

NR0UTE ENTERPRISES LLC
DEP FOR
MOTOROLA SOLUTIONS

B.H.
JUL 18 2020

IFB - POLICE RADIOS

BID OPENING 07/17/2020 @ 3:00 P.M.



MOTOROLA SOLUTIONS

CITY OF REPUBLIC

REPUBLIC POLICE DEPT ANIMAL CONTROL PORTABLE RADIOS AND ACCESSORIES

NROUTE

ENTERPRISES, LLC

**EMERGENCY VEHICLE OUTFITTERS
COMMERCIAL VAN INTERIORS**

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JULY 17, 2020

TRAN

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Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

July 17, 2020
Lt. Jamie Burks
Republic Police Department
540 Civic Boulevard Republic Mo 65738
417-732-3964
jburks@republicmo.com

Subject: Invitation for Bid Response

Dear Lt. Burks,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Republic Police Department with quality communications equipment, software, and services. Motorola's project team has taken great care to propose a solution to address your needs and provide exceptional value.

This proposal is subject to the enclosed responses, including all clarifications and exceptions, and the terms and conditions of the enclosed Communications Products Agreement. This offer remains valid for a period of ninety (90) days from the date of this letter. The City may accept this proposal by returning to Motorola a signed copy of the aforementioned Agreement.

As the industry's premier supplier of public safety solutions, Motorola possesses many unique capabilities to implement this project. Our state-of-the-art technology and successful deployment history allow us to provide effective solutions to your complex problems.

We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project. Questions or inquiries may be addressed to your Account Manager, Denise Gibbs, at 312-270-3935.

Sincerely,
MOTOROLA SOLUTIONS, INC.



Tony Kosiba
Area Sales Manager
Motorola Solutions, Inc. Phone: (402) 659-8848
Email: Tony.Kosiba@motorolasolutions.com

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SECTION 1

SYSTEM DESCRIPTION

With a rugged, easy-to-operate form factor and advanced voice and data features, Motorola Solutions' IP-enabled APX radios offer reliable, two-way communications for Republic Police Department's users in any type of environment. Every APX radio includes the following advanced software, hardware, and future-ready capabilities:

- Support for Project 25 (P25) and legacy infrastructures.
- Extreme audio profiles for chaotic, high-noise environments.
- Intuitive audio-visual signaling to increase personnel safety.
- Functions to enable easy operation.
- Easy radio programming.
- Rugged and robust testing standards.

When developing the APX platform, Motorola Solutions' product engineers met with personnel from public safety and law enforcement agencies to identify and design the specific functionality essential for mission-critical communications. Through that research and collaboration, every feature in the APX line has been designed with its users in mind—from the ruggedized form factor to the loudest, clearest audio.



Motorola Solutions' IP-enabled APX radios offer a full array of features and progressive technologies, and are the most sophisticated interoperable and rugged two-way radios on the market. Every APX radio includes the following advanced software, hardware, and future-ready features:

Support for Project 25 and Legacy Infrastructures

All APX radios are compatible with P25 Phase 1 and Phase 2 standards for analog and digital trunking, and support the P25 interoperability features from both Motorola Solutions and other manufacturers. They also operate on analog conventional, Project 25 conventional, and Project 25 trunking systems, as well as systems using

testing a new unit each time. This ensures that the radios perform to specification regardless of the amount and type of abuse they receive.

Emergency Call Termination

APX radios allow users to remotely clear an emergency status, keeping operations efficient by quickly dealing with accidental activation or the late clearing of emergencies. This allows Republic Police Department's users to stay focused on other critical tasks instead of getting distracted or interrupted with continued emergencies.

Data Modem Tethering over Wi-Fi

This feature allows Republic Police Department's APX radios to route data through an LTE modem, speeding up data transmissions and offloading data traffic from the network. Voice and data are carried faster over an LTE network, allowing users to experience a higher quality of service for daily operations. This feature is available to the APX 8500 mobile radio and all Wi-Fi capable portable radios.

APX Instant Recall

The Instant Recall feature allows Republic Police Department's users to replay their last received voice call, increasing system efficiency and reducing repeat transmissions. Calls containing detailed information (such as addresses, license plates, or phone numbers) will be stored on the APX device (up to 60 seconds) to be replayed whenever necessary.

