

**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR PRODUCTS AND RELATED SERVICES**  
**MOTOROLA SOLUTIONS INC.**

**1. Introduction**

**A. Parties**

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Motorola Solutions Inc. (“Vendor”), with its principal place of business at 500 West Monroe Street, Chicago, Illinois 60661.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-426, on November 14, 2017, for Motorola Branded Products and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-426 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Communications Agreement; Appendix E, Service Terms and Conditions Agreement, Appendix F, Subscription Services Agreement; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-426, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-426, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with three (3) optional one-year renewal. Prior to expiration

of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

### **3. Product and Service Offerings**

#### **A. Products**

Products available under this Contract are limited to Motorola branded products as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

#### **B. Services**

Services available under this Contract are limited to the technical services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

### **4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

### **5. DIR Administrative Fee**

**A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

### **6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly A Parker, CTPM, CTCM  
Director, Cooperative Contracts  
Department of Information Resources

300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-1647  
Facsimile: (512) 475-4759  
Email: [kelly.parker@dir.texas.gov](mailto:kelly.parker@dir.texas.gov)

If sent to the Vendor:

Mike Fink  
Motorola Solutions, Inc.  
500 West Monroe Street  
Chicago, Illinois 60661  
Phone: (512) 937-3521  
Email: [mike.fink@motorolasolutions.com](mailto:mike.fink@motorolasolutions.com)

**7. Shrink/Click-wrap License Agreement, Communications System Agreement, Service Terms and Condition Agreement, and Subscription Services Agreement**

**A. Shrink/Click-wrap License Agreement**

Shrink/Click-wrap License Agreement Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.

**B. Communications System Agreement**

Services provided under this Contract shall be in accordance with the Communications System Agreement as set forth in Appendix D of this Contract. No changes to the Communications System Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

**C. Service Terms and Conditions Agreement**

Services provided under this Contract shall be in accordance with the Service Terms and Conditions Agreement as set forth in Appendix E of this Contract. No changes to the Service Terms and Conditions Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

**D. Subscription Services Agreement**

Services provided under this Contract shall be in accordance with the Subscription Services Agreement as set forth in Appendix F of this Contract. No changes to the

Subscription Services Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

#### **E. Conflicting or Additional Terms**

In the event that conflicting or additional terms in Vendor Software License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

The foregoing requirements shall not be construed so as to negate Section 7.A concerning Shrink/Click Wrap License Agreements.

**8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

**A. Section 5, Intellectual Property Matter** is hereby restated in its entirety as follows:

This contract does not contemplate, authorize or support acquisition of custom software products or services. If Vendor and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this contract. If DIR and Motorola decide to authorize customized software or hardware products; then the intellectual property language applies.

**B. Section 8, Pricing, Purchase Orders, Invoices, and Payments, Subsection C. Customer Price, 3)** is hereby restated in its entirety as follows:

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers under this contract for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. This Contract shall be amended within ten (10) business days to reflect the lower price.

**C. Section 9, Contract Administration, Subsection C. Records and Audit, 3)** is hereby restated in its entirety as follows:

3) Vendor and/or Order Fulfillers shall grant access to all applicable purchase orders and invoices and other documents directly related to the Contract and necessary to properly account for all payments made to Vendor, and Vendor's contract performance and compliance, pursuant to the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. Except as otherwise specified, each party will bear its own cost in the performance of the audit.

None of the foregoing shall in any way define or limit the rights, powers, or prerogatives of the State Auditor.

**D. Section 10, Vendor Responsibilities, Subsection A. Indemnification, 2) ACTS OR OMISSIONS** is hereby restated in its entirety as follows:

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**E. Section 10, Vendor Responsibilities, Subsection A. Indemnification, 3) INFRINGEMENTS** is hereby restated in its entirety as follows:

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR and the CUSTOMER agree to furnish timely written notice to each other of any such claim. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. The defense shall be coordinated by VENDOR WITH THE Office of the Attorney General WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or

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service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is noninfringing.

**F. Section 10, Vendor Responsibilities, Subsection N. Required Insurance Coverage** is hereby restated in its entirety as follows:

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. Motorola agrees to provide thirty (30) days written notice of termination or discontinuation of coverage. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include a limit of \$2,000,000 per occurrence and \$2,000,000 general aggregate for coverage A, B, & C including products/completed operations. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured;
- d) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

2) Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy

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limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$250,000 per disease per employee.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation;
- b) Additional Insured.

**G. Section 11, Contract Enforcement, Subsection B. Termination, 1) Termination for Non-Appropriation, a) Termination for Non-Appropriation by Customer** is hereby restated in its entirety as follows:

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

**H. Section 11, Contract Enforcement, Subsection B. Termination, 3) Termination for Convenience** is hereby restated in its entirety as follows:

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days written notice; however, Customer will be responsible for paying Motorola for any Equipment delivered or Services performed through the date of termination.

**I. Section 11, Contract Enforcement, Subsection B. Termination, 4) Termination for Cause, b) Purchase Order** is hereby restated in its entirety as follows:

Customer or Order Fulfiller may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or



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condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

(Remainder of page intentionally left blank)

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This Contract is executed to be effective as of the date of last signature.

**MOTOROLA SOLUTIONS INC.**

**Authorized By:** Signature on File

**Name:** Chris Lonnett

**Title:** Vice President, Government Sales-Central Region

**Date:** 4/24/2018

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Hershel Becker

**Title:** Chief Procurement Officer

**Date:** 4/24/2018

**Office of General Counsel:** DB 4/24/2018

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

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**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

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The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

**1. Contract Scope**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

**2. No Quantity Guarantees**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

**3. Definitions**

A. **Customer** - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

- 1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- 2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- 3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
- 4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
- 5) A local workforce development board created under Section 2308.253;
- 6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- 7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
- 8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- 9) A nonprofit organization that provides affordable housing.

B. **Compliance Check** – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract

- management staff or their designees.
- C. Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.
  - D. CPA** – refers to the Texas Comptroller of Public Accounts.
  - E. Day** - shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
  - F. Order Fulfiller** – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.
  - G. Purchase Order** - the Customer’s fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
  - H. State** – refers to the State of Texas.

#### **4. General Provisions**

##### **A. Entire Agreement**

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

##### **B. Modification of Contract Terms and/or Amendments**

- 1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.
- 2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer’s Purchase Order and the Contract, the Contract term shall control.
- 3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendors.

##### **C. Invalid Term or Condition**

- 1) To the extent any term or condition in the Contract conflicts with the applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.
- 2) If one or more terms or conditions in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other

parties or circumstances shall remain valid and in full force and effect.

#### **D. Assignment**

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

#### **E. Survival**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

#### **F. Choice of Law**

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

#### **G. Limitation of Authority**

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

#### **H. Proof of Financial Stability**

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

### **5. Intellectual Property Matters**

#### **A. Definitions**

1) "Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations,



manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

## **B. Ownership.**

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon

creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

### **C. Further Actions.**

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

### **D. Waiver of Moral Rights.**

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

### **E. Confidentiality.**

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder. Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

**F. Injunctive Relief.**

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

**G. Return of Materials Pertaining to Work Product.**

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

**H. Vendor License to Use.**

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

**I. Third-Party Underlying and Derivative Works.**

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

**J. Agreement with Subcontracts.**

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

**K. License to Customer.**

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and

prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

#### **L. Vendor Development Rights.**

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

### **6. Product Terms and Conditions**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

#### **A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)**

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

#### **B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)**

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 6.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all

necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 6.B.

## **7. Contract Fulfillment and Promotion**

### **A. Service, Sales and Support of the Contract**

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract.

### **B. Use of Order Fulfillers**

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

#### **1) Designation of Order Fulfillers**

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Fulfiler information: Order Fulfiler name, Order Fulfiler business address, Order Fulfiler CPA Identification Number, Order Fulfiler contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiler participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.

c) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfiler from participating in other procurement opportunities offered through DIR.

#### **2) Changes in Order Fulfiler List**

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiler information listed in Section 7.B.1.a above.

#### **3) Order Fulfiler Pricing to Customer**

Order Fulfiler pricing to the Customer shall comply with the Customer price as stated within Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee. This pricing shall

only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

### **C. Product Warranty and Return Policies**

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products.

### **D. Customer Site Preparation**

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

### **E. Internet Access to Contract and Pricing Information**

#### **1) Vendor Webpage**

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

- a) the products and services awarded;
- b) description of product and service awarded
- c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;
- d) discount percentage (%) off MSRP or List Price;
- e) designated Order Fulfillers;
- f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;
- g) instructions for obtaining quotes and placing Purchase Orders;
- h) warranty policies;
- i) return policies;
- j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
- k) a link to the DIR "Cooperative Contracts" webpage; and
- l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

#### **2) Accurate and Timely Contract Information**

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

### **3) Webpage Compliance Checks**

Periodic compliance checks of the information posted for the Contract on Vendor's webpage will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this webpage is compliant with the pricing as stated in the Contract.

### **4) Webpage Changes**

Vendor hereby consents to a link from the DIR website to Vendor's webpage in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

### **5) Use of Access Data Prohibited**

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

### **6) Responsibility for Content**

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

## **F. DIR Logo**

Vendor and Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

## **G. Vendor and Order Fulfiller Logo**

If DIR receives Vendor's or Order Fulfiller's prior written approval, DIR may use the Vendor's and Order's Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

## **H. Trade Show Participation**

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in no more than two DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

## **I. Orientation Meeting**

Within thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include reporting requirements. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

## **J. Performance Review Meetings**

DIR may require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract, at DIR's discretion. The meetings may be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

## **K. DIR Cost Avoidance**

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product description, list price and price to Customer under the Contract.

## **8. Pricing, Purchase Orders, Invoices, and Payments**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

### **A. Manufacturer's Suggested Retail Price (MSRP) or List Price**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable.

### **B. Customer Discount**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

### **C. Customer Price**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR SECTION C1**

1) The price to the Customer shall be calculated as follows:

**Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in the Contract).**

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same terms and conditions provided for



the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended to reflect the lower price.

**D. Shipping and Handling Fees**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.

**E. Tax-Exempt**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Vendor upon request.

**F. Travel Expense Reimbursement**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<http://www.window.state.tx.us/procurement/prog/stmp/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

**G. Changes to Prices**

Subject to the requirements of this section, Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

Vendor may revise its pricing (but not its discount rate, if any, and not the products or services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

**H. Purchase Orders**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

All Customer Purchase Orders will be placed directly with the Vendor or Order Fulfiller.

Accurate Purchase Orders shall be effective and binding upon Vendor or Order Fulfiller when accepted by Vendor or Order Fulfiller. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84<sup>th</sup> Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

#### **I. Invoices**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

1) Invoices shall be submitted by the Vendor or Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Vendor or Order Fulfiller. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

3) The administrative fee as set forth in the Contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

#### **J. Payments**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

### **9. Contract Administration**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A,C-D**

#### **A. Contract Managers**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Manager will be posted on the Internet website designated for the Contract.

##### **1) State Contract Manager**

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) advising DIR and Vendor of Vendor's compliance with the terms and conditions of the Contract, ii) periodic verification of product pricing, and iii) verification of monthly reports submitted by Vendor.

##### **2) Vendor Contract Manager**

Vendor shall identify a specific Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute

resolution between a Order Fulfiller and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State.

## **B. Reporting and Administrative Fees**

### **1) Reporting Responsibility**

a) Vendor shall be responsible for reporting all products and services purchased through Vendor and Order Fulfillers under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to compliance checks of Vendor's applicable Contract. Vendor will provide all required documentation at no cost.

### **2) Detailed Monthly Report**

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports are due on the fifteenth (15<sup>th</sup>) calendar day of the month following the month of the sale. If the 15<sup>th</sup> calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

### **3) Historically Underutilized Businesses Subcontract Reports**

a) Vendor shall electronically provide each Customer with Vendor's relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

### **4) DIR Administrative Fee**

a) The Vendor shall pay an administrative fee to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14<sup>th</sup>) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25<sup>th</sup>) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15<sup>th</sup>; DIR closes January sales and notifies Vendor of administrative fee by March 14<sup>th</sup>; Vendor submits administrative fee for January sales by March 25<sup>th</sup>.

b) DIR may change the amount of the administrative fee upon thirty (30) calendar days

written notice to Vendor without the need for a formal contract amendment.

c) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

**5) Accurate and Timely Submission of Reports**

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of \$100/day for each day the report or payment is due (up to \$1000/month) or suspension or termination of Vendor's Contract..

**C. Records and Audit**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH ONE (1)**

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, MSRP or list price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books,

documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

#### **D. Contract Administration Notification**

1) Prior to execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Cooperative Contracts E-Mail Box information.

### **10. Vendor Responsibilities**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W**

#### **A. Indemnification**

##### **1) INDEPENDENT CONTRACTOR**

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING PRODUCTS AND SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER OR THE STATE OF TEXAS.

##### **2) ACTS OR OMISSIONS**

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or

performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

### **3) INFRINGEMENTS**

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

### **4) PROPERTY DAMAGE**

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

**B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE**

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**C. Vendor Certifications**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

- (i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;
- (ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;
- (iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
- (iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;
- (v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to

receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

- (vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;
- (vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;
- (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control;
- (ix) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;
- (x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;
- (xi) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;
- (xii) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
- (xiii) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;
- (xiv) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;
- (xv) under Section 2155.006, and Section 2261.053, Texas Government Code, are not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate;
- (xvi) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, they acknowledge the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and
- (xvii) represent and warrant that the Customer's payment and their receipt of



appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code; and

- (xviii) to the extent applicable to this scope of this contract, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services listed in Appendix C of this contract; and
- (xix) represent and warrant that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

#### **D. Ability to Conduct Business in Texas**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

Vendor and its Order Fulfiller shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

#### **E. Equal Opportunity Compliance**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

#### **F. Use of Subcontractors**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of

its obligations under the Contract.

#### **G. Responsibility for Actions**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

- 1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.
- 2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under Certification Statement of Exhibit A to the RFO and/or Section 10.C. (xiii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose the status of conflicts of interest.

