1,040.00
6	39009347001	GROUND BUS BAR	\$97.50	\$585.00	\$67.28	\$403.65
6	39009347001	GROUND BUS BAR	\$97.50	\$585.00	\$67.28	\$403.65
6	39009347001	GROUND BUS BAR	\$97.50	\$585.00	\$67.28	\$403.65
6	39009347001	GROUND BUS BAR	\$97.50	\$585.00	\$67.28	\$403.65
6	39009347001	GROUND BUS BAR	\$97.50	\$585.00	\$67.28	\$403.65
6	39009347001	GROUND BUS BAR	\$97.50	\$585.00	\$67.28	\$403.65
6	39009347001	GROUND BUS BAR	\$97.50	\$585.00	\$67.28	\$403.65
6	39009347001	GROUND BUS BAR	\$97.50	\$585.00	\$67.28	\$403.65

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QTY	NOMENGLATURE	DESCRIPTION	LIST PRICE	LIST (NASD)	OGS PRICE	OGS (NASD)
2	DSCBB005E	BREAKER, 5 AMP DC BULLET BREAKER	\$44.00	\$88.00	\$35.20	\$70.40
2	DSCBB005E	BREAKER, 5 AMP DC BULLET BREAKER	\$44.00	\$88.00	\$35.20	\$70.40
5	DSCBB005E	BREAKER, 5 AMP DC BULLET BREAKER	\$44.00	\$220.00	\$35.20	\$176.00
2	DS3799643700	175A 2P BREAKER KIT	\$166.00	\$332.00	\$132.80	\$265.60
1	DS DFA07850B	7/16 DIN FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)	\$55.00	\$55.00	\$44.00	\$44.00
2	DS DFA07850B	7/16 DIN FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)	\$55.00	\$110.00	\$44.00	\$88.00
2	DS DFA07850B	7/16 DIN FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)	\$55.00	\$110.00	\$44.00	\$88.00
2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$44.50	\$89.00	\$35.60	\$71.20
2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$44.50	\$89.00	\$35.60	\$71.20
2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$44.50	\$89.00	\$35.60	\$71.20
2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$44.50	\$89.00	\$35.60	\$71.20
1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$44.50	\$44.50	\$35.60	\$35.60
2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$44.50	\$89.00	\$35.60	\$71.20
2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$44.50	\$89.00	\$35.60	\$71.20
2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)	\$44.50	\$89.00	\$35.60	\$71.20
2	DSDS8A06F36U3D	806-869MHZ, 6DB GAIN SINGLE OMNI FIBERGLASS 3DT, DIN	\$2,462.00	\$4,924.00	\$1,969.60	\$3,939.20
1	DSDS8A06F36U3D	806-869MHZ, 6DB GAIN SINGLE OMNI FIBERGLASS 3DT, DIN	\$2,462.00	\$2,462.00	\$1,969.60	\$1,969.60

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QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	LIST (NASD)	OGS PRICE	OGS (NASD)
150	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGAT	\$2.60	\$390.00	\$2.08	\$312.00
20	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM	\$2.95	\$59.00	\$2.36	\$47.20
20	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM	\$2.95	\$59.00	\$2.36	\$47.20
50	L3323A	AVA5-50, 7/8 IN VIRTUAL AIR COAXIAL CABLE, CORRUGATED COPPER	\$4.35	\$217.50	\$3.48	\$174.00
25	L3323A	AVA5-50, 7/8 IN VIRTUAL AIR COAXIAL CABLE, CORRUGATED COPPER	\$4.35	\$108.75	\$3.48	\$87.00
25	L3323A	AVA5-50, 7/8 IN VIRTUAL AIR COAXIAL CABLE, CORRUGATED COPPER	\$4.35	\$108.75	\$3.48	\$87.00
300	DSEC750A	COAXIAL CABLE, "A" SERIES 1-5/8" 50 OHM CORRUGATED COPPER	\$7.30	\$2,190.00	\$5.84	\$1,752.00
150	DSEC750A	COAXIAL CABLE, "A" SERIES 1-5/8" 50 OHM CORRUGATED COPPER	\$7.30	\$1,095.00	\$5.84	\$876.00
3	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX	\$49.00	\$147.00	\$39.20	\$117.60
6	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX	\$49.00	\$294.00	\$39.20	\$235.20
6	DSGKS12AC	GK-S12AC, STD GROUND KIT FOR 1/2" AIRCELL COAX	\$49.00	\$294.00	\$39.20	\$235.20
6	DSGKS78AC	GK-S78AC, STD GROUND KIT FOR 7/8" AIRCELL COAX	\$49.00	\$294.00	\$39.20	\$235.20
6	DSGKS78AC	GK-S78AC, STD GROUND KIT FOR 7/8" AIRCELL COAX	\$49.00	\$294.00	\$39.20	\$235.20
1	DSOTEC125ID	AUTO TRANSFER SWITCH, 125A, 120/240V, INDOOR ENCLOSURE	\$3,580.00	\$3,580.00	\$2,864.00	\$2,864.00
2	DSHG12	HG-12, LACE-UP GRIP FOR 1/2 COAX	\$49.00	\$98.00	\$39.20	\$78.40
1	DSHG12	HG-12, LACE-UP GRIP FOR 1/2 COAX	\$49.00	\$49.00	\$39.20	\$39.20
2	DSHG78	HG-78, LACE-UP GRIP FOR 7/8 COAX	\$67.25	\$134.50	\$53.80	\$107.60