Radio Inhibit Over ISSI 8000

Radio Inhibit Over ISSI 8000 helps mitigate the potential security risks of important communications falling into the wrong hands. This feature allows users to deactivate lost or stolen radios that have roamed outside Republic Police Department's system through the ISSI interface, giving greater control of user radios.

1.1 APX SERIES UNIQUE DIFFERENTIATORS AND UNIQUE VALUE

APX series radios are our fourth generation of digital two-way radios designed by and for first responders. The platform was launched in 2010 and has been recently refreshed in 2020 with platform enhancing capabilities and life-cycle extension. The APX series of radios lead the industry in terms of performance specifications for both radio coverage performance and audio quality. APX radios are fully compliant with the P25 standards of which Motorola Solutions was instrumental in helping to develop over the years. In addition, our radios are tested to the standard at the DHS-accredited P25 Compliance Lab located in Plantation, FL at the Motorola Solutions design center where APX radios are architected, designed, and tested.

It is important to note, however, that the P25 standards are a floor and not a ceiling in terms of defining the minimum requirement for compliance. While the P25 standard offers the great benefit of interoperable communications, it does not address standards for ruggedness, audio quality, ergonomics, safety features, and the overall value that a radio should provide to an end user and an agency. APX radios set the standard in ruggedness and durability with its nearly indestructible



radio, resulting in no “shut-down” times. GPS Outdoor Personnel Tracking enables each radio user’s location to be shared, resulting in more efficient task assignment and enhanced radio user safety. Mission Critical Wireless Bluetooth allows the radio to connect quickly and securely with remote speaker microphones, surveillance kits, and the LEX L10 Mission-Critical LTE Handheld for remote radio control. Off-the-shelf Bluetooth audio and data accessories are also supported on all APX 8000 radios.

- **Hear and be Heard More Clearly** – First responders and other critical personnel must be able to communicate and coordinate their actions even in chaotic, high-noise environments. An adaptive audio engine and ultra-loud speaker enable the radio to automatically adjust to consistently produce the loudest and clearest audio in any environment. Adaptive dual-sided operation uses beam-forming technology to allow the radio user to speak into either side of the radio. Adaptive noise suppression adjusts the audio algorithm to cancel out the background noise as it changes in the radio user’s environment. Adaptive speaker equalization automatically adjusts the 3 Watt loud speaker settings based on volume selection to optimize sound for the talker’s authenticity and speech intelligibility at low or high volumes. Adaptive Windporting engages a third microphone to cancel out wind noise.
- **Comfortable Design** – This compact, rugged, and secure radio has been made with the user’s comfort in mind. The familiar look and feel of the APX 8000 was modeled after Motorola Solutions’ award winning APX 6000 radio design, and enhanced with the RF band access of the APX 7000. A flexible all-band antenna bends easily while the radio user is moving around on the job, ensuring the antenna never gets in the way of doing their job.
- **Rugged, Robust, and Reliable Design Features** – The APX 8000 portable radio is ready for unpredictable environments by incorporating the most durable features to ensure radio functionality. Water-Tight Seal protects the radio’s interior from water intrusion, even if the outer housing is breached, with a shock- absorbing aluminum alloy endoskeleton. The IP 68 standard rating ensures that the APX 8000 can withstand 2 meters of water submersion for 2 hours. The Delta-T option can be added on to this radio to ensure it can withstand 2 meters of water submersion for 4 hours. Drop-Resistant Dual Battery Latch protects the radio from resetting, powering off, or ejecting the battery upon impact from being dropped. Tempered Glass Display protects the radio’s color display user interface from scratches, impact, and pressure.
- **Secure Communications** – The APX 8000 is designed to secure and protect voice and data information from unwanted intruders. Multiple Hardware Encryption Algorithms (ex: AES, DES, ADP with up to 128 keys) ensure that sensitive information stays protected from scanners and eavesdroppers. Over-the-Air Re-Keying (OTAR) offers the ability to efficiently rekey and update encryption keys of fielded radios over time. P25 Radio Authentication ensures that only valid users can access the system and all sensitive information. Two-Factor Authentication allows users to securely log in to query databases.