#### **H. Confidentiality**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

- 1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are governmental bodies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.
- 2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

#### **I. Security of Premises, Equipment, Data and Personnel**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

#### **J. Background and/or Criminal History Investigation**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by the Customer.. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

#### **K. Limitation of Liability**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

For any claims or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

#### **L. Overcharges**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

#### **M. Prohibited Conduct**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

#### **N. Required Insurance Coverage**

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

##### **1) Commercial General Liability**

Commercial General Liability must include \$1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of \$2,000,000; Medical Expense per person of \$5,000; Personal Injury and Advertising Liability of \$1,000,000; Products/Completed Operations Aggregate Limit of \$2,000,000; and Damage to Premises Rented: \$50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured; and
- d) Waiver of Subrogation

## 2) Workers' Compensation Insurance

**WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF \$1,000,000 BODILY INJURY PER ACCIDENT, \$1,000,000 BODILY INJURY DISEASE PER EMPLOYEE AND \$1,000,000 PER DISEASE POLICY LIMIT.**

## 3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation; and
- b) Additional Insured.

## O. Use of State Property

### **Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

Vendor is prohibited from using the Customer's equipment, the customer's location, or any other resources of the Customer or the State for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

## P. Immigration

### **Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

The Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and

- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

#### **Q. Public Disclosure**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

No public disclosures or news releases pertaining to this contract shall be made by Vendor without prior written approval of DIR.

#### **R. Product and/or Services Substitutions**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

Substitutions are not permitted without the written permission of DIR or Customer.

#### **S. Secure Erasure of Hard Disk Products and/or Services**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.

#### **T. Deceptive Trade Practices; Unfair Business Practices**

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

#### **U. Drug Free Workplace Policy**

Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

#### **V. Accessibility of Public Information**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

- 1) Pursuant to S.B. 1368 of the 83<sup>rd</sup> Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- 2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

#### **W. Vendor Reporting Requirements**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83<sup>rd</sup> Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

### **11. Contract Enforcement**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B2, 5-7**

#### **A. Enforcement of Contract and Dispute Resolution**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

- 1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.
- 2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.
- 3) State agencies are required by rule (34 TAC §20.115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over \$25,000.

#### **B. Termination**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7**

##### **1) Termination for Non-Appropriation**

###### **a) Termination for Non-Appropriation by Customer**

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

## **b) Termination for Non-Appropriation by DIR**

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

## **2) Absolute Right**

### **Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 12.A, Notices, of intent to terminate.

## **3) Termination for Convenience**

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days written notice.

## **4) Termination for Cause**

### **a) Contract**

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

### **b) Purchase Order**

Customer or Order Fulfiller may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas

Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party ten (10) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

#### **5) Immediate Termination or Suspension**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

#### **6) Customer Rights Under Termination**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

#### **7) Vendor or Order Fulfiller Rights Under Termination**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

### **C. Force Majeure**

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.



**12. Notification**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

**A. Notices**

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

**B. Handling of Written Complaints**

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office  
Department of Information Resources  
Attn: Public Information Officer  
300 W. 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
(512) 475-4759, facsimile

**13. Captions**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

**- - Agency Special Instructions/Additional Requirements - -**

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract\*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

**SECTION 1: RESPONDENT AND REQUISITION INFORMATION**

- a. Respondent (Company) Name: Motorola Solutions Inc State of Texas VID #: 136111580000  
 Point of Contact: Mike Fink Phone #: 512-937-3521  
 E-mail Address: mike.fink@motorolasolutions.com Fax #: 512-973-0295
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Requisition #: DIR-TSO-TMP-426 Bid Open Date: 11/14/2017

(mm/dd/yyyy)

Enter your company's name here: Motorola Solutions Inc

Requisition #: DIR-TSO-TMP-426

**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <b>do not</b> have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to Non-HUBs.
1	Installation and other services	22%	78%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
<b>Aggregate percentages of the contract expected to be subcontracted:</b>		<b>%</b>	<b>%</b>	<b>%</b>

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract\*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: <b>Motorola Solutions Inc</b>	Requisition #: <b>DIR-TSO-TMP-426</b>
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**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <b>do not</b> have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
<b>Aggregate percentages of the contract expected to be subcontracted:</b>		%	%	%

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Motorola Solutions Inc

Requisition #: DIR-TSO-TMP-426

**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

[Empty box for justification text]

**SECTION 4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature on File	Christopher Lonvett	VP, Central Region	1-31-2018
Signature	Printed Name	Title	Date (mm/dd/yyyy)

**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

# HSP Good Faith Effort - Method A (Attachment A)

Rev. 2/17

Enter your company's name here: Motorola Solutions Inc Requisition #: DIR-TSO-TMP-426

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

## SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: Description: \_\_\_\_\_

## SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
Argent Associates Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1223640982200	\$ 500000	9%
Central Electric Enterprises and Company	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742023650100	\$ 500000	9%
Bennett Management Solutions LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1821088183700	\$ 350000	4%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
Crosspoint Communications	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 900000	23%
Bearcom Communications	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 800000	22%
South Texas Communications	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 550000	15%
Kay Electronics	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 400000	10%
Texas Communications	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 200000	5%
RZ Communications	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 125000	3%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

Enter your company's name here: Motorola Solutions Inc Requisition #: DIR-TSO-TMP-426

**IMPORTANT:** If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.
- b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: Motorola Solutions Inc

Requisition #: DIR-TSO-TMP-426

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.





# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

<b>SECTION A: PRIME CONTRACTOR'S INFORMATION</b>	
Company Name: <u>Motorola Solutions Inc</u>	State of Texas VID #: <u>1361115800000</u>
Point-of-Contact: <u>Mike Fink</u>	Phone #: <u>512-937-3521</u>
E-mail Address: <u>mike.fink@motorolasolutions.com</u>	Fax #: <u>512-973-0295</u>

<b>SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</b>	
Agency Name: _____	Phone #: _____
Point-of-Contact: _____	Bid Open Date: <u>11/14/2017</u> <small>(mm/dd/yyyy)</small>
Requisition #: <u>DIR-TSO-TMP-426</u>	

<b>SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION</b>	
<b>1. Potential Subcontractor's Bid Response Due Date:</b>	
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,	
we must receive your bid response no later than _____ on _____.	
Central Time	Date (mm/dd/yyyy)
<p><i>In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p>	

<b>2. Subcontracting Opportunity Scope of Work:</b>	
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<b>3. Required Qualifications:</b>	<input type="checkbox"/> - Not Applicable
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<b>4. Bonding/Insurance Requirements:</b>	<input type="checkbox"/> - Not Applicable
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<b>5. Location to review plans/specifications:</b>	<input type="checkbox"/> - Not Applicable
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**Appendix C Pricing Index  
DIR-TSO-4101 (Per Amendment 4)  
Motorola Solutions, Inc.**

Motorola Branded Products				
Category	Subcategory	Product Description	Product Code (APC)	DIR Customer Discount % off MSRP *
Portable Radios	TRBO	TRBO Radio CDM Portfolio	001	25.00%
Service	Systems Equipment	CommandCentral Aware Product	002	10.00%
Video Solutions	ILPS	RTVI	002	10.00%
Service	Hardware Maintenance	Site Maintenance	003	0.00%
Portable Radios	TRBO	TRBO Radio EX Portfolio	004	25.00%
Service	Professional Commercial Radio	AOBA	004	0.00%
Fixed Stations	Fixed Stations	PR860	005	20.00%
Professional Commercial Radio	Radio	PR860	005	10.00%
Service	Dispatch Service	Dispatch Service	006	5.00%
Service	Hardware Maintenance	ASTRO Dispatch	006	0.00%
Professional Commercial Radio	Radio	EVX S24	007	10.00%
Portable Radios	TRBO	TRBO Radio HT Portfolio	008	25.00%
Professional Commercial Radio	Business Radio	CLP	009	10.00%
Professional Commercial Radio	Vertex	Vertex Marine Radio	010	10.00%
Service	Tetra System Integration	Tetra System Integration	011	10.00%
Service	Tetra System Integration	Tetra System Integration Misc Costs	012	10.00%
Service	Tetra System Integration	Tetra System Integration Dropship	014	10.00%
Astro Subscribers	XTS/XTL	Firground	015	20.00%
Fixed Wireless	Fixed Wireless Broadband	Special Applications	015	20.00%
Professional Commercial Radio	Vertex	Vertex Airbrand	016	10.00%
Portable Radios	TRBO	TRBO Radio CP Portfolio	018	25.00%
Portable Radios	TRBO	TRBO Radio PM/CM Portfolio	019	25.00%
CAD Equipment	Computer Aided Dispatch	PremierOne CAD	020	5.00%
Service	Hardware Maintenance	TETRA Repair	021	0.00%
Subscribers	XTS/XTL	ATS-2500	022	10.00%
Service	Hardware Maintenance	PCR Repair	023	0.00%
Professional Commercial Radio	Radio	Solomns	024	10.00%
Service	Hardware Maintenance	LTE Network Performance	025	0.00%
IDEN	Noncore	3G PCMCIA Modem	026	10.00%
Professional Commercial Radio	Radio	ALPHA L	027	10.00%
Service	ASTRO System Infrastructure	DATA Carrot	028	10.00%
Drop Ship	ASTRO System Infrastructure	DATA	029	10.00%
Spillman CAD	Spillman Services	Spillman SI Services	030	0.00%
Service	IPLS Services	CommandCentral Social	031	0.00%
Portable Radios	APX Accessories	APX Body Cam Si500	032	20.00%
Portable Radios	TRBO	TRBO Radio 158 Portfolio	032	25.00%
Service	ILPS Service	CommandCentral Vault	032	0.00%
Service	Hardware Maintenance	LTE Repair	033	0.00%
Service	LTE SUA Systems Dropship	LTE SUA Upgrade Operations	034	0.00%
Professional Commercial Radio	Radio	MOTOTALK (DAYTONA)	035	10.00%
Professional Commercial Radio	Radio	Panda	036	10.00%
Portable Radios	TRBO	TRBO Radio Portfolio	037	25.00%
Mobiles	Mobile Stations	MOTOTRBO	038	10.00%
CAD Equipment	Computer Aided Dispatch	Radio IP	039	5.00%
Infrastructure	LTE Devices	Outsourced Networks	039	10.00%
Trunking	Trunking Products and Services	Wireless Valley Software	039	5.00%
LTE	LTE Devices	MXV1000 In Car Digital Video	040	10.00%
Data	Data Applications	Auto License Plate	041	10.00%
Data	Data Applications	Video Cameras	041	10.00%
Service	ASTRO SUA	Astro SUA Upgrade Operations	042	0.00%
Service	ASTRO SUA	ASTRO SUA Field Services	043	0.00%
LTE	LTE Devices	POD	044	10.00%
LTE	LTE Devices	Prince-Denali	045	10.00%
Service	Hardware Maintenance	Tetra Infrastructure Tech Support	046	0.00%
Service	Hardware Maintenance	PCR Infrastructure Tech Support	047	0.00%
Service	Hardware Maintenance	LTE Infrastructure Tech Support	048	0.00%
IDEN	Networks other Systems	Motorola PTT	049	10.00%
Service	ICC Services	Records Management	050	0.00%
LTE	LTE	LTE Sites	051	10.00%
LTE	LTE Systems Dropship	LTE BTW	052	10.00%
LTE	LTE	MME, SGW, PGW	053	10.00%
LTE	LTE Systems Dropship	HSS/PCRF	054	10.00%

LTE	LTE Systems Dropship	LTE Switch Routers	055	10.00%
LTE	LTE	Device Manager	056	10.00%
LTE	LTE Devices	Vehicular Modem	057	10.00%
LTE	LTE	USB Dongle	058	5.00%
LTE	LTE System Infrastructure	Applications	059	10.00%
LTE	LTE Systems Dropship	Deployable Core	060	10.00%
LTE	LTE	Applications	061	10.00%
LTE	LTE Systems Dropship	LTE Backhaul	062	10.00%
LTE	LTE	PSIG	063	10.00%
LTE	LTE SI	LTE HMP	064	0.00%
LTE	LTE	PDA Handheld	065	10.00%
LTE	LTE Devices	Futon-Teton	065	10.00%
LTE	LTE	Dropship	066	10.00%
LTE	LTE Systems Dropship	Shinning Red	067	10.00%
CAD Equipment	Computer Aided Dispatch	Advanced Messaging	068	10.00%
LTE	LTE System Infrastructure	Broadband Core	069	10.00%
Service	LTE SI	LTE SMP	070	0.00%
PCR	PCR Business Light	Dect High Tier	071	10.00%
PCR	PCR Business Light	Consumer Radio 2	072	10.00%
Service	Hardware Maintenance	PCR Device SFS Essential	073	0.00%
IDEN	Noncore	D15 G18 G20	074	10.00%
Fixed Wireless	Fixed Wireless Broadband	MESH	075	5.00%
Dropship	ASTRO Systems Dropship	Wireless Valley Service	076	0.00%
Service	LTE Managed Services	Apps & SW Mgmt - Smart Public Safety Solutions	077	0.00%
Infrastructure	TETRA Systems Software	TETRA Dropship	078	10.00%
Software	ILPS Service	Situational Awareness SI	079	0.00%
Video Solutions	ILPS	Real Time Crime Center	080	10.00%
Service	Hardware Maintenance	TETRA Device SFS Comprehensive	081	0.00%
Service	ASTRO Systems Services	MOSCAD ACE	085	0.00%
Trunking	Trunking Products and Services	Fixed Data	085	15.00%
Portable Radios	TRBO	TRBO Radio Portfolio	087	25.00%
Service	Hardware Maintenance	Tetra System Essential	088	0.00%
Professional Commercial Radio	PCR Business Light	Gobi Bear	089	15.00%
Software	ICC Services	PremierOne Records Delivery	090	0.00%
Service	Tetra SUA	TETRA SUA	091	0.00%
Service	Hardware Maintenance	LTE Device SFS Comprehensive	092	0.00%
Service	IPLS Services	Crime Reports	093	0.00%
Service	ICC Services	NEXT GEN ICC	094	0.00%
Service	ILPS Service	CommandCentral Aware Stream Svcs Fixed	095	0.00%
Service	ILPS Service	CommandCentral Aware Stream Svcs Mobile	096	0.00%
Spillman CAD	Spillman Services	Flex Records Delivery	097	10.00%
Service	ASTRO Managed Services	MOTOTRBO Device Subscriber Management	098	0.00%
Spillman CAD	Spillman Services	Flex Records Delivery	099	10.00%
System Integration	ASTRO System Integration	HSD	100	0.00%
System Integration	ASTRO System Integration	350W VHF GTR	101	0.00%
Service	Hardware Maintenance	TETRA Network Monitoring	102	0.00%
Mobiles	Mobile Stations	CDM750	103	26.50%
MOTOTRBO	Professional Commercial Radio	WARIS Mobile Plain	103	10.00%
Infrastructure	ASTRO System Infrastructure	PREPAID FREIGHT	104	0.00%
Professional Commercial Radio	Professional Commercial Radio	Reunion	105	10.00%
Service	Hardware Maintenance	PCR Network Monitoring	106	0.00%
Service	Hardware Maintenance	LTE Network Monitoring	107	0.00%
Portable Radios	APX Portable	APX7000L	108	27.00%
Mobiles	Mobile Stations	CDM1250	109	26.50%
MOTOTRBO	Professional Commercial Radio	WARIS Mobile Popular	109	10.00%
Professional Commercial Radio	Professional Commercial Radio	Mikoshi Radio	110	10.00%
Tetra Subscriber	Tetra Legacy	Tetra MTP810 & 50	111	10.00%
Fixed Stations	Fixed Stations	G-Series Products	112	24.00%
Trunking	Trunking Products and Services	G-Series Products	112	24.00%
Service	Hardware Maintenance	PCR System Advanced	113	0.00%
Service	Hardware Maintenance	LTE Dispatch	114	0.00%
Trunking	Trunking Products and Services	Commport	115	10.00%
Dispatch	Dispatch Solutions	NG-911 Maintenance and Repair	116	5.00%
Infrastructure	ASTRO System Integration	FSA Software	117	10.00%
Dropship	NG911 Services	E911 Emergency Systems	118	10.00%
Service	Tetra SUA	Tetra SUA Upgrade Operations	119	0.00%
Service	Tetra SUA	Tetra SUA Field Services	120	0.00%
Tetra Subscriber	Tetra Mobile	Tetra MTP3550	121	10.00%
Tetra Subscriber	Tetra Portable	Tetra NEXTEX LKP	122	10.00%