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CITY	NOMENCLATURE	DESCRIPTION	LIST PRICE	LIST (NASD)	OGS PRICE	OGS (NASD)
2	DSHG78	HG-78, LACE-UP GRIP FOR 7/8 COAX	\$67.25	\$134.50	\$53.80	\$107.60
2	DSHG78	HG-78, LACE-UP GRIP FOR 7/8 COAX	\$67.25	\$134.50	\$53.80	\$107.60
2	DSIX2L1M1DC48IG	SITE EQUIPMENT, PD, HPD GPS DATA LIN	\$225.00	\$450.00	\$180.00	\$360.00
4	DSMW3HE00027CA	SFP - GIGE SX - LC ROHS 6/6 DDM -40/85C	\$242.00	\$968.00	\$193.60	\$774.40
4	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C	\$280.00	\$1,120.00	\$224.00	\$896.00
2	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V	\$2,450.00	\$4,900.00	\$1,960.00	\$3,920.00
1	DSMW3HE02784MA	SAR RELEASE 9.0 BASIC OS LICENSE	\$595.00	\$595.00	\$476.00	\$476.00
1	DSMW3HE06791AA	SAR-8 SHELF V2	\$840.00	\$840.00	\$672.00	\$672.00
1	DSMW3HE06792AA	IPD FAN MODULE FOR SAR-8 SHELF V2 EXT. TEMP (-48VDC)	\$420.00	\$420.00	\$336.00	\$336.00
4	DSMW3HEPMC4SFP	PMC CARD WITH 4 SFP BUNDLE (6 RJ45 TOTAL)	\$3,780.00	\$15,120.00	\$3,024.00	\$12,096.00
3	Mot-377273	N-Male Connectors	\$40.00	\$120.00	\$37.20	\$111.60
1	Mot-377273	N-Male Connectors	\$40.00	\$40.00	\$37.20	\$37.20
1	DSQT025SANG	GENERATOR, 25KW NAT GAS/LPV, QT SERIES, 120/240V 1PH, OD HSG	\$21,428.00	\$21,428.00	\$17,142.40	\$17,142.40
9	DSSHU12	SH-U12, UNIV SNAP HANGER 1/2 ,PKG10	\$52.00	\$468.00	\$41.60	\$374.40
9	DSSHU78	SH-U78, UNIVERSAL SNAP-IN HANGER FOR 7/8" AIRCELL COAX, PKG OF 10	\$52.00	\$468.00	\$41.60	\$374.40
9	DSSHU78	SH-U78, UNIVERSAL SNAP-IN HANGER FOR 7/8" AIRCELL COAX, PKG OF 10	\$52.00	\$468.00	\$41.60	\$374.40
1	DS299235	DC POWER SYSTEM, FP2 23IN RACK MOUNTED 1344 AMP -48V DUAL AC INPUT	\$18,316.00	\$18,316.00	\$14,652.80	\$14,652.80
24	DSTRAK91061	FOUR PORT DDM	\$893.00	\$21,432.00	\$714.40	\$17,145.60
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS	\$100.00	\$100.00	\$80.00	\$80.00
2	DDN2403A	DC SURGE PROTECTION, 3 RRU	\$290.00	\$580.00	\$261.00	\$522.00
1	DDN2403A	DC SURGE PROTECTION, 3 RRU	\$290.00	\$290.00	\$261.00	\$261.00