With multi-mode access to all four major P25 bands, APX 8000 series radios know no limits when it comes to interoperability. You can work seamlessly with virtually any agency on any P25 system—and all from a single radio. Stay connected further with the high-power configuration of the APX 8500 mobile. And if that isn’t enough – APX 8000 series radios can reroute your P25 communication over available broadband networks and keep you connected when outside of P25 coverage. Whether you’re frantically yelling for backup or quietly whispering for assistance, you



1.3 APX 4000 PORTABLE RADIOS

The APX 4000 delivers all the benefits of P25 technology in the smallest P25 Phase 2 portable in the industry. Easy to use, tough as nails, and a hard value to beat for public safety first responders for fast, interoperable communications. Durable enough to withstand dust, heat, shock, and submersion, the APX 4000 is IP67 and MIL- STD certified. It's packed with key features to help keep users safe, like mission-critical wireless, two-microphone noise suppression, GPS outdoor location, and AES encryption.



Motorola Solutions' APX 4000 is the smallest and lightest P25 Phase 2 TDMA capable portable radio in the industry, created specifically for personnel responding to natural disasters or public safety issues. It provides users with a feature-rich portable radio with a unique form factor in a compact and rugged design.

Designed to accommodate rugged and extreme environments, the APX 4000 has enhanced safety features in a simplified, compact design. Some of its standard features and benefits are identified below:

- ◆ **Improved Efficiency and Safety** – Supports Integrated Voice and Data (IV&D) capabilities to enhance the efficiency and safety of Republic Police Department's users through various data applications (Over-the-Air Programming (POP25), Text Messaging).
- ◆ **Excellent Audio Qualities** – Coordination and communication efforts are intelligible in high-noise environments due to high-spec RF performance capabilities. Dual-sided two-microphone noise-canceling technology ensures clear audio. An AMBE digital voice vocoder provides unmatched speed and voice quality, while reducing costs by requiring less data, memory and power consumption.
- ◆ **Rugged Housing and Internal Components** – Rugged-design features include submersible IP67 standards with the option to upgrade to a rugged housing (2 meters, 2 hours). This feature ensures radio functionality even when immersed in water; Meets all applicable MIL-STD-810C, D, E, F and G standards for withstanding dust, heat, shock, and drops, making it the most reliable portable radio in any situation.

You need P25 technology and you need the legendary reliability and performance of an APX radio, but you may not need all the features of a high tier radio. The APX 4000 radios seamlessly connect agencies and departments throughout your city for fast, interoperable communications. Built on a rugged, reliable platform, the APX 4000 is engineered to survive in the real world, with a screen made from tough Gorilla Glass. Equipped with dual microphones, noise cancellation and powerful audio processing the APX 4000 delivers great audio in noisy conditions. But we know it's not just about the audio and reliability, which is why we also included advanced features - like hardware-based encryption, Mission-Critical Bluetooth, GPS location-tracking and IMPRES smart battery support.

SECTION 2

EQUIPMENT LIST

Item Number	Description	Unit Price	Extended Price	Qty
APX™ 8000 Series	APX8000	\$4,796.80	\$28,780.80	6
Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)			6
H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5			6
QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA*			6
Q806CB	ADD: ASTRO DIGITAL CAI OPERATION			6
Q361AN	ADD: P25 9600 BAUD TRUNKING			6
Q58AL	ADD: 3Y ESSENTIAL SERVICE			6
QA05509AA	DEL: DELETE UHF BAND			6
QA09001AB	ADD: WIFI CAPABILITY			6
H38BS	ADD: SMARTZONE OPERATION			6
PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	\$97.80	\$586.80	6
NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$99.00	\$594.00	6
PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	\$45.60	\$1,048.80	23
APX™ 4000 Series	APX4000	\$2,212.80	\$50,894.40	23
Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)			23
H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORT			23
QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA*			23
QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM			23
H885BK	ADD: 3Y ESSENTIAL SERVICE			23
NNTN8128BR	BATT IMPRES LIION 2000T	\$70.20	\$1,614.60	23
PMMN4099CL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	\$79.20	\$2,296.80	29
Grand Total: \$85,816.20				



- Six (6) radios and accessories should be P25 dual band 7/800 and VHF radio, GPS outdoor location and AES encryption capable. These six radios must be able to operate on all of the Missouri Statewide Interoperability Network (MOSWIN) compatible.