Tetra Subscriber	Tetra Portable	Tetra NEXTEX FKP	123	10.00%
Dispatch	Dispatch Solutions	Command Star/MC Series	124	19.00%
Tetra Subscriber	Tetra Portable	Tetra MTP6550	125	10.00%
Professional Commercial Radio	Portable Radios	Belize Trunking Portable	126	10.00%
System Integration	ASTRO System Integration	System Integration Outsourcing	127	0.00%
Portable Radios	APX Accessories	APX Body Cam Si500	128	20.00%
Service	ASTRO System Integration	System Integration Insourcing	128	0.00%
Dispatch	Dispatch Solutions	Gold Series Headsets	129	20.00%
Professional Commercial Radio	Subscribers	TONGA Plus	130	10.00%
Network Products	Network Products	Microwave Radio	131	15.00%
Professional Commercial Radio	Subscribers	BEACON	133	10.00%
Professional Commercial Radio	Subscribers	CLS	134	10.00%
Dropship	ASTRO System Dropship	Freight Dropship	135	0.00%
Pagers/Receiver	Pagers/Receiver	Minitor Products	136	15.00%
Portable Radios	APX Portable	APX4000XH	136	27.00%
Professional Commercial Radio	Pagers/Receiver	Minitor Products	136	15.00%
Infrastructure	ASTRO System Infrastructure	KMF	137	15.00%
Data	Data Applications	Command Central Software	138	10.00%
Service	NG911 Services	CommandCentral Anal/Pred/Tip	138	0.00%
Dispatch	Dispatch Solutions	NG-911 Hardware Callworks	139	5.00%
IDEN	Systems Equipment	MSO	140	10.00%
ILPS	ILPS Service	Records & Evidence SI	141	0.00%
Astro Subscribers	XTS/XTL	Trunk MCS2000 Duplex	142	20.00%
Professional Commercial Radio	Indirect	Freight Indirect	143	0.00%
ILPS	ILPS Service	Records & Evidence SI	144	0.00%
ILPS	ILPS Service	Records & Evidence SI	145	0.00%
Software Services	Common Services Delivery	Cloud Connect Services	146	0.00%
Dispatch	Dispatch Solutions	MND Products	147	15.00%
Infrastructure	ASTRO System Integration	IP Transport Software	147	10.00%
Network Products	Network Products	MND Products	147	15.00%
Service	ICC Services	CommandCentral Inform	149	0.00%
Service	Hardware Maintenance	PCR Device SFS Comprehensive	150	0.00%
IDEN	iDEN System Equipment	RFN	151	10.00%
Dropship	ASTRO Systems Dropship	PT Trunked Intercon	152	10.00%
Data	Data Applications	HPD	153	15.00%
Professional Commercial Radio	Mobile Radio	Desktrac Conventional	154	10.00%
Vertex	Professional Commercial Radio	Vertex NEO Reskin	156	10.00%
Private Broadband	Nitro	Nitro Infrastructure	156	10.00%
Private Broadband	Nitro	Nitro Networking	156	10.00%
Private Broadband	Nitro	Nitro End User Equipment	156	10.00%
Private Broadband	Nitro	Nitro Subscription Packages	156	10.00%
Tetra Subscriber	Tetra Portable	Tetra MTP750	157	10.00%
Portable Radios	TRBO	TRBO Radio CP Portfolio	158	25.00%
Mobiles	Mobile Stations	GM300	159	20.00%
Infrastructure	ASTRO System Integration	AVL Products	160	10.00%
Astro Subscribers	XTS/XTL	Freight Subscriber	163	0.00%
Professional Commercial Radio	Mobile Radio	VX 264	164	10.00%
Professional Commercial Radio	Mobile Radio	Consumer Radios	165	15.00%
Pagers/Receiver	Pagers/Receiver	Advisor II	169	20.00%
LTE	Devices	MW810 Mounting Gear	170	15.00%
LTE	Devices	Cascade-LEXL10	171	15.00%
Spillman CAD	Spillman Services	ALLY Delivery Services	172	0.00%
Spillman CAD	Spillman Services	Flex CAD Support Services	173	0.00%
Professional Commercial Radio	Portable Radios	YODA GP300	174	15.00%
Professional Commercial Radio	Mobile Radio	Consumer Radios (High)	175	15.00%
Astro Subscribers	XTS/XTL	XTL1500 Rebanding	176	15.00%
Data	Data Subscriber Device	MC35/MC50	177	15.00%
Video Solutions	Video	Cameras	177	10.00%
Video Solutions	Video	Video Hardware	178	10.00%
Video Solutions	Video	Video Software	179	10.00%
Video Solutions	Video	Access Control	180	10.00%
Video Solutions	Video	Video Patents	181	10.00%
Professional Commercial Radio	PCR Business Light	EMEA Consumer ELB	182	10.00%
Dropship	ASTRO Systems Dropship	Distributed Antenna Systems	183	10.00%
ILPS	ILPS Service	Situational Awareness Support Services	184	5.00%
Data	Data Subscriber Device	Service	185	0.00%
Dispatch	Dispatch Solutions	Service-Warranty	185	0.00%
Portable Radios	APX Service	APX Service Extension	185	0.00%
Professional Commercial Radio	Radio	Mozart	186	10.00%

Portable Radios	APX Accessories	APX Portable Accessories	187	27.00%
Professional Commercial Radio	Professional Commercial Radio	P110 YODA Lite	188	25.00%
Mobiles	Mobile Stations	Mobile Accessories	189	19.00%
Astro Subscribers	XTS/XTL	MTX810 Privacy Plus	191	10.00%
Vertex	Professional Commercial Radio	Van Gogh	192	10.00%
Infrastructure	Tetra Fixed Equipment	Tetra Dipc	193	10.00%
Software Upgrades	Flashport	Infrastructure Software	195	27.00%
Spillman CAD	Spillman Flex	Flex Records Support Services	196	0.00%
Spillman CAD	Spillman Flex	Flex Jail Support Services	197	0.00%
Service	LTE Managed Services	Apps & SW Mgmt - Shared Operations	198	0.00%
Service	ASTRO Managed Services	Tetra System Premier	199	0.00%
Infrastructure	ASTRO System Integration	Delivery	200	0.00%
Astro Subscribers	XTS/XTL	KVL II	201	10.00%
Dispatch	Dispatch Solutions	APX Desksets	202	20.00%
Professional Commercial Radio	Subscribers	Bali 800 900MHz	203	15.00%
Astro Subscribers	XTS/XTL	Renaissance Open	204	15.00%
Astro Subscribers	XTS/XTL	XTS2500 7 800	205	15.00%
Portable Radios	APX Accessories	APX Body Cam Si500	206	20.00%
Service	Hardware Maintenance	Local Device Repair	206	0.00%
Dispatch	Dispatch Solutions	Dropship	207	25.00%
Dropship	ASTRO System Dropship	UPS, Generators, and ancillary power equipment	207	10.00%
Fixed Stations	Fixed Station Accessories	Dropship	207	25.00%
Fixed Stations	Fixed Station Antenna Systems	Dropship	207	25.00%
Network Products	Network Products	Dropship	207	25.00%
System Integration	ASTRO System Integration	SI Project Management Labor	208	0.00%
Service	Hardware Maintenance	System Installation	209	0.00%
Infrastructure	ASTRO System Infrastructure	PKI Solution	212	10.00%
Fixed Data	Fixed Data Products	MOSCAD	214	15.00%
MOTOTRBO	Professional Commercial Radio	Motorola Applications	216	15.00%
Dropship	ASTRO System Dropship	Cambium - PTP Orthogon License	218	10.00%
Service	Hardware Maintenance	Asset & Configuration Management	219	0.00%
Smart PS	Services	3rd Party Services	220	0.00%
Astro Subscribers	XTS/XTL	Clear Spectra Midpower	221	25.00%
Fixed Network	Fixed Network Equipment	PDG Software	222	15.00%
PTT	PTT Services	Kodiak Support Services	223	0.00%
Fixed Wireless	Fixed Wireless Broadband	Point to Point	224	15.00%
Fixed Stations	Fixed Stations	Quantar/Quantro	225	10.00%
Infrastructure	ASTRO System Integration	Quantar Reciever 6809 Trunk	225	10.00%
Dispatch	Dispatch Solutions	ISSI	226	15.00%
PremierOne CAD	PremierOne CAD Services	PremierOne CAD Managed Services	227	0.00%
Dispatch	Dispatch Solutions	Centracom	228	30.00%
Dispatch	Dispatch Solutions	Logging/Astro-Tac	229	24.00%
Dropship	ASTRO Consoles	Console Accessory	229	15.00%
Tetra Subscriber	Tetra Mobile	Tetra Bosai Mobile	230	15.00%
Service	Hardware Maintenance	3rd Party Case Support	231	0.00%
CAD Equipment	Computer Aided Dispatch	Advanced Messaging	232	5.00%
Network Products	Network Products	UNS	232	10.00%
Service	PCR SUA	Software Upgrade Agreement	233	0.00%
Service	PCR SUA	Software Upgrade Agreement	234	0.00%
PremierOne CAD	PremierOne CAD Services	PremierOne Records Managed Services	236	0.00%
Software	Software Services	Cloud Connect Managed Services	238	0.00%
Vertex	Professional Commercial Radio	Vertex LMR Mobiles	239	15.00%
Professional Commercial Radio	Fixed Equipment	C100 Base Station	240	15.00%
IDEN	Noncore	Symbol	242	15.00%
Infrastructure	ASTRO System Infrastructure	Quantar Quantro ASTRO	243	10.00%
Infrastructure	Consoles	Trunked Centercomil	244	10.00%
Accessories	Other Accessories	EMEA Accessory (B2B)	245	10.00%
Professional Commercial Radio	Subscribers	ALPHA II	246	10.00%
IDEN	Noncore	MIINS	247	10.00%
IDEN	Noncore	MIINS	251	10.00%
PremierOne CAD	PremierOne CAD Services	PremierOne CAD Recurring SaaS	252	0.00%
Spillman CAD	Spillman CAD Services	Spillman Support Services Flex CAD SaaS	253	0.00%
Astro Subscribers	XTS/XTL	Saver ASTRO Accessory	256	25.00%
ILPS	ILPS Service	Analytics SaaS	258	0.00%
ILPS	ILPS Service	Community/Connect SaaS	259	0.00%
Service	LTE SUS	LTE SUA Field Services	260	0.00%
Dispatch	Dispatch Solutions	Service Shop Supplies	261	5.00%
Dropship	ASTRO System Dropship	Towers and ancillary tower equipment	262	10.00%
Test Equipment	Test Equipment	Service Shop Supplies	262	20.00%