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QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	LIST (NASD)	OGS PRICE	OGS (NASD)
2	DSTXDCDFM	RF SPD, 698 MHZ-2.7 GHZ, 60VDC PASS, DIN, MALE/FEM PIM/PIP RATED, ASIG	\$165.00	\$330.00	\$132.00	\$264.00
1	DSTXDFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET	\$178.00	\$178.00	\$142.40	\$142.40
2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$43.50	\$87.00	\$34.80	\$69.60
5	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$43.50	\$217.50	\$34.80	\$174.00
1	F0016A	MC IOT MAIN MODEL	\$0.00	\$0.00	\$0.00	\$0.00
1	DDN2797A	DIN RAIL MOUNTING BRACKET FOR RV50X	\$25.00	\$25.00	\$23.25	\$23.25
9	FHN0063A	TERMINAL BLOCK MALE 2 PIN 5 MM	\$10.00	\$90.00	\$8.00	\$72.00
12	DKN6113A	FRU: 50' TRUNKING CABLE	\$87.00	\$1,044.00	\$69.60	\$835.20
2	T7540A	GPW 8000 RECEIVER	\$1,000.00	\$2,000.00	\$800.00	\$1,600.00
1	SQM01SUM0320	VIRTUALIZED PRIME SITE	\$9,500.00	\$9,500.00	\$7,600.00	\$7,600.00
1	SQM01SUM0323	ASTRO MASTER SITE	\$0.00	\$0.00	\$0.00	\$0.00
1	SQM01SUM0323	ASTRO MASTER SITE	\$0.00	\$0.00	\$0.00	\$0.00
1	SQM01SUM7054A	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00
1	SQM01SUM7054A	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00
1	SQM01SUM7054A	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00
1	SQM01SUM7054A	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00
1	SQM01SUM7054A	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00
1	SQM01SUM7054A	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00
1	SQM01SUM7054A	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00
1	SQM01SUM7054A	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00
1	SQM01SUM7054A	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00
1	SQM01SUM7054A	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00
1	SQM01SUM7054A	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00
1	SQM01SUM7054A	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00
1	SQM01SUM7054A	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00

Pricing

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QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	LIST (NASD)	OGS PRICE	OGS (NASD)
1	SQM01SUM7054A	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00
1	SQM01SUM7054A	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00
1	SQM01SUM7054A	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00
1	SQM01SUM7054A	GTR 8000 EXPANDABLE SITE SUBSYSTEM	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00
2	T8547	SITE ROUTER & FIREWALL- DC	\$1,100.00	\$2,200.00	\$880.00	\$1,760.00
1	T8547	SITE ROUTER & FIREWALL- DC	\$1,100.00	\$1,100.00	\$880.00	\$880.00
1	TRN7343	SEVEN AND A HALF FOOT RACK	\$495.00	\$495.00	\$396.00	\$396.00
1	UA00153AB	ADD: P25 FDMA TRUNKING OPERATION SI	\$30,000.00	\$30,000.00	\$24,000.00	\$24,000.00
12	UA00159AB	ADD: P25 PHASE 2 TDMA TRKNG OP SITE LIC	\$30,000.00	\$360,000.00	\$24,000.00	\$288,000.00
1	UA00159AB	ADD: P25 PHASE 2 TDMA TRKNG OP SITE	\$30,000.00	\$30,000.00	\$24,000.00	\$24,000.00
12	UA00160AA	ADD: PHASE 2 DYNAMIC TG ASGNMT SITE LIC	\$18,000.00	\$216,000.00	\$14,400.00	\$172,800.00
12	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC	\$3,000.00	\$36,000.00	\$2,400.00	\$28,800.00
17	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO	\$3,000.00	\$51,000.00	\$2,400.00	\$40,800.00
12	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC	\$2,000.00	\$24,000.00	\$1,600.00	\$19,200.00
12	UA00702AA	ADD: TRUNKING MULTISITE VOTING LICENSE, PER CARRIER	\$18,500.00	\$222,000.00	\$14,800.00	\$177,600.00
12	UA00703AA	ADD: CREDIT TRUNKING MULTISITE VOTING LICENSE, PER CARRIER	(\$18,500.00)	(\$222,000.00)	(\$14,800.00)	(\$177,600.00)
1	UA00704AA	ADD: MULTISITE PRIME TRUNKING LICENSE	\$125,000.00	\$125,000.00	\$100,000.00	\$100,000.00
1	UA00705AA	ADD: CREDIT MULTISITE PRIME TRUNKING LICENSE	(\$125,000.00)	(\$125,000.00)	(\$125,000.00)	(\$125,000.00)
1	UA00702AA	ADD: TRUNKING MULTISITE VOTING LICENSE, PER CARRIER	\$18,500.00	\$18,500.00	\$14,800.00	\$14,800.00
3	VA00150AA	ADD: 12DI/8AI HW ONLY NO LIC	\$595.00	\$1,785.00	\$476.00	\$1,428.00
1	VA00155AA	ADD: DC POWER CABLE	\$50.00	\$50.00	\$40.00	\$40.00
1	VA00331AA	16 DI 120-230V MODULE	\$310.00	\$310.00	\$279.00	\$279.00