MOTOROLA SOLUTIONS RESPONSE

Motorola acknowledges and we have complied to this requirement.

- Multikey for interoperability purposes.

MOTOROLA SOLUTIONS RESPONSE

Motorola acknowledges and radios are capable of multikey.

- Radios must have the ability to do Location over GPS on Push-to-Talk and display in existing PremierOne Mobile and CAD clients,

MOTOROLA SOLUTIONS RESPONSE

Motorola acknowledges and radios are capable of GPS and location on Push-to-Talk.

- All twenty-nine radios must be Public Safety grade and have the following minimum features and functions:
 - Radios quoted must be FIPS 140-2 Level 3 Secure
 - Radios quoted must be capable of Over the Air Programming/Over the Air Rekeying
 - Black in color.
 - Audio accessory; shoulder speaker mic (shoulder mic)
 - Two (batteries)
 - Desktop Charger
 - Antenna
 - Belt clip
 - Minimum of three (3) year warranty
 - Rotary on/off/volume control knob (handheld radios)
 - Alphanumeric display with a minimum of eight (8) characters
 - Minimum three channel banks with sixteen channels in each bank
 - Push to Talk (PTT) button
 - Back lighting of display
 - Emergency operation with activation button on the radio
 - Proposed radio shall operate 700/800MHz frequency band



SECTION 3

FORMS

The following forms have been completed by Motorola and included in the proposal:

- Attachment A – Bid Submission Form



ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Bid Form	Price
<p>Base Bid</p>	<ul style="list-style-type: none"> Please refer to the quantities, accessories, and specifications in the attached Bid Specifications. <p>Please note any of the following:</p> <ul style="list-style-type: none"> Any other requests or responsibilities of the City of Republic for this project. <p>*Please see equipment list in Section 2 for unit price and extended price</p>	<p><u>\$ 85,816.20</u></p>

In compliance with this Invitation for Bid and to all terms, conditions, and specifications imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein.

<p>City of Republic – Police Radios</p> <p>213 N Main St., Republic, MO 65738</p>	<p>Company Legal Name: Motorola Solutions, Inc.</p> <p>Address: 500 W Monroe Street, Ste 4400 Chicago, IL 60661-3781</p>
<p>Telephone: 402 659 8848</p>	<p><i>Tony Kosiba</i></p>
<p>Facsimile:</p>	<p>Signed Dated 10-JUL-20</p>
<p>E-mail: tony.kosiba@motorolasolutions.com</p>	
<p>Cellular:</p>	<p>Printed Title AREA SALES MANAGER</p>
	<p>Bidders Federal ID Number: 361115800</p>

To be submitted with Vendor's Bid (MUST BE COMPLETED)

We DO NOT take exception to the IFB Documents/Requirements.

We TAKE exception to the IFB Documents/Requirements as follows (MUST SPECIFY EXCEPTIONS):

CITY OF REPUBLIC STATEMENT OF "NO BID" * ADDENDA

Bidder acknowledges receipt of the following addendum:

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

Addendum No. ____

Addendum No. ____

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB * FOR DESCRIPTION FOR THE FOLLOWING REASON(S):

Addendum No. ____

____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).

Addendum No. ____

Addendum No. ____

____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

Print Email tony.kusiba@motorol-solutions.com

Print Federal Tax ID No. 361115800

SECTION 4

CONTRACTUAL DOCUMENTATION

Motorola's clarifications and communications products agreement are attached in the following pages.



City of Republic, MO ("City")
Invitation for Bid ("IFB")
Republic Police Department and Animal Control
Portable Radios and Accessories
Bid Designation: Public

Radio and Accessory Purchase - CLARIFICATIONS

Motorola Solutions is offering portable radios and accessories ("Equipment") as a capital expenditure purchase / sale of goods and related software licensing. For the Equipment offering, Motorola Solutions proposes the terms and conditions of the Communications Products Agreement ("CPA"), along with the clarifications in the table below applicable to the Equipment sale in response to the IFB.