Software	Software Services	Cloud Connect SaaS	263	0.00%
Service	Hardware Maintenance	PTP Service	265	0.00%
PremierOne CAD	PremierOne CAD Services	PremierOne CAD 3rd Party Services	267	0.00%
Spillman CAD	Spillman CAD Services	Flex CAD 3rd Party Services	268	0.00%
Parts	Hardware Maintenance	Latin American Parts	269	15.00%
Astro Subscribers	XTS/XTL	XTS2500 Rebanding	270	15.00%
Accessories	Other Accessories	Carry Cases	271	15.00%
Parts	Hardware Maintenance	RNSG Infrastructure	272	0.00%
Fixed Stations	Fixed Station Accessories	Analog Comparator	273	10.00%
Infrastructure	ASTRO System Infrastructure	OEM CryptR Micro	274	15.00%
Fixed Data	Fixed Data Products	MOSCAD	275	15.00%
Mobiles	Mobile Stations	XTL5000	276	25.00%
Fixed Stations	Fixed Station Accessories	Smart X	277	25.00%
Trunking	Trunking Products and Services	Smartnet Controller	277	25.00%
Professional Commercial Radio	Subscribers	Bermuda Portable	278	15.00%
Trunking	Trunking Products and Services	Zone Controller	280	25.00%
Fixed Stations	Fixed Stations	Zone Manager	281	18.50%
Trunking	Trunking Products and Services	Zone Manager Interface	281	18.50%
Dropship	ASTRO System Dropship	HF-SSB BUY-IN Products	282	15.00%
IDEN	Noncore	IDEN Modem	284	10.00%
System Integration	ASTRO System Integration	Infrastructure Training	285	0.00%
System Integration	ASTRO System Integration	SI Customer Training	286	0.00%
Mobiles	Mobile Stations	PAC-RT, VRS750	287	10.00%
Infrastructure	ASTRO System Infrastructure	Engineering Services	288	0.00%
PremierOne CAD	PremierOne CAD Services	PremierOne Records 3rd Party Services	289	0.00%
Service	Hardware Maintenance	Warranty Wrap	290	0.00%
Accessories	Other Accessories	Mobile Dropship	291	10.00%
Dropship	ASTRO System Infrastructure	Dropship Equipment	292	0.00%
Professional Services	Training	Training	293	0.00%
Service	Maintenance	Services/Training	293	0.00%
Service	Hardware Maintenance	PCR Device SFS Lite	294	0.00%
Service	Hardware Maintenance	Tetra System SFS Essential	295	0.00%
Spillman CAD	Spillman CAD Services	Flex Records 3rd Party Services	296	0.00%
CAD Equipment	Computer Aided Dispatch	Records Management	297	5.00%
Service	Hardware Maintenance	Astro System Essential	298	0.00%
IDEN	Noncore	Telematic	299	10.00%
Professional Commercial Radio	Subscribers	ELM	300	10.00%
Fixed Stations	Fixed Stations	Quantar Astro Trunking	301	20.00%
Vertex	Professional Commercial Radio	Vertex Parts	301	10.00%
Infrastructure	Tetra System Switches	Tetra DIPM	302	10.00%
IDEN	iDEN System Equipment	IPL	303	10.00%
Professional Commercial Radio	Subscriber other	Subscriber Software Upgrades	304	10.00%
APX Portable Devices	APX Portable	APX4000XH	305	27.00%
ASTRO P25	ASTRO SI	SI Sight Design	306	0.00%
System Integration	Construction Services	SI Site Design including but not limited to soil testing and geo analysis	306	10.00%
Professional Commercial Radio	Portable Radios	MX800	307	10.00%
System Integration	ASTRO System Integration	System Integration ASTRO	308	0.00%
System Integration	ASTRO System Integration	System Integration ASTRO	309	0.00%
Astro Subscribers	XTS/XTL	ASTRO Saber	310	25.00%
Spillman CAD	Spillman Flex	Flex Jail 3rd Party Servies	311	0.00%
Vertex	Professional Commercial Radio	Vertex LMR Accessories	312	25.00%
ILPS	ILPS Service	Digital Evidence 3rd Party Services	314	0.00%
ILPS	ILPS Service	Analytics 3rd Party Services	315	0.00%
Infrastructure	ASTRO System Infrastructure	Infrastructure	316	10.00%
ILPS	ILPS Service	CommunityConnect 3rd Party Services	317	0.00%
Infrastructure	ASTRO System Infrastructure	Infrastructure	318	10.00%
Software Services	Common Services Recurring	Cloud Connect Services 3rd Party Services	319	0.00%
Astro Subscribers	XTS/XTL	XTS5000 UHF VHF	320	25.00%
Dispatch	Dispatch Solutions	MCC5500	322	20.00%
IDEN	Noncore	MIINS	325	10.00%
Astro Subscribers	XTS/XTL	ASTRO XTS3000 Trunked	326	25.00%
WAVE PTT	Wave Tactical Recurring	Wave Tachical 3rd Party Services	327	0.00%
Infrastructure	ASTRO Consoles	Centracom II	328	25.00%
Fixed Network	Fixed Network Equipment	Site Packages	329	10.00%
CAD Equipment	Computer Aided Dispatch	PremierOne CAD	330	5.00%
WAVE PTT	Common Service	WAVE Premise 3rd Party Services	331	0.00%
Astro Subscribers	ASTRO Subscriber Software	Conventional FLASHPORT Subscriber	332	10.00%
CAD Equipment	Computer Aided Dispatch	PremierOne CAD	333	10.00%
Software	CSR Product	Software Equipment BGM Allo	334	10.00%

Service	Smart Public Safety Services	Software Services BGM Allo	335	0.00%
WAVE PTT	Wave OnCloud Recurring	Wave OnCloud 3rd Party Services	336	0.00%
Public Safety Services	Unified Communications	Critical Connect 3rd Party Services	337	0.00%
Smart PS PTT	Kodiak Recurring	Kodiak 3rd Party Services	338	0.00%
System Integration	Tetra System Integration	Tetra SI Training	339	0.00%
Software	Non Traditional System Integration	MTA Software Maintenance	340	10.00%
LTE	Devices	Fulcrum	341	15.00%
Fixed Data	Fixed Data Products	MOSCAD	342	15.00%
Data	Data Applications	Dell Laptops	343	22.00%
LTE	Devices	Private Labeled Computers	343	15.00%
Infrastructure	Base Stations	Tetra MTS1	344	15.00%
Professional Commercial Radio	Subscribers	Low Tier Business Radio	345	15.00%
MOTOTRBO	Broadband Comms	MOTOTRBO Anywhere Gateway	346	15.00%
IDEN	IDEN System Equipment	Radio Products	347	15.00%
Service	ASTRO Managed Services	Astro System Premier	348	0.00%
Dispatch	Dispatch Solutions	NG-911 Support/Training VESTA	349	10.00%
Dispatch	Dispatch Solutions	NG-911 Software Vesta	350	5.00%
Dropship	ASTRO System Dropship	Outsourced Networks	351	10.00%
Dispatch	Dispatch Solutions	NG-911 Hardware Vesta	352	10.00%
Console Equipment	MotoConsole	MotoConsole Product	354	15.00%
Astro Subscribers	XTS/XTL	XTS2000	355	25.00%
MOTOTRBO	Broadband Comms	MOTOTRBO Anywhere Licenses	356	10.00%
Service	Gridstone Services	Gridstone	357	0.00%
Infrastructure	ASTRO System Infrastructure	IP Transport Software	358	10.00%
MotoConsole	MotoConsole Services	MotoConsole Support Services	359	0.00%
Fixed Stations	Fixed Stations	Quantar Receiver	360	21.50%
Pagers/Receiver	Pagers/Receiver	Paging	361	15.00%
Service	Hardware Maintenance	LTE System SFS Essential	361	0.00%
Dropship	Site Equipment	Shelters including but not limited to landscaping, fencing and grounding	362	10.00%
Parts	Hardware Maintenance	Midtier Hardware	362	0.00%
Software Products	Common Services Software	Misc 3rd Party Software	363	0.00%
P25	P25 VESTA	P25 VESTA Managed Services	364	0.00%
P25	P25 ASTRO SI	P25 VESTA Integration Services	365	0.00%
P25	P25 VESTA	P25 VESTA Product	366	10.00%
Spillman CAD	Spillman CAD Software	Spillman Flex CAD Software Licenses	367	10.00%
ILPS	ILPS Systems Software	Situational Awareness MSI Software Licenses	368	10.00%
Service	ICC Services	NETRMS	370	0.00%
Software Upgrades	Flashport	Radio Subscription Software	371	0.00%
Accessories	Other Accessories	Speaker Microphones	372	25.00%
Service	Hardware Maintenance	Astro System Advanced	373	0.00%
Mobiles	Mobile Stations	Astro Consolette	374	19.00%
LTE	LTE	LTE	375	0.00%
Professional Commercial Radio	Subscribers	Andorra Amazon LKP	376	10.00%
Fixed Stations	Fixed Stations	Trunked Central Controller	377	17.00%
Trunking	Trunking Products and Services	Central Controller	377	17.00%
LTE	Devices	AIRMOBILE	378	10.00%
Professional Commercial Radio	Subscribers	Brown Bear	379	10.00%
Service	Airwave Pronto	Airwave Pronto	380	0.00%
Fixed Network	Fixed Network Equipment	Enterprise Terminals	381	15.00%
Fixed Data	Fixed Data Products	MOSCAD	382	15.00%
Infrastructure	ASTRO System Infrastructure	NFM SW	382	10.00%
Tetra Subscriber	Portable Radios	Tetra MTP6750	384	10.00%
Spillman CAD	Spillman Flex Records	Flex Records MSI Software Licenses	385	10.00%
Service	Hardware Maintenance	Repair Bank	386	0.00%
Service	Other Smart Public Safety Services	Consoles SI	387	0.00%
IDEN	Noncore	MIINS	388	10.00%
Spillman CAD	Flex Records Software	Flex Jail MSI Software Licenses	389	10.00%
Service	Hardware Maintenance	System Management	390	0.00%
IDEN	IDEN System Equipment	Radio Products	391	10.00%
System Integration	ASTRO System Integration	ASIA Dropship	392	10.00%
Service	Hardware Maintenance	Contract Administration	393	0.00%
Service	ASTRO Managed Services	LTE Network Ownership	394	0.00%
Service	Hardware Maintenance	ASTRO Device SFS Comprehensive	395	0.00%
Software	Common Services	Cloud Connect Services MSI Software Licenses	397	0.00%
Infrastructure	Base Stations	Tetra MTS2	398	10.00%
Software Services	Common Services Recurring	Misc 3rd Party	400	0.00%
Professional Commercial Radio	Portable Radios	Digital Portable	401	10.00%
Professional Commercial Radio	Portable Radios	HT1000 GP900	402	25.00%
Fixed Data	Fixed Data Products	Data Controller/RNC	403	15.00%

Dispatch	Dispatch Solutions	Centracom	404	25.00%
Infrastructure	ASTRO System Infrastructure	K Core	405	15.00%
Astro Subscribers	XTS/XTL	PRO SMARTZONE	406	15.00%
Astro Subscribers	XTS/XTL	XTS2500 UHF VHF	407	25.00%
IDEN	Noncore	BT Handset ACP BMW	408	25.00%
Tetra Subscriber	Portable Radios	Tetra MTP3100 & 200	409	10.00%
Astro Subscribers	XTS/XTL	Prepaid Freight	410	0.00%
Portable Radios	APX Portable	VX P949	411	25.00%
Astro Subscribers	XTS/XTL	Conventional ASTRO Spectra	412	25.00%
ILPS Services	Records and Evidence	Virtual Partner SaaS	413	0.00%
Accessories	Other Accessories	Visar Accessories	414	25.00%
Dispatch	Dispatch Solutions	Monitors	415	10.00%
Dropship	ASTRO_SYSTEMS_DROPSHIP	Test Equipment	415	10.00%
PS Equipment	Critical Connect Product	Critical Connect MSI Software Licenses	416	10.00%
Fixed Stations	Fixed Stations	Misc Site Equipment	417	10.00%
IDEN	Noncore	FUZE	418	10.00%
Software	ASTRO_SUA	UNS SMA	419	10.00%
PCR	Subscriber	EVX 261	420	10.00%
MOTOTRBO	Subscriber	Application Partner Programs	421	10.00%
MOTOTRBO	MOTOTRBO	Infrastructure	422	10.00%
Service	Tetra Managed Services	Tetra Portugal	423	0.00%
Fixed Stations	Fixed Stations	Master Site/Astro	424	15.00%
Fixed Stations	Fixed Stations	Small Systems L Core	425	15.00%
Infrastructure	ASTRO System Infrastructure	L Core	425	15.00%
Mobiles	Mobile Stations	APX4000	426	27.00%
Portable Radios	APX Portable	APX4000	426	27.00%
Portable Radios	APX Portable	APX4000 APX2000	426	27.00%
System Integration	ASTRO System Integration	Construction Management including subcontractors	427	0.00%
Professional Commercial Radio	Mobile Radio	Maxtrac Conventional	428	25.00%
Professional Commercial Radio	Portable Radios	GR900	429	25.00%
Software Upgrades	Flashport	Flashport Software	430	27.00%
Service	Hardware Maintenance	Astro Device Management Essential	431	0.00%
Astro Subscribers	XTS/XTL	PC MTS2000 Conventional	432	25.00%
MOTOTRBO	Fixed Equipment	Mototrobo High Tier Repeater	433	15.00%
ILPS	Situational Awareness Product	Situational Awareness MSI Hardware	434	10.00%
Professional Commercial Radio	Fixed Equipment	Capacity Max Hardware	435	15.00%
Professional Commercial Radio	Mobile Radio	Maxtrac 900 Mhz	436	15.00%
Astro Subscribers	APX NEXT	OEM Subscriber	437	27.00%
Professional Commercial Radio	Mobile Radio	Maxtrac 888	438	15.00%
MOTOTRBO	Fixed Equipment	827 Controller	439	15.00%
System Integration	ASTRO System Integration	Special Service	441	0.00%
Portable Radios	TRBO	TRBO Radio PR Portfolio	442	25.00%
Dispatch	Dispatch Solutions	MCC Console	443	25.00%
Infrastructure	Consoles	MCC 7500	443	25.00%
Spillman CAD	Spillman CAD Flex	Flex CAD 3rd Party Hardware and Software	445	0.00%
Professional Commercial Radio	Portable Radios	Andorra Non-Display Portable Radio	446	15.00%
Vertex	Subscribers	Vertex LMR Fixes	447	15.00%
Fixed Stations	Fixed Stations	Quantar/Quantro	448	20.00%
Professional Commercial Radio	Software	Capacity Max software-License	449	15.00%
Pagers/Receiver	Pagers/Receiver	Pagers	452	15.00%
Accessories	Batteries	CGISS Batteries	453	25.00%
Dispatch	Dispatch Solutions	Audio Accessories	454	15.00%
Fixed Data	Fixed Data Products	Data Subscriber	455	15.00%
Parts	Hardware Maintenance	RPG Low/Mid/High Manual	456	0.00%
Fixed Station	Fixed Station Accessories	Infrastructure Antennas	457	20.00%
Service	Hardware Maintenance	ASTRO Device Repair	458	10.00%
PremierOne CAD	PremierOne CAD 3rd Party	PremierOne Records 3rd Party Hardware and Software	459	0.00%
Service	Hardware Maintenance	ASTRO System SFS Advance	460	0.00%
Service	Hardware Maintenance	Device Installation	461	0.00%
Astro Subscribers	XTS/XTL	KLV 3000	462	10.00%
Professional Commercial Radio	Subscriber	ALPHA X	463	10.00%
Service	ASTRO Managed Services	Tetra Device Subscriber Management	464	0.00%
Astro Subscribers	XTS/XTL	ATS3000	465	25.00%
Mobiles	Mobile Stations	APX1500	466	27.00%
Spillman CAD	Spillman Flex	Flex Records 3rd Party Hardware and Software	467	0.00%
Spillman CAD	Spillman Flex	Flex Jail 3rd Party Hardware and Software	468	0.00%
Fixed Data	Fixed Data Products	NFM Products	469	15.00%
Infrastructure	ASTRO System Infrastructure	NFM Hardware	469	15.00%
APX Portable	Portable Radios	Soldier MAC	470	27.00%