Pricing

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QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	LIST (NASD)	OGS PRICE	OGS (NASD)
1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS	\$35,400.00	\$35,400.00	\$28,320.00	\$28,320.00
1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS	\$35,400.00	\$35,400.00	\$28,320.00	\$28,320.00
1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS	\$35,400.00	\$35,400.00	\$28,320.00	\$28,320.00
1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS	\$35,400.00	\$35,400.00	\$28,320.00	\$28,320.00
1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS	\$35,400.00	\$35,400.00	\$28,320.00	\$28,320.00
1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS	\$35,400.00	\$35,400.00	\$28,320.00	\$28,320.00
1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS	\$35,400.00	\$35,400.00	\$28,320.00	\$28,320.00
1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS	\$35,400.00	\$35,400.00	\$28,320.00	\$28,320.00
1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS	\$35,400.00	\$35,400.00	\$28,320.00	\$28,320.00
1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS	\$35,400.00	\$35,400.00	\$28,320.00	\$28,320.00
1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS	\$35,400.00	\$35,400.00	\$28,320.00	\$28,320.00
1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS	\$35,400.00	\$35,400.00	\$28,320.00	\$28,320.00
1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS	\$35,400.00	\$35,400.00	\$28,320.00	\$28,320.00
1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS	\$35,400.00	\$35,400.00	\$28,320.00	\$28,320.00
1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS	\$35,400.00	\$35,400.00	\$28,320.00	\$28,320.00
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	\$495.00	\$495.00	\$396.00	\$396.00
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	\$495.00	\$495.00	\$396.00	\$396.00
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	\$495.00	\$495.00	\$396.00	\$396.00
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	\$495.00	\$495.00	\$396.00	\$396.00
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	\$495.00	\$495.00	\$396.00	\$396.00
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	\$495.00	\$495.00	\$396.00	\$396.00
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	\$495.00	\$495.00	\$396.00	\$396.00
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	\$495.00	\$495.00	\$396.00	\$396.00
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	\$495.00	\$495.00	\$396.00	\$396.00

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QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	LIST (NASD)	OGS PRICE	OGS (NASD)
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	\$495.00	\$495.00	\$396.00	\$396.00
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	\$495.00	\$495.00	\$396.00	\$396.00
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	\$495.00	\$495.00	\$396.00	\$396.00
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	\$495.00	\$495.00	\$396.00	\$396.00
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	\$495.00	\$495.00	\$396.00	\$396.00
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	\$495.00	\$495.00	\$396.00	\$396.00

Pricing

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5.3 Payment Schedule

System Purchase Payment Milestones

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.

1. **25% of the Contract Price due upon contract execution (due upon effective date);**
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.

Section 6

Contractual Documentation

This proposal is subject to the New York State Office of General Services Contract PT68722.

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and The County of Albany ("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." 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" dated 05/24/2024

C-2 "Pricing Summary & Equipment List" dated 05/24/2024

C-3 "Implementation Statement of Work" dated 05/24/2024

C-4 "Acceptance Test Plan" or "ATP" dated 05/24/2024

C-5 "Performance Schedule" dated 05/24/2024

Exhibit D "System Acceptance Certificate"

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 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) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

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, end 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, 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.

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.

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. 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 hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found

to be overly broad under applicable law, it 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. 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.

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.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$5900000.00. 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 shipment. 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: Albany County Sheriffs Office
Address 16 Eagle Street, Albany, NY 12207
Phone: 518 487-5000

E-INVOICE. To receive invoices via email:

Customer Account Number: 1035432369
Customer Accounts Payable Email: kevin.demarest@albanycountyny.gov
Customer CC(optional) Email: Brian.dunican@albanycountyny.gov

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

Name: Albany County Sheriff's Office
Address: 16 Eagle Street, Albany, NY 12207

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

Name: Albany County Sheriffs Office C/O Pittsfield Communications Systems
Address: 18 Wade Road Latham, NY 12110
Phone: 518 231-1089

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.

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 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**
Communication System and Services Agreement v.2.9.2021

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, 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 the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

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 DEFAULT AND 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.

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.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola 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 Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer'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. 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. Additionally, the Recipient may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the Discloser prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.

16.1.3. 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. 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: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and The County of Albany ("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) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided that* Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

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

4.4 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 Communication System and Services Agreement v.2.9.2021

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written

consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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

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

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

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.
Communication System and Services Agreement v.2.9.2021

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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

13.3 **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.

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

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

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

13.7. 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 contract execution (due upon effective date);**
- 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 and may be charged separately. 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.

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

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

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