Section/ Subsection #	[Section Name]
	<u>Instruction to Bidders</u>
Section 10	<p>Motorola Solutions acknowledges the right of the City to investigate the ability of Motorola Solutions to deliver the goods requested, however, it proposes to clarify the scope of review to (1) allow commercially reasonable notice to Motorola Solutions in the event of a City inspection; (2) include only directly pertinent books and records for the purpose of verifying performance in accordance with the terms of the contract; (3) provide for a procedure for City to conduct examination of records; and (4) preserve the right to protect its cost and pricing data, which is proprietary and confidential to Motorola Solutions. Motorola Solutions proposes to modify the language in Section 10 (The Right to Audit) as follows:</p> <p>10. The Right to Audit: The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. <u><i>The City shall have the right to inspect Motorola's books and records that are pertinent for the purpose of verifying performance in accordance with the terms of the Contract. After the City provides thirty (30) days written notice, the City may send a representative to a Motorola facility during normal business hours to conduct such review, or at the City's request, Motorola shall provide copies of the specific documents to the City's location for review. Motorola's books and records provided to the City pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the expressed written consent of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola business operations, nor will Motorola be required to disclose any information, including, but not limited to product cost data, which Motorola considers confidential or proprietary to Motorola.</i></u></p> <p>a. The cost of any audit will be paid by the City.</p> <p>b. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.</p>
Section 16	<p>Motorola Solutions proposes to clarify the liability and indemnity provision to (1) apply mutually; exclude violations of Motorola Solutions' intellectual property rights from the City's total cap on liability; and (3) bind risk and provide more favorable pricing to the City. Motorola Solutions proposes to modify Section 16 (Liability and Indemnity) as follows:</p> <p>16. Liability and Indemnity:</p> <p>a. In no event shall the City be liable for special, indirect, liquidated, incidental, or consequential</p>

awarded against the City by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

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

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with the City's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by the City to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to the City extend in any way to royalties payable on a per use basis or the City's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from the City from sales or license of the infringing Motorola Product.

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

Section 38

Motorola Solutions proposes to clarify the termination for non-appropriation provision to allow for (1) payment for goods received up to the point of termination and (2) commercially reasonable notice given to Motorola Solutions in the event of non-appropriation of funds. Motorola Solutions proposes to modify Section 38 (Budgetary Constraints) as follows:

38. Budgetary Constraints: The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds. If, however, the funds appropriated in any fiscal period are insufficient for any payment by the City due hereunder, the contract will terminate on the last day of the period for which appropriations were received. Such termination will be without penalty or expense to the City. The City shall give written notice to Motorola Solutions of insufficient funding as soon as practicable after the City becomes aware of such insufficiency.

Additional Terms and Conditions

Motorola Solutions respectfully proposes the terms and conditions of the Communications Products Agreement, attached hereto and incorporated herein as Exhibit A ("CPA"), with the foregoing clarifications provided in the IFB.

Exhibit A

COMMUNICATIONS PRODUCTS AGREEMENT

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1 EXHIBITS. The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A Motorola "Software License Agreement"
Exhibit B Motorola Proposal/Quote dated _____

1.2. Customer may elect to purchase professional or subscription services in addition to the Products and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addendums will be labeled with the name of the service being purchased.

1.3 In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through B will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

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

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

"Contract Price" means the price for the Products, excluding applicable sales or similar taxes and freight charges.

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

"Equipment" means the equipment listed in the List of Products that Customer purchases from Motorola under this Agreement.

3.5. MAINTENANCE SERVICE. This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

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

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

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

Section 4 PERFORMANCE SCHEDULE

If this Agreement includes the performance of services, the statement of work will describe the performance schedule.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. CONTRACT PRICE. The Contract Price in U.S. dollars is \$_____.

5.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer for Products when they are shipped and for services when they are performed. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800

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

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

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

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

Section 9 DELAYS

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

Section 10 DISPUTES

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

10.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the Products are delivered.

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

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

10.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the State in which the Products are delivered. Each Party irrevocably agrees to submit to

12.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.2.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

14.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this agreement. All deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain

affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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

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

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

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

15.7 ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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

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

15.10 AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in

EXHIBIT A
MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the Town of _____ ("Licensee").

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

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

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

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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

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

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

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

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

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

Exhibit B

Motorola Proposal dated 07/17/2020