Mobiles	Mobile Stations	APX1500/APX4500	471	27.00%
CAD Equipment	Computer Aided Dispatch	CAD	472	10.00%
Spillman CAD	Spillman Flex Equipment	Spillman Flex Equipment	472	10.00%
CAD Equipment	Computer Aided Dispatch	CAD	473	5.00%
Spillman CAD	Spillman Flex	Spillman Services	473	0.00%
Fixed Stations	Fixed Stations	MTR	474	23.00%
MOTOTRBO	MOTOTRBO	Applications	475	10.00%
Professional Commercial Radio	Mobile Radio	MOTOTRBO Trunking Mobile	475	10.00%
Accessories	Other Accessories	DC Accessories	476	25.00%
Professional Commercial Radio	Portable Radios	Atex MOTOTRBO Portable	477	25.00%
MOTOTRBO	Fixed Equipment	Mototrbo Mid Tier Repeater	478	10.00%
Professional Commercial Radio	Portable Radios	PTX600 Trunked (MPT1327)	479	10.00%
Portable Radios	APX Portable	APX6000/APX7000	481	27.00%
Infrastructure	ASTRO System Infrastructure	D Series Harware	482	15.00%
Portable Radios	TRBO	TRBO Radio PM Portfolio	483	25.00%
Mobiles	Mobile Stations	MOTOTRBO	484	10.00%
IDEN	Noncore	IMS	485	10.00%
Public Safety	ICC Smart Public Safety Equipment	Procad UK	486	10.00%
LTE	LTE System Integration	LTE FTR	487	10.00%
Video Solutions	Fixed Video	Camera's	488	10.00%
ILPS	Digital Evidence Product	Digital Evidence 3rd Party Hardware and Software	489	0.00%
Dropship	ASTRO System Infrastructure	Dropship	490	10.00%
IDEN	Noncore	RFDS Cobra	491	10.00%
Public Safety	Software Product	Cloud Connect Services 3rd Party Hardware and Software	492	0.00%
IDEN	Noncore	TPS TPU EU	493	10.00%
Astro Subscribers	XTS/XTL	Trunked ASTRO Mobile	494	25.00%
Trunking	Trunking Products and Services	PDG Hardware	495	15.00%
ILPS	Common Services Recurring	Misc Support	497	0.00%
ILPS	Records and Evidence	Virtual Partner Software	498	0.00%
Fixed Data	Fixed Data Products	MOSCAD	499	10.00%
Mobiles	Mobile Stations	XTL5000	500	25.00%
Dropship	ASTRO System Dropship	MICOM-2000	501	10.00%
Infrastructure	Base Stations	Tetra Site Software	502	10.00%
LTE	Devices	VRM500	503	10.00%
Infrastructure	Consoles	Gold Series Elite	504	25.00%
Accessories	Other Accessories	Callbox	505	10.00%
Infrastructure	Fixed Stations	Tetra MTS Shared	506	10.00%
IDEN	System Equipment	EBTS Cabinets	507	10.00%
LTE	Devices	VRM600	508	10.00%
Fixed Stations	Fixed Stations	Astro Quantar	509	25.00%
Public Safety	Broadband Comms	Critical Connect 3rd Party Hardware and Software	510	0.00%
Professional Commercial Radio	Mobile Radio	BALI Display Mobile Radio	511	10.00%
Fixed Stations	Fixed Stations	MTR3000	512	24.00%
PremierOne CAD	PremierOne CAD Product	PremierOne CAD MSI Software Licenses	513	10.00%
Mobiles	Mobile Stations	XTL2500	514	25.00%
Fixed Stations	Fixed Station Accessories	Transmission Line	515	20.00%
MOTOTRBO	MOTOTRBO	Applications	516	10.00%
Mobiles	Mobile Stations	XTL2500	518	25.00%
Security	Network Security	Network Security Moniroring	519	0.00%
Security	Security Update	Security Update	519	0.00%
Dispatch	Dispatch Solutions	WAVE Technology	520	10.00%
MOTOTRBO	Fixed Equipment	Mototrbo Low Tier Repeater	521	10.00%
IDEN	System Equipment	IDEN Accessories	522	10.00%
Astro Subscribers	XTS/XTL	RDx Terminal Controllers	523	10.00%
Dispatch	Dispatch Solutions	Motobridge	524	10.00%
Fixed Stations	Fixed Station Accessories	Astro DIU	524	15.00%
Secure Solutions	ASTRO	ASTRO DIU	524	15.00%
Fixed Stations	Fixed Station Accessories	Astro Comparator	525	15.00%
Secure Solutions	ASTRO	ASTRO Comparator	525	15.00%
Astro Subscribers	XTS/XTL	ASTRO Spectra Plus	526	15.00%
Mobiles	Mobile Stations	APX6500	527	27.00%
IDEN	System Equipment	EBTS IPL	528	10.00%
IDEN	System Equipment	Private IDEN Infrastructure	529	10.00%
Infrastructure	System Switches	Tetra Network Management	530	10.00%
IDEN	Noncore	Location & Microtag	531	10.00%
Infrastructure	Systm Switches	Tetra Infrastructure Secure	532	10.00%
Service	System Equipment	Fusion 2	533	0.00%
Service	Communication Services	WAVE Cloud Connect SaaS	534	0.00%
Service	Communication Services	WAVE Cloud Connect HW	535	0.00%

APX Portable	Portable Radios	APX Covert Portable	536	27.00%
Fixed Stations	Fixed Stations	SZ Intellirepeater	537	27.00%
Professional Commercial Radio	Software	Radio Application	538	10.00%
Professional Commercial Radio	Software	Visar Privacy Plus	539	25.00%
Service	iDEN Services	SMP Services	540	0.00%
WAVE PTT	Wave Tactical Product	WAVE Tactical MSI Software Licenses	541	10.00%
Infrastructure	Tetra System Switches	Tetra Call Processing	542	10.00%
Tetra Subscriber	Portable Radios	Tetra BOSAI Portable	543	10.00%
Infrastructure	Tetra System Switches	Tetra CNE Interconnect	544	10.00%
Kodiak PTT	Kodiak Product	Kodiak MSI Software Licenses	545	10.00%
Professional Commercial Radio	Subscriber	Tonga	546	10.00%
IDEN	System Equipment	EBTS Radios	547	10.00%
CAD Equipment	Computer Aided Dispatch	CAD	548	10.00%
Service	Communication Services	Wave Managed Services	549	0.00%
Professional Commercial Radio	Subscribers	Vanuatu	550	10.00%
Service	Communication Services	WAVE Essential	551	0.00%
Parts	Batteries	Competitive Two Way	552	25.00%
Service	Communication Services	WAVE Advanced	553	0.00%
Mobiles	Mobile Accessories	Mobile Antennas	554	15.00%
Accessories	Other Accessories	Portable Antenna	555	25.00%
Service	HW MAINTENANCE	Tetra Device Repair	556	0.00%
MOTOTRBO	MOTOTRBO	Controller	557	10.00%
Infrastructure	Tetra System Switches	Tetra Infrastructure Hardware 3rd Party	558	10.00%
Infrastructure	Tetra System Switches	Tetra Mobile Data	559	10.00%
Service	Hardware Maintenance	ASTRO Device SFS Essential	560	0.00%
Service	Maintenance	Service Maintenance	561	0.00%
APX Portable	Portable Radios	APX7000XE APX Fire	562	27.00%
MOTOTRBO	MOTOTRBO	Controller	563	10.00%
Vertex	Subscribers	LMR Spares	564	10.00%
Infrastructure	Tetra System Switches	Tetra CNE Consoles	565	10.00%
Professional Commercial Radio	Mobile Radio	Spectra Privacy Plus	566	10.00%
Software	Software Product	Misc Common Services Product	567	10.00%
ICC	PremierOne 3rd Party	PremierOne CAD 3rd Party Hardware and Software	568	0.00%
LTE	System Infrastructure	LXN500	569	10.00%
Astro Subscribers	XTS/XTL	Portable Repeaters	570	10.00%
Mobiles	Mobile Stations	DVR	571	15.00%
ILPS	Situational Awareness Product	Situational Awareness 3rd Party Hardware and Software	572	0.00%
CAD Equipment	CSR Product	CommandCentral Conn. Eq.	573	10.00%
Software	Tetra SUA	Tetra SSA	574	10.00%
Professional Commercial Radio	Mobile Radio	TRC Housing	575	10.00%
Infrastructure	Tetra	Tetra Infrastructure Software	576	10.00%
Accessories	Other Accessories	Waris Accessories	577	10.00%
Portable Radios	APX Portable	APX8000	579	27.00%
WAVE PTT	Wave Tactical Product	WAVE Tactical 3rd Party Hardware and Software	580	0.00%
APX Portable	Portable Radios	APX8000XE	581	27.00%
Professional Commercial Radio	Business Radio	MS50	582	10.00%
WAVE PTT	WaveOnCloud Product	Wave OnCloud 3rd Party Hardware and Software	583	0.00%
Kodiak PTT	Kodiak Product	Kodiak 3rd Party Hardware and Software	584	0.00%
Mobiles	Mobile Stations	XTL5000	585	25.00%
Service	Hardware Maintenance	Tetra System Advanced	587	0.00%
PremierOne CAD	PremierOne CAD Recurring	PremierOne CAD Support Services	588	0.00%
PremierOne Records	PremieOne Records	PremierOne Records Support Services	589	0.00%
Fixed Stations	Fixed Stations	Quantar Receiver	590	21.50%
Parts	Hardware Maintenance	Legacy Infrastructure Data Paging	591	10.00%
Trunking	Trunking Products and Services	MTR2000 Trunking	593	23.00%
IDEN	System Equipment	P-IDEN Accessories	594	10.00%
Fixed Stations	Fixed Stations	STR3000	595	18.00%
IDEN	System Equipment	EBTS Components	596	10.00%
Infrastructure	Tetra Infrastructure	Tetra CNE MCC7500	597	10.00%
System Integration	Tetra System Integration	Tetra SI Motorola Shared	598	10.00%
System Integration	Tetra System Integration	Tetra SI Motorola Shared	599	10.00%
Data	Data Applications	Command Central Vault	600	15.00%
Service	ILPS Service	CommandCentral Connections	600	0.00%
WAVE PTT	WAVE Tactical Recurring	WAVE Tactical Support Services	601	0.00%
Astro Subscribers	XTS/XTL	Subscriber Other	602	25.00%
Professional Commercial Radio	Mobile Radio	Mostar Trunked	603	10.00%
Astro Subscribers	XTS/XTL	Trunked Spectra	604	25.00%
WAVE PTT	WAVE Tactical Recurring	WAVE Tactical Managed Services	605	0.00%
Wireless Mobility	Canopy Wireless	Point to Point	606	15.00%

Parts	Other Accessories	Tetra Accessories	607	10.00%
Public Safety	ICC System Equipment	RMS Software	608	10.00%
Professional Commercial Radio	Software	Elcomplus Applications	610	10.00%
Dropship	ASTRO System Dropship	Smart WIBB	611	10.00%
ILPS	IPLS Services	Situational Awareness SaaS	612	0.00%
Service	Maintenance	Consoles SW Maintenance	613	0.00%
Service	Maintenance	Consoles HW Maintenance	614	0.00%
Tetra	Infrastructure	Tetra SUA	615	10.00%
ILPS	ILPS Service	Digital Evidence SaaS	616	0.00%
Astro Subscribers	XTS/XTL	Clear Spectra Conventional	617	10.00%
Service	Airwave	Airwave Managed Services	618	0.00%
Accessories	Other Accessories	900 Digital Accessories	619	25.00%
Astro Subscribers	XTS/XTL	PC-XTS3000	620	25.00%
Astro Subscribers	XTS/XTL	Subscriber Carrot	621	25.00%
IDEN	Noncore	Spirit GSM	622	10.00%
Astro Subscribers	XTS/XTL	MCS2000	623	10.00%
Astro Subscribers	XTS/XTL	XTL2500 Rebanding	624	10.00%
Portable Radios	TRBO	TRBO Radio PR Portfolio	626	25.00%
Professional Commercial Radio	Subscriber	Belize ATEX	627	10.00%
Professional Commercial Radio	Subscriber	Inmetro MSHA	628	10.00%
WAVE PTT	WAVE OnCloud Recurring	WAVE OnCloud SaaS	629	0.00%
Kodiak PTT	Kodiak Recurring	Kodiak SaaS	630	0.00%
Service	Tetra Managed Services	Tetra Network Ownership	631	0.00%
Tetra Subscriber	Portable Radios	Tetra LEO	632	10.00%
Spillman CAD	Spillman Ally	ALLY SaaS	633	0.00%
ILPS	Situational Awareness Services	Situational Awareness 3rd Party Services	634	0.00%
LTE	Devices	LTE Device Dropship	635	10.00%
Service	IDEN Services	SMP Software	636	0.00%
Professional Commercial Radio	Subscriber	VX 450	637	10.00%
MOTOTRBO	Subscriber	Waris Portable	638	10.00%
Broadband	Critical Connect Product	Critical Connect Delivery Services	639	0.00%
IDEN	System Equipment	MSO	640	0.00%
IDEN	System Equipment	Warranty	641	0.00%
WAVE PTT	WAVE OnCloud Product	WAVE OnCloud MSI Hardware	642	10.00%
Fixed Stations	Fixed Stations	DIU	643	15.00%
Mobiles	Mobile Accessories	Misc Accessories	644	19.00%
Avigilon Video	Managed Video	Avigilon Managed Services	645	0.00%
Maintenance Services	Sonoma Hardware	Sonoma Hardware Support	646	0.00%
Infrastructure	ASTRO System Equipment	Trunked Terminals Software	647	10.00%
IDEN	IDEN System Equipment	Private IDEN Dropship	648	10.00%
Professional Commercial Radio	Portable Radios	VX 2100 2200	649	10.00%
Smart Public Safety	VaaS Video	VaaS PS Hardware	650	10.00%
Professional Commercial Radio	Portable Radios	HT800 VHF	651	10.00%
Mobiles	Mobile Stations	APX Options	652	27.00%
Accessories	Other Accessories	Telario	653	10.00%
Astro Subscribers	XTS/XTL	Covert Portable XTS4000	654	25.00%
Mobiles	Mobile Stations	APX7000	655	27.00%
Portable Radios	APX Portable	APX Options	655	27.00%
Mobiles	Mobile Stations	APX7500/APX8500	656	27.00%
Astro Subscribers	XTS/XTL	XTS1500 Rebanding	657	25.00%
Professional Commercial Radio	Subscriber	Centro Plus	658	10.00%
Public Safety	ICC System Equipment	PSA 3rd Party Professional Services	659	0.00%
Dispatch	Dispatch Solutions	WAVE Technology	660	10.00%
Software Products	VaaS Video	VaaS DRN Hardware	662	10.00%
Software Products	VaaS Video	VaaS EDX Hardware	663	10.00%
Software Products	VaaS Video	VaaS PL Hardware	664	10.00%
Software Products	VaaS Video	DISH PS Delivery	665	0.00%
Software Services	VaaS Video	DISH Delivery	666	0.00%
Software Services	VaaS Video	DISH EDX Delivery	667	0.00%
Software Services	VaaS Video	DISH PL Delivery	668	0.00%
Software Services	VaaS Video	DISH PS Support	669	0.00%
Data	Data Applications	Intelligent Data Portal	670	0.00%
Astro Subscribers	XTS/XTL	Subscriber Adjustment	671	0.00%
Portable Radios	TRBO	TRBO Radio HT Portfolio	672	25.00%
APX Portable	Portable Radios	APX8000Xi	673	27.00%
Software Services	VaaS Recurring	DISH DRN Support	674	0.00%
Fixed Stations	Fixed Stations	SZ Intellirepeater	675	20.00%
Service	Hardware Maintenance	Tetra System SFS Advance	676	0.00%
Infrastructure	ASTRO System Infrastructure	D Series Harware	677	20.00%

Astro Subscribers	XTS/XTL	LTS2000 Trunking	678	20.00%
Professional Commercial Radio	Business Radio	SP21 FP8	679	20.00%
Fixed Stations	Fixed Stations	Data Base Station	680	21.50%
Mobiles	Mobile Stations	APX7500/APX8500	681	27.00%
Professional Commercial Radio	Business Radio	Malta	682	10.00%
Software Services	VaaS Recurring	DISH EDX Support	683	0.00%
Infrastructure	Tetra Fixed Equipment	Tetra MTS4L	684	10.00%
Service	ASTRO Managed Services	LTE System Premier	685	0.00%
Professional Commercial Radio	Console	Avtec Third Party Console	686	10.00%
Astro Subscribers	XTS/XTL	XTS MT 1500	687	20.00%
Software	SUA	LTE SUA & SMA	688	10.00%
LTE	Devices	MESIV MAKOM	689	10.00%
Professional Commercial Radio	Subscribers	Consumer Radio (LOW)	690	10.00%
Service	LTE Managed Services	Apps & SW Mgmt - Systems and Software Enablement	691	0.00%
Software Services	VaaS Recurring	DISH PL Support	692	0.00%
Software Services	VaaS Recurring	DISH PS SaaS	693	0.00%
Software Services	VaaS Recurring	DISH DRN SaaS	694	0.00%
Software Services	VaaS Recurring	DISH EDX SaaS	695	0.00%
Software Services	VaaS Recurring	DISH PK SaaS	696	0.00%
Other	Operation Equipment	HCS Docklink	697	10.00%
Service	ASTRO Managed Services	LTE Device Subscriber Management	698	0.00%
Service	ILPS Service	Professional Services Planning	699	0.00%
Service	Hardware Maintenance	Astro Device Management Advanced	700	0.00%
Service	ASTRO Managed Services	Astro Device Management Premier	701	0.00%
CAD Equipment	Computer Aided Dispatch	Premier CAD Maintenance	702	5.00%
Professional Commercial Radio	Mobile Radio	Misc Mobile Shared System	703	10.00%
Infrastructure	ASTRO System Infrastructure	AME	704	10.00%
Professional Commercial Radio	Subscriber	VL50	705	10.00%
Dispatch	Dispatch Solutions	MCC Accessories	706	20.00%
Dispatch	Dispatch Solutions	Dropship	708	20.00%
Fixed Data	Fixed Data Products	Fire Station Alerting	708	20.00%
LTE	LTE	Battery Backup	708	20.00%
Network Products	Network Products	Network Security	708	20.00%
Trunking	Trunking Products and Services	Dropship	708	20.00%
Professional Commercial Radio	Mobile Radio	XPR5500 Clean Cab Radio	710	10.00%
Service	Installation	P1225LTR	711	0.00%
Managed Services	Device Managed Services	Device Application Subscription Services	712	10.00%
Professional Commercial Radio	Portable Radios	Timor FKP Portable	713	10.00%
Service	Hardware Maintenance	Tetra Device SFS Lite	715	0.00%
Service	IDEN Services	Turnkey Services	716	0.00%
MOTOTRBO	Mobile Radio	Waris Mobile Prime	717	10.00%
Avigilon Video	Managed Video	Video Premier	718	10.00%
Professional Commercial Radio	Portable Radios	Timor LKP Portable	719	10.00%
Professional Commercial Radio	Portable Radios	Visar	720	25.00%
Astro Subscribers	XTS/XTL	XTS5000 7 800	721	25.00%
Astro Subscribers	XTS/XTL	Trunked MCS2000	722	25.00%
Hardware Maintenance	APX Next Services	Radio Next Device Management Essential	723	0.00%
Hardware Maintenance	APX Next Services	Radio Next Device Management Advanced	724	0.00%
ASTRO SUA	APX Next Services	Radio Next Device SMA	725	0.00%
Portable Radios	XTS	XTS1500	726	25.00%
ASTRO Managed Services	APX Next Services	Radio Next Device Management Premier	727	0.00%
Emerging Solutions	Emerging Solutions SI	Emerging Solutions SI	728	0.00%
Dispatch	Dispatch Solutions	Gold Series Flashes	729	17.00%
Portable Radios	Portable Radios	HT1250	729	33.50%
Emerging Solutions	Emerging Solutions Services	Emerging Solutions Services	730	0.00%
IDEN	IDEN System Equipment	Private IDEN Subscribers	731	15.00%
Dispatch	Dispatch Solutions	NG-911 Implementation Warranty	732	0.00%
Emerging Solutions	Emerging Solutions Services	Emerging Solutions Software Solutions	733	0.00%
Avtec	Avtec Console	Avtec Product	735	10.00%
Data	Data Subscriber Device	MW810	736	22.00%
Professional Commercial Radio	Subscribers	Waris ATX	737	15.00%
ASTRO SUA	Avtec Console Services	Avtec Scoutcare	738	0.00%
ASTRO SUA	ASTRO Software Maintenance	ASTRO SUA Completed Contract	739	0.00%
Dispatch	Dispatch Solutions	MIP5000	740	20.00%
ASTRO SUA	ASTRO Software Maintenance	ASTRO SUA Upgrade Operations	741	0.00%
Portable Radios	APX Accessories	Misc APX Accessories	742	27.00%
Infrastructure	ASTRO System Infrastructure	ASTRO Receivers	743	15.00%
Fixed Stations	Fixed Stations	Misc Parts	744	20.00%
ASTRO Maintenance	ASTRO SUA	ASTRO SUA Field Services	745	0.00%

Maintaenance Services	Services Training	SUA Training	746	0.00%
Tetra Subscriber	Portable Radios	Tetra Software Subscribers	747	10.00%
IDEN	iDEN System Equipment	Private IDEN Software	748	10.00%
Portable Radios	TRBO	TRBO Radio HT Portfolio	749	25.00%
Emerging Solutions	Drones	Drones	750	10.00%
Professional Commercial Radio	Subscribers	Tahiti Numeric	751	10.00%
Professional Commercial Radio	Subscribers	Timor ND Portable	752	10.00%
Service	Hardware Maintenance	Devices Tech Support	753	0.00%
Dropship	Console	Nimbus Dispatch Product	754	10.00%
Portable Radios	APX Portable	APX6000 Basic	755	25.00%
Portable Radios	APX Portable	APX6000XE	756	27.00%
Mobile Radios	APX Mobiles	APX4500 Li	757	27.00%
Service	Hardware Maintenance	PCR Dispatch	758	0.00%
Professional Commercial Radio	Portable Radios	RADIUS P100 Portable	759	10.00%
Mobiles	Mobile Stations	APX Options	761	27.00%
Service	iDEN Services	Network Planning Design	762	0.00%
Service	iDEN Services	Program Management	763	0.00%
Service	iDEN Services	Network Performance	764	0.00%
Service	iDEN Services	Operations and Maintenance	765	0.00%
Data	Data Applications	IDP Services	766	0.00%
Service	Dispatch Service	Dispatch Service	768	0.00%
Service	Maintenance	Network Preventive & Onsite Infrastructure Response	769	0.00%
Service	Maintenance	SUAII	769	0.00%
Professional Commercial Radio	Portable Radios	Visar Conventional	770	20.00%
Software	ASTRO SUA	Devices and Accessories SMA	771	20.00%
Service	Maintenance	Technical Support	772	0.00%
Service	Hardware Maintenance	Tetra Device SFS Essential	773	0.00%
Service	LTE Managed Services	Apps & SW Mgmt - Third Party	774	0.00%
Mobiles	Mobile Stations	XTL1500	775	16.50%
Mobiles	Mobile Stations	Maratrac	776	20.00%
MOTOTRBO	MOTOTRBO	Portables	777	10.00%
Professional Commercial Radio	Portable Radios	XPR6100 Mid-Tier Digital Porta	778	10.00%
Tetra Subscriber	Tetra Legacy	Tetra MTH800	779	10.00%
Professional Commercial Radio	Mobile Radio	GR1225	780	10.00%
Service	Other Smart Public Safety Services	Kodiak Managed Services	781	0.00%
Broadband	Broadband_Comms	Kodiak Broadband PTT SW Products	782	10.00%
Broadband	Broadband_Comms	Kodiak Broadband PTT HW Products	783	10.00%
Astro Subscribers	XTS/XTL	Subscriber Other	784	10.00%
Portable Radios	APX Accessories	Misc Accessories	785	25.00%
Infrastructure	ASTRO System Infrastructure	Air Time Accumulator	786	25.00%
Service	Hardware Maintenance	Rental	787	0.00%
Service	Hardware Maintenance	LTE Device Repair	788	0.00%
CAD Equipment	Computer Aided Dispatch	CAD	789	10.00%
LTE	LTE	LEX11	790	10.00%
IDEN	Noncore	Apollo	791	10.00%
Mobiles	Mobile Stations	CDM1550	792	20.00%
Professional Commercial Radio	Portable Radios	GR300 GR500	793	10.00%
Professional Commercial Radio	Fixed Equipment	Professional Fixed	794	10.00%
Portable Radios	APX Accessories	Misc APX Accessories	795	27.00%
Accessories	Other Accessories	Visar Accessories	796	25.00%
CAD Equipment	Computer Aided Dispatch	CAD	797	5.00%
Service	Spillman Services	Spillman Support Services	797	0.00%
Portable Radios	APX Accessories	Misc APX Accessories	798	27.00%
Professional Commercial Radio	Mobile Radio	BALI Non Display Mobile Radio	799	10.00%
Dropship	ASTRO System Dropship	Wireless Valley Maintenance	800	0.00%
Fixed Wireless	Fixed Wireless Broadband	MESH	800	5.00%
Dropship	ASTRO System Dropship	Wireless Valley Training	801	0.00%
Service	Other Smart Public Safety Services	Kodiak Broadband PPT Services	802	0.00%
Service	Spillman Services	Spillman Nova SaaS	803	0.00%
Public Safety	ICC System Equipment	Procad Professional Services	804	0.00%
Service	Spillman Services	Spillman Ally SaaS	805	0.00%
Professional Commercial Radio	Subscribers	Malta 900MHz	806	10.00%
Professional Commercial Radio	Portable Radios	Subscribers	807	10.00%
Service	FirstNet Managed Services	FirstNet BCP	808	0.00%
Service	FirstNet Managed Services	FirstNet PTT	809	0.00%
Service	FirstNet Managed Services	FirstNet Activations	810	0.00%
Fixed Stations	Fixed Stations	Encryption	811	5.00%
Dispatch	Dispatch Solutions	NG-911 Licenses	812	15.00%
Public Safety	NG911 Services	ECW Software	812	10.00%

Service	Hardware Maintenance	Accessories SFS Comprehensive	813	0.00%
Hardware Maintenance	Security Services	ASTRO CyberSecurity	814	0.00%
Hardware Maintenance	Devices Essential	Accessories Essential	816	0.00%
Astro Subscribers	XTS/XTL	Spectra RR Cleancab	818	15.00%
Professional Commercial Radio	Subscribers	VX 261	819	15.00%
Professional Commercial Radio	Subscribers	Neocom Applications	820	10.00%
Professional Commercial Radio	Subscribers	Limited Display Keypad Subscriber	821	10.00%
Maintenance	Maintenance	SMA/SUA	823	0.00%
Infrastructure	ASTRO System Infrastructure	SUA POC	824	10.00%
Tetra	Subscriber	Tetra Pager	825	10.00%
Tetra	Subscriber	Tetra MTP6650	826	10.00%
Tetra	Subscriber	Tetra ST7500	827	10.00%
Tetra	Infrastructure	Tetra Fixed Equipment	828	10.00%
Professional Commercial Radio	Parts	Israeli Accessories	829	10.00%
Service	NG911 Services	Callworks Services	830	0.00%
Dispatch	Dispatch Solutions	NG-911 Implementation Services Callworks	831	10.00%
Service	ICC Services	Callworks SI	831	0.00%
Fixed Wireless	Fixed Wireless Broadband	Wireless LAN/Symbol	832	10.00%
Wireless Mobility	Wireless LAN	Point to Point	832	10.00%
System Integration	ASTRO	System Integration Site Construction	833	0.00%
Service	Hardware Maintenance	PCR Devices Essential Advanced	835	0.00%
Service	ASTRO Managed Services	Security Management	836	0.00%
Portable Radios	APX Accessories	Misc APX Accessories	837	27.00%
Portable Radios	APX Portable	APX900/APX1000	837	27.00%
Service	ASTRO Managed Services	PCR Devices Premier	838	0.00%
Pagers/Receiver	Pagers/Receiver	Encoders	839	15.00%
Portable Radios	TRBO	TRBO Radio HT Portfolio	841	25.00%
Public Safety	CSR Product	Public Service Software License	842	10.00%
IDEN	IDEN System Equipment	Private IDEN Harmony	846	10.00%
Accessories	Other Accessories	Consumer Accessories	849	10.00%
CAD Equipment	Computer Aided Dispatch	CAD	850	5.00%
Service	ICC Services	Mobile Apps Maintenance	850	0.00%
Test Equipment	Test Equipment	Shop Supplies	854	5.00%
Data	Data Subscriber Device	Wireless LAN Ports/AP's	855	10.00%
Fixed Stations	Fixed Station Accessories	Alt Building	856	10.00%
Tetra Subscriber	Legacy Equipment	Tetra MTM800	857	10.00%
Vertex	Subscriber	Vertex Standard LMR	858	10.00%
IDEN	iDEN System Equipment	Armadillo Accessories	861	10.00%
Professional Commercial Radio	Subscriber	Tahiti Alpha Numeric	866	10.00%
Professional Commercial Radio	Subscriber	Andorra Limited Keypad Display	867	10.00%
Vertex	Subscriber	Vertex - LMR Portables	868	10.00%
Mobiles	Mobile Stations	M1225	869	20.00%
Infrastructure	ASTRO System Infrastructure	Irrigation Products	870	10.00%
Professional Commercial Radio	Subscriber	Full Keypad Display	871	10.00%
System Integration	ASTRO System Integration	SI ET&S Vendors	872	10.00%
System Integration	ASTRO System Integration	SI Third Party Vendors	874	10.00%
Trunking	Trunking Products and Services	Zone Manager Software	877	18.50%
CAD Equipment	Computer Aided Dispatch	CAD	879	5.00%
Mobile Applications	Mobile Applications Software	CAD	879	10.00%
Service	Hardware Maintenance	MIBAS	880	0.00%
Fixed Stations	Fixed Stations	Powerline LV	881	15.00%
Service	Hardware Maintenance	On-site Field Services	882	0.00%
Service	ICC Services	UK Maintenance	887	0.00%
Tetra Subscriber	Legacy Equipment	Tetra MTP850	890	10.00%
IDEN	iDEN System Equipment	Armadillo	891	10.00%
Dispatch	Dispatch Solutions	WAVE Technology	892	10.00%
Tetra Subscriber	Portable Radios	Tetra MTP3250	893	10.00%
Tetra Subscriber	Base Stations	Tetra MTS4	895	10.00%
Tetra Subscriber	Portable Radios	Tetra MTH750	896	10.00%
Service	Hardware Maintenance	T&M System Repair	900	0.00%
Lifecycle Services	Lifecycle Services	Migration Assurance Program	901	0.00%
Lifecycle Services	Lifecycle Services	SMA	902	0.00%
Lifecycle Services	Lifecycle Services	SUA/SUA II	903	0.00%
Fixed Wireless	Fixed Wireless Broadband	Canopy	904	15.00%
Fixed Wireless	Fixed Wireless Broadband	Canopy Service	904	15.00%
Lifecycle Services	Lifecycle Services	SUS	904	0.00%
Lifecycle Services	Lifecycle Services	SA	905	0.00%
Dropship	ASTRO System Dropship	Branded Point To Multipoint	906	10.00%
Wireless Mobility	Unlicensed	Point to Point	907	20.00%

Dropship	ASTRO System Dropship	Dropship License Point To Point	908	10.00%
Wireless Mobility	Licensed	Point to Point	908	20.00%
Service	iDEN Services	Network Deploymnet	909	0.00%
Fixed Wireless	Fixed Wireless Broadband	PTP Service	910	15.00%
Other	Hardware	Domestic Transfer ELIM	911	10.00%
Astro Subscribers	XTS/XTL	Bosch Base Station Switch	913	10.00%
IDEN	iDEN System Equipment	Harmony	916	10.00%
Astro Subscribers	XTS/XTL	Bosch Subscriber	917	10.00%
Astro Subscribers	XTS/XTL	Bosch Tunnel	920	10.00%
Professional Commercial Radio	Subscriber	Waris	921	10.00%
Mobiles	Mobile Stations	CM200/CM300	922	20.00%
Service	Hardware Maintenance	LTE Device SFS Essential	923	0.00%
Astro Subscribers	XTS/XTL	Bosch Railway Subscriber	925	10.00%
Tetra Subscriber	Portable Radios	Tetra TCR1000	928	10.00%
Service	Maintenance	Services	929	0.00%
IDEN	Noncore	C18	932	10.00%
Tetra Subscriber	Legacy Equipment	Tetra CM5000	933	10.00%
Service	Hardware Maintenance	Intelligent Optimization	936	0.00%
Other	Sector Equipment	WSTS IFIND	937	10.00%
Tetra Subscriber	Mobile Radio	Tetra MTM5000	938	10.00%
Tetra Subscriber	Legacy Equipment	Tetra MTC100	939	10.00%
Pagers/Receiver	Pagers/Receiver	Minitor Parts	940	15.00%
Pagers/Receiver	Pagers/Receiver	Infrastructure	941	15.00%
Service	Harware Maintenance	LTE System Essential	941	0.00%
Service	ILPS Service	Professional Services Adoption	942	0.00%
Service	Hardware Maintenance	Training	943	0.00%
Other	Segment OV	RPG - MCC	945	10.00%
Tetra Subscriber	Legacy Equipment	Tetra TOM100	946	10.00%
Fixed Wireless	Fixed Wireless	Broadband Peripherals	947	15.00%
Service	Hardware Maintenance	Local System Repair	948	0.00%
Professional Commercial Radio	Subscriber	VZ Series	951	10.00%
IDEN	iDEN System Equipment	Parts For Armadillo Repair Services	956	0.00%
Service	Hardware Maintenance	PCR Device Repair	959	0.00%
Dropship	ASTRO System Dropship	TUT	963	10.00%
Warranty	Additional Warranty	Additional video warranty	964	0.00%
Infrastructure	ASTRO System Infrastructure	Private System Release	967	10.00%
Dropship	NG911 Equipment	Video NG911 Dropship	968	10.00%
Service	Hardware Maintenance	Astro SUS Patching	969	0.00%
Service	Hardware Maintenance	Tetra SUS Patching	970	0.00%
Service	Hardware Maintenance	TETRA Network Performance	971	0.00%
Service	Hardware Maintenance	ASTRO Network Performance	972	0.00%
Other	Other Accessories	International Sales ELIM	974	10.00%
Professional Commercial Radio	Mobile Radio	Maxtrac Digital	977	10.00%
Service	Hardware Maintenance	T&M Device Repair	978	0.00%
Dropship	ASTRO System Dropship	Third Party Astro Data Applications	980	0.00%
CAD Equipment	Computer Aided Dispatch	CAD	981	5.00%
IDEN	Network Equipment	Software Solutions Team	982	10.00%
Maintanance	Maintanance	CAD	983	0.00%
Service	ICC Services	NET RMS Maintenance	983	0.00%
LTE	LTE	Local Technical Support	984	0.00%
Service	Hardware Maintenance	Software Installs	984	0.00%
LTE	LTE	CSI Material	985	0.00%
Public Safety	ICC System Equipment	PSA System	985	10.00%
Parts	Hardware Maintenance	Legacy Subscriber	986	10.00%
Parts	Energy	Saturn Buy Sell	987	10.00%
Service	Subcontract	Non-MSI Serviceable Item	988	0.00%
LTE	LTE	Network Airtime	989	0.00%
Service	ASTRO Managed Services	Astro (&MOTOTRBO) Network Ownership	989	0.00%

**Amendment Number 4**  
**to**  
**Contract Number DIR-TSO-4101**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Motorola Solutions, Inc.**

This Amendment Number **4** to **Contract** Number **DIR-TSO-4101** ("**Contract**") is between the Department of Information Resources ("DIR") and Motorola Solutions, Inc. ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (Per Amendment 3)**, is hereby updated and replaced in its entirety with **Appendix C, Pricing Index (Per Amendment 4)**, as attached.

All other terms and conditions of the **Contract**, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 4, then Amendment Number 3, then Amendment Number 2, then Amendment 1 and then the Contract.

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**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature.

**Motorola Solutions, Inc.**

**Authorized By:** Signature on File

**Name:** Neil Thomas

**Title:** Vice President, West Region

**Date:** 4/7/2021

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Hershel Becker

**Title:** Chief Procurement Officer

**Date:** 4/13/2021

**Office of General Counsel:** MH 4/12/21

Billing Address:  
 New Braunfels Utilities (NBU)  
 263 Main Plaza, New Braunfels,  
 TX  
 New Braunfels, TX 78130  
 US

Quote Date:01/27/2022  
 Expiration Date:05/27/2022  
 Quote Created By:  
 John Wells  
 Senior Account Manager  
 John.Wells@  
 motorolasolutions.com  
 (210) 391-4931

End Customer:  
 New Braunfels Utilities (NBU)  
 Kurt Knettel  
 kknettel@nbutexas.com

Texas DIR Contract (DIR-TSO-4101)

Payment terms:

100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	5	\$7,475.00	\$5,456.75	\$27,283.75
1a	H869BW	ENH: MULTIKEY	5	\$363.00	\$264.99	\$1,324.95
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	5	\$6.00	\$4.38	\$21.90
1c	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	5	\$567.00	\$413.91	\$2,069.55
1d	Q361AN	ADD: P25 9600 BAUD TRUNKING	5	\$330.00	\$240.90	\$1,204.50
1e	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	5	\$0.00	\$0.00	\$0.00
1f	QA00580AA	ADD: TDMA OPERATION	5	\$495.00	\$361.35	\$1,806.75
1g	QA01767AB	ADD: P25 LINK LAYER AUTHENTICATION	5	\$110.00	\$80.30	\$401.50
1h	QA05509AA	DEL: DELETE UHF BAND	5	-\$800.00	-\$584.00	-\$2,920.00



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Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1i	Q887AU	ADD: 5Y ESSENTIAL SERVICE	5	\$227.00	\$227.00	\$1,135.00
1j	H38BS	ADD: SMARTZONE OPERATION	5	\$1,650.00	\$1,204.50	\$6,022.50
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	5	\$179.30	\$134.48	\$672.40
3	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	5	\$169.56	\$127.17	\$635.85
4	PMMN4069A	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	5	\$133.00	\$99.75	\$498.75
5	LSV00Q00202A	DEVICE PROGRAMMING	5	\$22.00	\$22.00	\$110.00
Product Services						
6	LSV01Q00387A	ASTRO TECHNICAL ASSISTANCE 1 travel day	1	\$125.00	\$125.00	\$125.00
7	Incentive	Multikey Discount Expiration Date: 06/30/2022	1	-\$1,204.50	-\$1,204.50	-\$1,204.50

**Grand Total** **\$39,187.90(USD)**

**Notes:**

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



Billing Address:  
 New Braunfels Utilities (NBU)  
 263 Main Plaza, New Braunfels,  
 TX  
 New Braunfels, TX 78130  
 US

Quote Date:01/27/2022  
 Expiration Date:05/27/2022  
 Quote Created By:  
 John Wells  
 Senior Account Manager  
 John.Wells@  
 motorolasolutions.com  
 (210) 391-4931  
  
 End Customer:  
 New Braunfels Utilities (NBU)  
 Kurt Knettel  
 kknettel@nbutexas.com

Texas DIR Contract (DIR-TSO-4101)

Payment terms:

100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98KGH9PW7BN	APX6000 VHF MHZ MODEL 3.5 PORTABLE	10	\$4,104.00	\$2,995.92	\$29,959.20
1a	H869BZ	ENH: MULTIKEY	10	\$363.00	\$264.99	\$2,649.90
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	10	\$6.00	\$4.38	\$43.80
1c	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	10	\$110.00	\$80.30	\$803.00
1d	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	10	\$28.00	\$20.44	\$204.40
1e	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	10	\$0.00	\$0.00	\$0.00
1f	Q361AR	ADD: P25 9600 BAUD TRUNKING	10	\$330.00	\$240.90	\$2,409.00
1g	QA00580AC	ADD: TDMA OPERATION	10	\$495.00	\$361.35	\$3,613.50
1h	H38BT	ADD: SMARTZONE OPERATION	10	\$1,320.00	\$963.60	\$9,636.00



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Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1i	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	10	\$567.00	\$413.91	\$4,139.10
1j	Q887AU	ADD: 5Y ESSENTIAL SERVICE	10	\$227.00	\$227.00	\$2,270.00
2	PMNN4485A	BATT IMPRES 2 LIION R IP68 2550T	10	\$160.60	\$120.45	\$1,204.50
3	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	10	\$169.56	\$127.17	\$1,271.70
4	PMMN4069A	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	6	\$133.00	\$99.75	\$598.50
5	LSV00Q00202A	DEVICE PROGRAMMING	10	\$22.00	\$22.00	\$220.00
Product Services						
6	LSV01Q00387A	ASTRO TECHNICAL ASSISTANCE One Travel Day	1	\$125.00	\$125.00	\$125.00
7	Incentive	Multikey Discount Expiration Date: 06/30/2022	1	-\$2,409.00	-\$2,409.00	-\$2,409.00

**Grand Total** **\$56,738.60(USD)**

**Notes:**

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



Billing Address:  
 New Braunfels Utilities (NBU)  
 263 Main Plaza, New Braunfels,  
 TX  
 New Braunfels, TX 78130  
 US

Quote Date:01/27/2022  
 Expiration Date:05/27/2022  
 Quote Created By:  
 John Wells  
 Senior Account Manager  
 John.Wells@  
 motorolasolutions.com  
 (210) 391-4931  
  
 End Customer:  
 New Braunfels Utilities (NBU)  
 Kurt Knettel  
 kknettel@nbutexas.com

Texas DIR Contract (DIR-TSO-4101)

Payment terms:  
 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced					
1	M22KSS9PW1BN	APX4500 ENHANCED VHF MOBILE	6	\$2,036.00	\$1,486.28	\$8,917.68
1a	GA00318AC	ENH: 5 YEAR ESSENTIAL SVC	6	\$271.00	\$271.00	\$1,626.00
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	6	\$6.00	\$4.38	\$26.28
1c	GA00580AA	ADD: TDMA OPERATION	6	\$495.00	\$361.35	\$2,168.10
1d	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	6	\$1,727.00	\$1,260.71	\$7,564.26
1e	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	6	\$0.00	\$0.00	\$0.00
1f	GA00804AA	ADD: APX O2 CH (GREY)	6	\$541.00	\$394.93	\$2,369.58
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	6	\$0.00	\$0.00	\$0.00



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Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1h	GA01767AG	ADD: RADIO AUTHENTICATION	6	\$110.00	\$80.30	\$481.80
1i	W22BA	ADD: STD PALM MICROPHONE APX	6	\$79.00	\$57.67	\$346.02
1j	W969BG	ADD: MULTIKEY OPERATION	6	\$363.00	\$264.99	\$1,589.94
1k	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	6	\$0.00	\$0.00	\$0.00
1l	W665BF	ADD: BASE STATION OP APX	6	\$77.00	\$56.21	\$337.26
1m	G91AF	ADD: CNTRL STATION PWR SUPPLY	6	\$296.00	\$216.08	\$1,296.48
1n	G66BF	ADD: DASH MOUNT O2 APXM	6	\$138.00	\$100.74	\$604.44
1o	G142AD	ADD: NO SPEAKER APX	6	\$0.00	\$0.00	\$0.00
1p	G89AC	ADD: NO RF ANTENNA NEEDED	6	\$0.00	\$0.00	\$0.00
2	LSV00Q00202A	DEVICE PROGRAMMING	6	\$22.00	\$22.00	\$132.00
Product Services						
3	LSV00Q00203A	DEVICE INSTALLATION install and replace console radios	1	\$2,500.00	\$2,500.00	\$2,500.00
4	LSV01Q00387A	ASTRO TECHNICAL ASSISTANCE 1 travel day	1	\$125.00	\$125.00	\$125.00
5	LSV00Q01073A	DEVICE MISCELLANEOUS DEVICE PARTS/EQUIPMENT APX Custom Cable	6	\$500.00	\$500.00	\$3,000.00
6	Incentive	Multikey Discount Expiration Date: 06/30/2022	1	-\$1,445.40	-\$1,445.40	-\$1,445.40

**Grand Total**
**\$31,639.44(USD)**
**Notes:**

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



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Billing Address:  
 New Braunfels Utilities (NBU)  
 263 Main Plaza, New Braunfels,  
 TX  
 New Braunfels, TX 78130  
 US

Quote Date:01/27/2022  
 Expiration Date:05/27/2022  
 Quote Created By:  
 John Wells  
 Senior Account Manager  
 John.Wells@  
 motorolasolutions.com  
 (210) 391-4931  
  
 End Customer:  
 New Braunfels Utilities (NBU)  
 Kurt Knettel  
 kknettel@nbutexas.com

Texas DIR Contract (DIR-TSO-4101)

Payment terms:  
 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced					
1	M22KSS9PW1BN	APX4500 ENHANCED VHF MOBILE	172	\$2,036.00	\$1,486.28	\$255,640.16
1a	GA00318AC	ENH: 5 YEAR ESSENTIAL SVC	172	\$271.00	\$271.00	\$46,612.00
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	172	\$6.00	\$4.38	\$753.36
1c	G299AE	ADD: 1/4 WAVE ROOF TOP 150.8-162	172	\$21.00	\$15.33	\$2,636.76
1d	GA00580AA	ADD: TDMA OPERATION	172	\$495.00	\$361.35	\$62,152.20
1e	G67DQ	ADD: REMOTE MOUNT O2 APXM	172	\$327.00	\$238.71	\$41,058.12
1f	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	172	\$1,727.00	\$1,260.71	\$216,842.12
1g	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	172	\$0.00	\$0.00	\$0.00



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Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1h	GA00804AA	ADD: APX O2 CH (GREY)	172	\$541.00	\$394.93	\$67,927.96
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	172	\$0.00	\$0.00	\$0.00
1j	GA01767AG	ADD: RADIO AUTHENTICATION	172	\$110.00	\$80.30	\$13,811.60
1k	W22BA	ADD: STD PALM MICROPHONE APX	172	\$79.00	\$57.67	\$9,919.24
1l	W969BG	ADD: MULTIKEY OPERATION	172	\$363.00	\$264.99	\$45,578.28
1m	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	172	\$0.00	\$0.00	\$0.00
1n	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	172	\$66.00	\$48.18	\$8,286.96
2	LSV00Q00202A	DEVICE PROGRAMMING	172	\$22.00	\$22.00	\$3,784.00
3	LSV00Q00203A	DEVICE INSTALLATION	172	\$350.00	\$350.00	\$60,200.00
Product Services						
4	LSV00Q00203A	DEVICE INSTALLATION outside speaker install	79	\$100.00	\$100.00	\$7,900.00
5	LSV01Q00387A	ASTRO TECHNICAL ASSISTANCE 1 travel day	1	\$125.00	\$125.00	\$125.00
6	Incentive	Multikey Discount Expiration Date: 06/30/2022	1	-\$45,578.28	-\$45,578.28	-\$45,578.28

**Grand Total** **\$797,649.48(USD)**

**Notes:**

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



## Purchase Order Checklist

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

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

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

Bill-To Address

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

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

PO Amount must be equal to or greater than Order Total

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

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

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

Billing Address:  
 New Braunfels Utilities (NBU)  
 263 Main Plaza, New Braunfels,  
 TX  
 New Braunfels, TX 78130  
 US

Quote Date:01/27/2022  
 Expiration Date:05/27/2022  
 Quote Created By:  
 John Wells  
 Senior Account Manager  
 John.Wells@  
 motorolasolutions.com  
 (210) 391-4931

End Customer:  
 New Braunfels Utilities (NBU)  
 Kurt Knettel  
 kknettel@nbutexas.com

Texas DIR Contract (DIR-TSO-4101)

Payment terms:

100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000				
1	H51KDF9PW6AN	APX 4000 VHF MHZ MODEL 2 PORTABLE	42	\$2,332.00	\$1,702.36	\$71,499.12
1a	QA01767AW	ADD: P25 LINK LAYER AUTHENTICATION	42	\$110.00	\$80.30	\$3,372.60
1b	QA01833AD	ADD: EXTREME NOISE REDUCTION	42	\$28.00	\$20.44	\$858.48
1c	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	42	\$6.00	\$4.38	\$183.96
1d	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	42	\$0.00	\$0.00	\$0.00
1e	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	42	\$1,727.00	\$1,260.71	\$52,949.82
1f	H869CE	ENH: MULTIKEY	42	\$363.00	\$264.99	\$11,129.58
1g	Q887AT	ADD: 5Y ESSENTIAL SERVICE	42	\$170.00	\$170.00	\$7,140.00



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Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1h	QA00580AF	ADD: TDMA OPERATION	42	\$495.00	\$361.35	\$15,176.70
1i	QA02749AA	ALT: IMPRES LI-ION 2350MAH (PMNN4424)	42	\$94.00	\$68.62	\$2,882.04
2	PMNN4424AR	BATT IMPRES LIION 2350T	42	\$141.75	\$106.31	\$4,465.02
3	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	42	\$82.08	\$61.56	\$2,585.52
4	PMMN4069A	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	28	\$133.00	\$99.75	\$2,793.00
5	LSV00Q00202A	DEVICE PROGRAMMING	42	\$22.00	\$22.00	\$924.00
Product Services						
6	LSV01Q00387A	ASTRO TECHNICAL ASSISTANCE 1 travel day	1	\$125.00	\$125.00	\$125.00
7	Incentive	Multikey Discount Expiration Date: 06/30/2022	1	-\$10,117.80	-\$10,117.80	-\$10,117.80

**Grand Total**
**\$165,967.04(USD)**
**Notes:**

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



Billing Address:  
 New Braunfels Utilities (NBU)  
 263 Main Plaza, New Braunfels,  
 TX  
 New Braunfels, TX 78130  
 US

Quote Date:01/27/2022  
 Expiration Date:05/27/2022  
 Quote Created By:  
 John Wells  
 Senior Account Manager  
 John.Wells@  
 motorolasolutions.com  
 (210) 391-4931

End Customer:  
 New Braunfels Utilities (NBU)  
 Kurt Knettel  
 kknettel@nbutexas.com

Contract: 22918 - TX DIR

## Summary:

Texas DIR Contract (DIR-TSO-4101)

### Payment terms:

100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	HSN4038A	SPEAKER,SPKR. 7.5 W REMOTE	8	\$65.34	\$47.70	\$381.60
2	NNTN8527A	CHR IMPR VEH ADAPT INT	8	\$1,663.20	\$1,214.14	\$9,713.12
3	NTN8940B	TRUNION KIT	8	\$59.40	\$43.36	\$346.88
4	HMN1090D	ACCESSORY KIT,MODIFIED STANDARD MOBILE MIC,GREY	8	\$81.00	\$59.13	\$473.04
5	HAD4008A	UNITY GAIN ANTENNA QUARTERWAVE VHF 150.8-162 - ROOF MOUNT	8	\$25.92	\$18.92	\$151.36
Product Services						
6	LSV01Q00387A	ASTRO TECHNICAL ASSISTANCE 1 travel day	1	\$125.00	\$125.00	\$125.00

**Grand Total**

**\$11,191.00(USD)**



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**Notes:**

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## Vendor

### Additional Terms and Conditions under Texas DIR-TSO-4101

between

**MOTOROLA SOLUTIONS,  
INCORPORATED**  
("Vendor" or "Motorola")  
500 W. Monroe St Fl 44  
Chicago, IL 60661

and

**New Braunfels Utilities**  
("Customer" or "NBU")  
263 Main Plaza  
New Braunfels, Texas 78130

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Vendor and Customer agree as follows. Effective as of the date of the last signature below (the "Effective Date"), this Texas Department of Information Resources ("DIR") Contract DIR-TSO-4101 ("DIR Contract") for cooperative purchases for specific services from Motorola is incorporated by reference into and made part of these Additional Terms and Conditions (the "Agreement"). The Agreement will govern the purchases and orders and each statement of work (SOW) that are provided to NBU from Vendor that are made during the term of DIR Contract with Vendor for Motorola products and related services. The Customer is an eligible purchaser of the offerings under the DIR Contract, which is publicly available on the DIR website at:

**<https://dir.texas.gov/contracts/dir-tso-4101>**

This Agreement shall become effective on the Effective Date and shall remain in effect for an initial term of one (1) year. The Agreement will automatically renew subject to the terms of the DIR Contract. The Vendor shall be paid a total not-to-exceed amount of \$1,102,373.96 for purchases under this Agreement.


Per the DIR Contract, Vendor will secure and maintain throughout the term of this Agreement at least the minimum insurance coverages specified in the DIR Contract. Promptly, upon execution of this Agreement and upon future request from NBU, Vendor shall provide proof of such insurance coverage by providing a Certificate of Insurance demonstrating compliance with the insurance coverages to NBU listed as additional insured. Vendor will provide an updated Certificate of Insurance to NBU prior to the expiration of each applicable policy.

In the event that data collected or obtained by the Vendor in connection with this Agreement is believed to have been compromised or in the event of a cybersecurity event or breach, the Vendor shall notify NBU immediately. Before NBU will allow Vendor access to the NBU network after a cybersecurity event or breach, Vendor shall provide NBU with: (1) an audit of the systems compromised to be completed by an independent firm unaffiliated with Vendor and (2) evidence that the Vendor's system is no longer a threat to the NBU network.

This Agreement and all of the rights and obligations of the parties shall be governed by and enforced under the laws of the State of Texas and the United States, as applicable. In the unlikely event any such situation may be necessary, the venue for any mediation and litigation under this Agreement shall be in Comal County, Texas. The parties agree to communicate and cooperate to resolve any concerns prior to starting any formal dispute resolution.

NBU and Vendor agree to reference the applicable current DIR Contract for quotations, purchase orders, and SOWs that are for offerings available from Vendor under the DIR Contract. The parties also agree to

cooperate to resolve any administrative issues for proper processing of orders and billing related to this Agreement. This Agreement is entered into on behalf of the parties by their below authorized representatives:

<b>Vendor:</b> <b>Motorola Solutions Inc.</b>
Signature: 
Name: Clay Cassard
Position: MSSSI Vice President & Director Sales
Date: 3/08/2022

<b>Customer:</b> <b>New Braunfels Utilities</b>
Signature:
Name:
Position:
Date: