



CITY OF ROCKVILLE RIDER CONTRACT

This **CITY OF ROCKVILLE, MARYLAND RIDER CONTRACT** (this “**Rider Contract**”) is, made this ____ day of _____, 2025 (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND**, a body politic and municipal corporation of the State of Maryland (the “**Mayor and Council**” or “**City**”), acting through its City Manager, and **Motorola Solutions, Inc.**, a Delaware Corporation having its local business address at 809 Pinnacle Drive, Suite G, Linthicum Heights, Maryland, 21090 (the “**Contractor**” or “**Motorola**”). Individually, the Mayor and Council and Contractor may each be referred to hereinafter as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

1. The Metropolitan Washington Council of Governments (“**MCOG**”) issued Request for Proposal 21-001 (“**MCOG RFP**”) for subscriber radios (“**Radios**”) for public safety and emergency services for entities that participate in MCOG.
2. The City of Rockville is a participating entity in MCOG.
3. On October 2, 2020, Contractor submitted its responsive proposal to the MCOG RFP.
4. On May 19, 2021, MCOG and Contractor entered into a contract (“**MCOG Contract**”) to provide the Radios at the price and terms agreed to in the MCOG Contract. The MCOG Contract is attached as “**Attachment A**”.
5. The term of the MCOG Contract is from May 19, 2021, through May 18, 2024. The period of Performance commenced as of the execution of the contract (May 19, 2021) and ran for an initial term of 3 years, with two additional options to renew for three (3) additional years each. The first 3-year extension (Amendment 6) was executed on April 2, 2024 and valid till April 1, 2027.
6. Because the City has determined that the City needs precisely the Radios which have been provided by Contractor to MCOG, the City Manager has approved entering into this Rider Contract to obtain these services at the price provided to MCOG under substantially the same terms as provided to MCOG.
7. Pursuant to Rockville City Code Sec. 17-71(b), the Mayor and Council is authorized to “contract with any contractor who offers . . . services . . . on the same terms as provided other

state or local governments or agencies thereof who have arrived at those terms through a competitive procurement procedure similar to the procedure used by the City.”

8. The Contractor has agreed to provide the Mayor and Council Radios to be used by the Rockville City Police at the price contained in the MCOG Contract.
9. The Parties agree that the terms and conditions set forth in the MCOG Contract have been incorporated herein except to the extent expressly modified herein. All modifications to the MCOG Contract have been summarized in this Rider Contract. Where the terms of this Rider Contract vary from the terms and conditions of the MCOG Contract, the terms and conditions of this Rider Contract shall prevail.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the covenants, warranties and Contracts of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

TERMS OF CONTRACT

I. INCORPORATION OF RECITALS

The foregoing recitals above are an integral part of this Rider Contract and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Rider Contract. Accordingly, the foregoing recitals above are fully incorporated into this Rider Contract by this reference as if fully set forth herein.

II. Notwithstanding the requirements that the MCOG Contract is fully binding on the Parties; the Parties have agreed to modify certain provisions of the MCOG Contract as applied to the Mayor and Council. Changes are made to the following areas of the MCOG Contract:

- A. All references in the MCOG Contract to “Metropolitan Washington Council of Governments” and “COG” have been revised to refer to the Mayor and Council, the City of Rockville, and the City of Rockville’s Police Department (“**RPD**”), or the City of Rockville’s Purchasing Agent (“**Purchasing Agent**”), as appropriate for the context.
- B. Mayor and Council has authorized a not to exceed amount of \$1,129,061.80 with the term of this Rider Contract beginning from the Effective Date through the end of the first renewal period for the MCOG Contract. Payment shall be invoiced and paid as set forth in the Additional Provisions below.
- C. The schedule of performance for this Rider Contract is as follows:
 - a) This is a contract for purchase of replacement and portable mobile radios.

- b) Deliverables per Motorola Quote No. 2550309 (85 new portable radio units and 80 new mobile radio units).
- c) All priced radios have a three-year warranty (identical to other subscribers provided to Montgomery County Police Department)

ADDITIONAL PROVISIONS

A. Term, Payment Terms and Conditions.

The term of this Rider Contract is from the Effective Date through the end of the first renewal period of the MCOG Contract.

Mayor and Council agree to pay the Contractor a sum not-to-exceed NTE \$1,129,061.80 pursuant to Terms of Contract Section II B above.

Mayor and Council expect all vendors to provide year over year cost reduction recommendations. Should any of the radio prices have cost efficiencies that can be implemented, Contractor agrees to implement such efficiencies and update these prices accordingly.

Price decreases are acceptable at any time, need not be verifiable, and are required should Contractor experience a decrease in costs associated with the execution of the contract.

Should the Contractor be able to offer additional discounts based on the quantity and scope of the order, Contractor shall offer those to the City.

The Contract Administrator shall make payment upon proper application by the Contractor for payment for the Radios.

The invoice, with the Purchase Order number referenced, shall be directed to:

City of Rockville, Police Department

Attn: Theresa Broad
tbroad@rockvillemd.gov

Contractor may choose to use the City's ACH Payment Process.

Contractor shall submit the invoice printed on Contractor letterhead, dated, and signed; each deliverable must be identified separately with the associated amount due. The invoices can be submitted via email. The Contract Administrator will verify the Radios were received from Contractor before authorizing payment.

The Mayor and Council will not pay in excess of the amounts approved. Contractor's submission of invoices exceeding these amounts will be rejected.

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the MCOG evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary. The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

B. Insurance.

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$2,000,000 General Aggregate \$3,000,000	City to be included as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$2,000,000	City to be included as additional insured and provided 30-day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5.		
6. Professional Liability	Each Claim /Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in the General Liability, Workers' Compensation, or Automobile Liability insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be included as an additional insured on the Contractor's Commercial Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be included as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville

(Contract #, title)

City Hall

111 Maryland Avenue

Rockville, MD 20850

- C. **Notices, Demands, and Communications Between the Parties.** Formal notices, demands, and communications between the Contractor and the Mayor and Council shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the Mayor and Council: City of Rockville
111 Maryland Avenue

Rockville, Maryland 20850
Attention: Sara Taylor-Ferrell, City Clerk
Email: SFerrell@rockvillemd.gov
Telephone: (240) 314-8283

With a Copy to:

Robert E. Dawson, City Attorney
Email: RDawson@rockvillemd.gov
Telephone: (240) 314-8150

Jeff Mihelich, City Manager
Email: JMichelich@rockvillemd.gov
Telephone: (240) 314-8102

To the Contractor:

Jeremy Binner
Mid-Atlantic Territory VP
Motorola Solutions, Inc.
(985)634-8643
jbinner@motorolasolutions.com

With a Copy to:

Francisco A. Rodriguez
Legal Counsel NA - T3
Chief Administrative Office -Legal Department
Motorola Solutions, Inc.
O: +1.954.289.4899
M: +1.786.518.1559

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing.

- D. Interpretation.** The terms of this Rider Contract shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Rider Contract or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Rider Contract.
- E. Indemnification.** The Contractor shall indemnify the Mayor and Council in the same manner and to the same extent as is stated in Exhibit C: MCOG Standard Terms and Conditions; Section VIII.

- F. Sensitive Documents.** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:

<https://www.rockvillemd.gov/DocumentCenter/View/36407/IT-ACCESS-CONFIDENTIALITY-POLICY?bidId=>

- G. Non-Liability of Officials, Employees and Agents.** No member, official, employee or agent of the Mayor and Council shall be personally liable to the Contractor in the event of any default or breach by the Mayor and Council or for any amount which may become due to the Contractor or its successors or assigns or on any obligation under the terms of this Rider Contract.
- H. No Waiver of Sovereign Immunity by Mayor and Council.** Notwithstanding any other provisions of this Rider Contract to the contrary, nothing in this Rider Contract nor any action taken by the Mayor and Council pursuant to this Rider Contract nor any document which arises out of this Rider Contract shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Mayor and Council and its appointed officials, officers and employees.
- I. No Third-Party Beneficiaries.** No provision of this Rider Contract shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.
- J. Equal Opportunity Employment.** Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment

with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts with the Mayor and Council. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

- K. Severability.** If any term, provision, covenant, or condition of this Rider Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Rider Contract shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Rider Contract. In the event that all or any portion of this Rider Contract is found to be unenforceable, this Rider Contract or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Rider Contract or that portion which is found to be unenforceable.
- L. Authority of the City Manager in Disputes.** Any dispute concerning a question of fact arising under the Contract signed by the City and the Contractor which is not disposed of by this Contract shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the Contract. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.
- M. Governing Law.** This Rider Contract shall be construed in accordance with and governed by the laws of the State of Maryland. The exclusive venue for litigation shall be Montgomery County. If the Parties are not able to resolve disputes directly

with each other, the Parties may, prior to litigation, attempt to resolve any disputes that arise out of this Rider Contract through mediation before a mutually acceptable mediator.

- N. Entire Contract, Waivers and Amendments.** This Rider Contract integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous Contracts between the Parties. All waivers of the provisions of this Rider Contract must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties.
- O. Language Construction.** The language of each and all paragraphs, terms and/or provisions of this Rider Contract, shall in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any Party and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Rider Contract.
- P. Time of the Essence.** Time is of the essence in the performance of this Rider Contract.
- Q. Counterparts.** This Rider Contract may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

[Signatures and acknowledgments appear on the following pages]

IN WITNESS WHEREOF, the Parties have each executed, or caused to be duly executed, this Rider Contract in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first written above.

MAYOR AND COUNCIL

Approved as to form:

**THE MAYOR AND COUNCIL OF
ROCKVILLE**, a body corporate and municipal
corporation of the State of Maryland

Robert E. Dawson, City Attorney

By: _____
Jeff Mihelich, City Manager

CONTRACTOR

MOTOROLA SOLUTIONS, INC.

a Delaware corporation

By: _____

SIXTH AMENDMENT TO CONTRACT #21-069 BETWEEN
THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS AND
MOTOROLA SOLUTIONS, INC.

THIS SIXTH AMENDMENT is entered into effective the 1st of April, 2024, by and between the METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS ("COG") and MOTOROLA SOLUTIONS, INC. ("CONTRACTOR").

WITNESSETH:

WHEREAS, COG has entered into an agreement with the CONTRACTOR, dated May 19, 2021, to provide subscriber radio equipment and services ("Original Contract"); and

WHEREAS, the Original Contract is being amended for the sixth time; and

WHEREAS, COG and the CONTRACTOR have mutually agreed to add language to the contract;

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations contained herein and in the Original Contract, as amended, the parties do mutually agree as follows:


MODIFICATION 1. ARTICLE III – PERIOD OF PERFORMANCE

- A. The Period of Performance shall renew for three (3) additional years as of the execution of this Amendment, with an additional options to renew for three (3) additional years.**

All other terms and conditions shown in the Original Contract, as amended, shall remain the same.

THE PARTIES, hereto, have executed this Sixth Amendment to the Original Contract, as of the month, day and year first above written.

METROPOLITAN WASHINGTON
COUNCIL OF GOVERNMENTS

By: 
Clark Mercer (Apr 2, 2024 16:10 EDT)

Title: Executive Director

Date: Apr 2, 2024

MOTOROLA SOLUTIONS, INC.

By: 

Title: MSSSI Territory Vice President

Date: April 2, 2024






For Execution: Contract 21-069 - Sixth Amendment (Extension)

Final Audit Report

2024-04-02

Created:	2024-04-02
By:	Christopher Pipinou (cpipinou@mwkog.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAko_nR5NyAmr7IPS6wzgmPS1hkSBd1QkO

"For Execution: Contract 21-069 - Sixth Amendment (Extension)" History

-  Document created by Christopher Pipinou (cpipinou@mwkog.org)
2024-04-02 - 7:48:23 PM GMT- IP address: 63.239.15.2
-  Document emailed to Clark Mercer (cmercerc@mwkog.org) for signature
2024-04-02 - 7:48:50 PM GMT
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-  Document e-signed by Clark Mercer (cmercerc@mwkog.org)
Signature Date: 2024-04-02 - 8:10:17 PM GMT - Time Source: server- IP address: 63.239.15.2
-  Agreement completed.
2024-04-02 - 8:10:17 PM GMT

**FIFTH AMENDMENT TO CONTRACT #21-069 BETWEEN
THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS AND
MOTOROLA SOLUTIONS, INC.**

THIS FIFTH AMENDMENT is entered into effective the 28th of April, 2022, by and between the METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS ("COG") and MOTOROLA SOLUTIONS, INC. ("CONTRACTOR").

WITNESSETH:

WHEREAS, COG has entered into an agreement with the CONTRACTOR, dated May 19, 2021, to provide subscriber radio equipment and services ("Original Contract"); and

WHEREAS, the Original Contract is being amended for the fifth time; and

WHEREAS, COG and the CONTRACTOR have mutually agreed to add language to the contract;

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations contained herein and in the Original Contract, as amended, the parties do mutually agree as follows:

MODIFICATION 1. Exhibit B – Section 1.2.2 MWCOC APC Discounts

Add to the MCWCOG APC Discounts the Motorola offerings that are currently not listed in the MWCOC contract, CONTRACTOR is offering a discount% by APC number for all its catalog offerings:

MWCOC APC DISCOUNTS

APC	Category	Description	Discount
INFRASTRUCTURE			
112	Infrastructure	Mototrbo High Tier Repeater	15%
214	Infrastructure	Mototrbo Mid Tier Repeater	15%
222	Infrastructure	Mototrbo Low Tier Repeater	15%
SERVICES-SOFTWARE-LICENSES			
9976	Software/Application	RAVE Delivery Service	0%
9975	Software/Application	RAVE SaaS	0%
7035	Software/Application	RAVE WWPC for APC 9975	0%

This Pricing Exhibit may be subject to special promotions and trade-in offerings. Any applicable promotions will identify the promotion timelines and whether the promotion is in addition to the exhibit discount pricing. Some products may require additional terms, conditions or license agreement based on the product or service purchased. Additional terms will be provided at purchase. Discounts are not applicable to unreleased hardware, software, services and subscriptions at time of publication of this Exhibit.

All other terms and conditions shown in the Original Contract, as amended, shall remain the same.

THE PARTIES, hereto, have executed this Second Amendment to the Original Contract, as of the month, day and year first above written.

METROPOLITAN WASHINGTON
COUNCIL OF GOVERNMENTS

By: Clark Mercer

Title: ED

Date: May 23, 2023

MOTOROLA SOLUTIONS, INC.

By: Michael Leonard

Title: Michael Leonard, MSSSI TVP

Date: April 28, 2023






21-069 Amendment 5 Motorola Contract

Final Audit Report

2023-05-23

Created:	2023-05-22
By:	Rick Konrad (rkonrad@mwkog.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwRa0qjrYt0ZSGphhdX_-3D6ylbmVaRCb

"21-069 Amendment 5 Motorola Contract" History

-  Document created by Rick Konrad (rkonrad@mwkog.org)
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-  Document e-signed by Clark Mercer (cmercerc@mwkog.org)
Signature Date: 2023-05-23 - 2:28:26 PM GMT - Time Source: server- IP address: 63.239.15.2
-  Agreement completed.
2023-05-23 - 2:28:26 PM GMT

**FOURTH AMENDMENT TO CONTRACT #21-069 BETWEEN
THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS AND
MOTOROLA SOLUTIONS, INC.**

THIS FOURTH AMENDMENT is entered into effective the 31st of October, 2022, by and between the METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS (“COG”) and MOTOROLA SOLUTIONS, INC. (“CONTRACTOR”).

WITNESSETH:

WHEREAS, COG has entered into an agreement with the CONTRACTOR, dated May 19, 2021, to provide subscriber radio equipment and services (“Original Contract”); and

WHEREAS, the Original Contract is being amended for the fourth time; and

WHEREAS, COG and the CONTRACTOR have mutually agreed to add language to the contract;

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations contained herein and in the Original Contract, as amended, the parties do mutually agree as follows:

MODIFICATION 1. Exhibit B – Section 1.2.2 MWCOG APC Discounts

The following CONTRACTOR offerings that are currently not listed in the Original Contract are added to the Original Contract.

CONTRACTOR is offering a discount percentage by APC number for all its catalog offerings as follows.

MWCOG APC DISCOUNTS

APC	Category	Description	Discount
NEXT GEN RADIOS / SUBSCRIBER ITEMS			
22	Portable Radios	APX N70 PORTABLE	25.00%
287	Portable Radios	APX N50 PORTABLE	25.00%
657	Portable Radios	APX N30 PORTABLE	25.00%
201	Subscribers	KVL II	10.00%
271	Subscriber Accessories & Equipment	Carry Cases	25.00%
332	Subscribers	Flashport Software	20.00%
414	Subscriber Accessories & Equipment	Visar Accessory	20.00%
430	Subscribers	Flashport SW Upgrade	20.00%
453	Subscriber Accessories & Equipment	CGISS Batteries	25.00%
462	Subscribers	KLV 3000	10.00%
536	Subscribers	APX Covert Portable	27.00%
635	Subscribers	Sierra Wireless Modems	5.00%
INFRASTRUCTURE			

APC	Category	Description	Discount
112	Infrastructure	G-Series HW	20.00%
214	Infrastructure	Moscad	10.00%
222	Infrastructure	PDG SW	15.00%
226	Infrastructure	Interoperability Solutions	15.00%
85	Infrastructure	Scada	15.00%
137	Infrastructure	KMF	5.00%
147	Infrastructure	IP Transport HW	10.00%
261	Infrastructure	Service Aids / Shop Supplies	5.00%
275	Infrastructure	MC-Edge	10.00%
342	Infrastructure	Alarm & Control System	10.00%
362	Infrastructure	RPG Low/Mid/High SRCD	20.00%
371	Infrastructure	Radio Subscription SW	0.00%
382	Infrastructure	NFM SW	10.00%
405	Infrastructure	K Core	15.00%
424	Infrastructure	Master Site ASTRO HW	15.00%
425	Infrastructure	L Core	15.00%
454	Infrastructure	RNSG Infra Sourced	15.00%
469	Infrastructure	NFM HW	10.00%
482	Infrastructure	PDR 8000	5.00%
499	Infrastructure	Moscad - M & ALR	10.00%
509	Infrastructure	ASTRO Station Misc	5.00%
512	Infrastructure	ASTRO Controller Misc	5.00%
524	Infrastructure	Motobridge	10.00%
537	Infrastructure	ASTRO Repeater Misc	5.00%
591	Infrastructure	Legacy Infra Data Paging	5.00%
595	Infrastructure	G-Series SW	20.00%
647	Infrastructure	Trunked Terminal SW	5.00%

APC	Category	Description	Discount
677	Infrastructure	D-Series HW	15.00%
680	Infrastructure	D-Series SW	15.00%
686	Infrastructure	Avtec Third Party Console	0.00%
729	Infrastructure	Conv Flash Software	17.00%
743	Infrastructure	ASTRO Receivers	15.00%
790	Infrastructure	LEX L11	10.00%
811	Infrastructure	Cirrus HW	0.00%
877	Infrastructure	Master Site ASTRO SW	20.00%
124	Consoles	Command Star & Desksets	15.00%
202	Consoles	IP Deskset	15.00%
229	Consoles	Console Accy	15.00%
244	Consoles	MCC 7500e	20.00%
322	Consoles	MCC 5500	15.00%
443	Consoles	MCC 7500	20.00%
504	Consoles	AXS Console	15.00%
735	Consoles	Avtec Product	10.00%
738	Consoles	Avtec Scoutcare	0.00%
754	Consoles	Console Peripherals	15.00%
207	Drop Ship	Site Equipment	10.00%
131	Drop Ship	Microwave	10.00%
183	Drop Ship	Distributed Antenna Systems	10.00%
262	Drop Ship	Towers	5.00%
329	Drop Ship	MSI Stnd Bldg	5.00%
351	Drop Ship	RF Antenna & TX Line	15.00%
392	Drop Ship	Drop Ship System Integration	0.00%
415	Drop Ship	Test Equipment	10.00%

APC	Category	Description	Discount
457	Drop Ship	RF Conditioning & Distribution	10.00%
515	Drop Ship	Services Led Drop Ship	10.00%
547	Drop Ship	EBTS Radios	10.00%
708	Drop Ship	Computers & Monitors	15.00%
856	Drop Ship	Motorola Alternative Building	10.00%
904	Drop Ship	Point to Multipoint	15.00%
906	Drop Ship	Time & Frequency Systems	15.00%
907	Drop Ship	Point to Point & Accessories	15.00%
908	Drop Ship	Dropship License Point to Point	15.00%
947	Drop Ship	Cambium Backhaul	15.00%
136	PCR	Minitor Products	15.00%
156	PCR	NITRO OPBB Equipment	0.00%
707	PCR	NITRO Managed Infra	0.00%
714	PCR	NITRO Data Service	0.00%
734	PCR	ION Portable	15.00%
SERVICES-SOFTWARE-LICENSES			
6	System Integration & Support Services	ASTRO Dispatch Support	0.00%
42	System Integration & Support Services	ASTRO SUA Upgrade Operations Support	0.00%
43	System Integration & Support Services	ASTRO SUA Field Service Support	0.00%
127	System Integration & Support Services	Motorola Shop Services	0.00%
128	System Integration & Support Services	Motorola Engineering Services	0.00%
135	System Integration & Support Services	Drop Ship Freight	0.00%
185	System Integration & Support Services	Motorola Subscriber Services	0.00%
208	System Integration & Support Services	Motorola Project Management Services	0.00%
231	System Integration & Support Services	Motorola Partner Maintenance Support	0.00%
290	System Integration & Support Services	Motorola Warranty Services	0.00%
298	System Integration & Support Services	ASTRO System Essential Support	0.00%

APC	Category	Description	Discount
306	System Integration & Support Services	Site Development Services	0.00%
348	System Integration & Support Services	ASTRO System Premier Support	0.00%
360	System Integration & Support Services	Cirrus Subscription	0.00%
373	System Integration & Support Services	ASTRO System Advanced Support	0.00%
390	System Integration & Support Services	ASTRO System Manager Support	0.00%
427	System Integration & Support Services	3rd Party Services	0.00%
431	System Integration & Support Services	Motorola Device Management Support - Essential	0.00%
519	System Integration & Support Services	ASTRO Security Monitoring	0.00%
560	System Integration & Support Services	ASTRO Remote SUS	0.00%
561	System Integration & Support Services	ASTRO Network Monitoring Support	0.00%
700	System Integration & Support Services	Motorola Device Management Support - Advanced	0.00%
701	System Integration & Support Services	Motorola Device Management Support - Premier	0.00%
712	System Integration & Support Services	APX Next/N Application Subscription	0.00%
724	System Integration & Support Services	Motorola APX Next/N Management Support - Advanced	0.00%
769	System Integration & Support Services	ASTRO Preventative Maintenance Support	0.00%
772	System Integration & Support Services	ASTRO Technical Support	0.00%
814	System Integration & Support Services	ASTRO Cybersecurity	0.00%
823	System Integration & Support Services	ASTRO SUA Hardware & Software Support	0.00%
847	System Integration & Support Services	Cyber Professional Services	0.00%
859	System Integration & Support Services	Cyber Managed Services	0.00%
882	System Integration & Support Services	ASTRO On-Site Support	0.00%
929	System Integration & Support Services	ASTRO Infrastructure Repair Support	0.00%
943	System Integration & Support Services	ASTRO SUA Training Service Support	0.00%
948	System Integration & Support Services	3rd Party Maintenance Support	0.00%
969	System Integration & Support Services	ASTRO SUS Patching	0.00%

APC	Category	Description	Discount
17	Software SI Delivery Services	PremierOne CAD Delivery Services	5.00%
30	Software SI Delivery Services	Flex CAD Delivery Services	0.00%
79	Software SI Delivery Services	Situational Awareness Delivery Services	0.00%
86	Software SI Delivery Services	Emergency Notification Delivery Services	5.00%
90	Software SI Delivery Services	PremierOne Records Delivery Services	5.00%
97	Software SI Delivery Services	Flex Records Delivery Services	0.00%
99	Software SI Delivery Services	Flex Jail Delivery Services	0.00%
141	Software SI Delivery Services	Digital Evidence Delivery Services	5.00%
168	Software SI Delivery Services	Kodiak Delivery Services	10.00%
327	Software SI Delivery Services	CAD Mobile Delivery Services	0.00%
331	Software SI Delivery Services	CAD Suite Deployment	0.00%
473	Software SI Delivery Services	Flex Delivery Services	0.00%
586	Software SI Delivery Services	CallWorks Delivery Services	0.00%
639	Software SI Delivery Services	Critical Connect Delivery Services	0.00%
20	Software Hardware, Software, License & Service	PSA 3rd Party HW & SW	0.00%
30	Software Hardware, Software, License & Service	Motorola Learning Experience Portal) (LXP) - Silver One-Time On Boarding	0.00%
80	Software Hardware, Software, License & Service	CommandCentral Aware Equipment	10.00%
118	Software Hardware, Software, License & Service	E911 Emergency Systems	0.00%
141	Software Hardware, Software, License & Service	SI Services for Vault and CC Evidence	0.00%
144	Software Hardware, Software, License & Service	SI Services for Analytics Plus	0.00%
149	Software Hardware, Software, License & Service	CommandCentral Inform	5.00%
232	Software Hardware, Software, License & Service	Moto Locator Hardware	0.00%

APC	Category	Description	Discount
232	Software Hardware, Software, License & Service	Moto Locator Software	10.00%
259	Software Hardware, Software, License & Service	Community Standard Annual Per Agency fee	5.00%
297	Software Hardware, Software, License & Service	Records Mgt SW	5.00%
330	Software Hardware, Software, License & Service	Corrections Mgt SW	5.00%
333	Software Hardware, Software, License & Service	Premier CAD SW	10.00%
353	Software Hardware, Software, License & Service	Notification Solutions Product	0.00%
367	Software Hardware, Software, License & Service	Flex CAD MSI SW Licenses	10.00%
383	Software Hardware, Software, License & Service	Emergency Notification MSI Sw Licenses	5.00%
385	Software Hardware, Software, License & Service	Flex Records MSI SW Licenses	10.00%
389	Software Hardware, Software, License & Service	Flex Jail MSI SW Licenses	10.00%
416	Software Hardware, Software, License & Service	Critical Connect MSI SW Licenses	0.00%
445	Software Hardware, Software, License & Service	Flex CAD 3rd Party HW & SW	0.00%
451	Software Hardware, Software, License & Service	Emergency Notification 3rd Party HW & SW	0.00%
459	Software Hardware, Software, License & Service	PremierOne Records 3rd Party HW & SW	5.00%
467	Software Hardware, Software, License & Service	Flex Records 3rd Party HW & SW	0.00%
468	Software Hardware, Software, License & Service	Flex Jail 3rd Party HW & SW	0.00%
472	Software Hardware, Software, License & Service	Flex Equipment	10.00%
492	Software Hardware, Software, License & Service	Light Server	0.00%

APC	Category	Description	Discount
498	Software Hardware, Software, License & Service	Virtual Partner SW	10.00%
510	Software Hardware, Software, License & Service	Critical Connect 3rd Party HW & SW	0.00%
513	Software Hardware, Software, License & Service	PremierOne CAD MSI SW Licenses	10.00%
516	Software Hardware, Software, License & Service	PremierOne Records MSI SW Licenses	0.00%
517	Software Hardware, Software, License & Service	CallWorks MSI SW Licenses	0.00%
545	Software Hardware, Software, License & Service	Kodiak MSI SW Licenses	10.00%
568	Software Hardware, Software, License & Service	PremierOne CAD 3rd Party HW & SW	0.00%
572	Software Hardware, Software, License & Service	CommandCentral Aware Workstation - HP Z6G4T X6136 with 5 year Carepack	0.00%
578	Software Hardware, Software, License & Service	CallWorks 3rd Party HW & SW	0.00%
580	Software Hardware, Software, License & Service	Wave Tactical 3rd Party HW & SW	0.00%
583	Software Hardware, Software, License & Service	Wave OnCloud 3rd Party HW & SW	0.00%
584	Software Hardware, Software, License & Service	Kodiak 3rd Party HW & SW	0.00%
608	Software Hardware, Software, License & Service	Net RMS SW	10.00%
642	Software Hardware, Software, License & Service	Wave OnCloud MSI HW	0.00%
660	Software Hardware, Software, License & Service	UPTT ASTRO Gateway & Server	10.00%
670	Software Hardware, Software, License & Service	Asset Management Service	0.00%
789	Software Hardware, Software, License & Service	Flex SW	10.00%
842	Software Hardware, Software, License & Service	Public SVC SW License	0.00%

APC	Category	Description	Discount
892	Software Hardware, Software, License & Service	UPTT ASTRO Licenses	10.00%
32	Software Recurring Services	CommandCentral Vault	10.00%
138	Software Recurring Services	CommandCentral Anal/Pred/Tip	0.00%
173	Software Recurring Services	Flex CAD Support Services	5.00%
184	Software Recurring Services	Situational Awareness Support Services	10.00%
194	Software Recurring Services	Emergency Notification Support Services	0.00%
196	Software Recurring Services	Flex Records Support Services	5.00%
197	Software Recurring Services	Flex Jail Support Services	5.00%
217	Software Recurring Services	LMS 3rd Party Services	0.00%
220	Software Recurring Services	Critical Connect Support Services	0.00%
223	Software Recurring Services	Kodiak Support Services	0.00%
227	Software Recurring Services	PremierOne CAD Managed Services	5.00%
235	Software Recurring Services	Emergency Notification Managed Services	0.00%
236	Software Recurring Services	PremierOne Records Managed Services	0.00%
241	Software Recurring Services	CallWorks Managed Services	0.00%
252	Software Recurring Services	PremierOne CAD SaaS	0.00%
253	Software Recurring Services	Flex CAD SaaS	0.00%
255	Software Recurring Services	Emergency Notification SaaS	0.00%
258	Software Recurring Services	CommandCentral Analytics SaaS	0.00%
263	Software Recurring Services	Cloud Connect Services SaaS	0.00%
267	Software Recurring Services	PremierOne CAD 3rd Party Services	5.00%
268	Software Recurring Services	Flex CAD 3rd Party Services	5.00%
283	Software Recurring Services	Emergency Notification 3rd Party Services	0.00%
289	Software Recurring Services	PremierOne Records 3rd Party Services	0.00%
296	Software Recurring Services	Flex Records 3rd Party Services	5.00%
311	Software Recurring Services	Flex Jail 3rd Party Services	5.00%

APC	Category	Description	Discount
314	Software Recurring Services	Emergency Call Handling SaaS	0.00%
315	Software Recurring Services	PremierOne Records SaaS	0.00%
321	Software Recurring Services	CallWorks 3rd Party Services	0.00%
336	Software Recurring Services	PremierOne Mobile Managed Services	0.00%
337	Software Recurring Services	Critical Connect 3rd Party Services	0.00%
338	Software Recurring Services	Kodiak 3rd Party Services	0.00%
413	Software Recurring Services	PremierOne Mobile SaaS	0.00%
588	Software Recurring Services	PremierOne CAD Support Services	5.00%
589	Software Recurring Services	PremierOne Records Support Services	0.00%
592	Software Recurring Services	CallWorks Support Services	0.00%
600	Software Recurring Services	CommandCentral Connections	10.00%
601	Software Recurring Services	Wave Tactical Support Services	0.00%
605	Software Recurring Services	Wave Tactical Managed Services	0.00%
609	Software Recurring Services	Kodiak Managed Services	0.00%
612	Software Recurring Services	Situational Awareness SaaS	0.00%
616	Software Recurring Services	CC Digital Evidence SaaS	0.00%
625	Software Recurring Services	CallWorks SaaS	0.00%
629	Software Recurring Services	Wave OnCloud SaaS	0.00%
630	Software Recurring Services	Kodiak SaaS	0.00%
634	Software Recurring Services	Situational Awareness 3rd Party Services	10.00%
702	Software Recurring Services	PremierOne CAD Maintenance	5.00%
797	Software Recurring Services	Flex CAD Support Services	0.00%
802	Software Recurring Services	Critical Connect SaaS	0.00%
850	Software Recurring Services	PremierOne Mobile Support Services	0.00%
177	Video Equipment & Service	Avigilon Cameras	10.00%
178	Video Equipment & Service	Avigilon Hardware Solutions	10.00%
179	Video Equipment & Service	Avigilon Software Solutions	10.00%


APC	Category	Description	Discount
180	Video Equipment & Service	Avigilon Access Control	10.00%
650	Video Equipment & Service	Vaas PS HW	0.00%
662	Video Equipment & Service	Vaas DRN HW	0.00%
663	Video Equipment & Service	Vaas EDX HW	0.00%
664	Video Equipment & Service	Vaas PL HW	0.00%
665	Video Equipment & Service	Vaas PS Delivery	0.00%
666	Video Equipment & Service	Vaas DRN Delivery	0.00%
667	Video Equipment & Service	Vaas EDX Delivery	0.00%
668	Video Equipment & Service	Vaas PL Delivery	0.00%
669	Video Equipment & Service	Vaas PS Support	0.00%
674	Video Equipment & Service	Vaas DRN Support	0.00%
683	Video Equipment & Service	Vaas EDX Support	0.00%
692	Video Equipment & Service	Vaas PL Support	0.00%
693	Video Equipment & Service	Vaas PS SaaS	0.00%
694	Video Equipment & Service	Vaas DRN SaaS	0.00%
695	Video Equipment & Service	Vaas EDX SaaS	0.00%
696	Video Equipment & Service	Vaas PL SaaS	0.00%
851	Video Equipment & Service	WatchGuard In-car Video	20.00%
852	Video Equipment & Service	WatchGuard Body-worn Video	20.00%
853	Video Equipment & Service	WatchGuard Software Maintenance	20.00%
854	Video Equipment & Service	WatchGuard Hardware Maintenance & Services	20.00%
851aaS	Video Equipment & Service	WatchGuard In-car Video as a Service	0.00%
852aaS	Video Equipment & Service	WatchGuard Body-worn Video as a Service	0.00%

This Pricing Exhibit may be subject to special promotions and trade-in offerings. Any applicable promotions will identify the promotion timelines and whether the promotion is in addition to the exhibit discount pricing. Some products may require additional terms, conditions or license agreement based on the product or service purchased. Additional terms will be provided at purchase. Discounts are not applicable to unreleased hardware, software, services and subscriptions at time of publication of this Exhibit.

All other terms and conditions shown in the Original Contract, as amended, shall remain the same.

THE PARTIES, hereto, have executed this Fourth Amendment to the Original Contract, effective as of the month, day and year first above written.

METROPOLITAN WASHINGTON
COUNCIL OF GOVERNMENTS

By: 
Chuck Bean (Nov 2, 2022 16:55 EDT)

Title: Executive Director

Date: Nov 2, 2022

MOTOROLA SOLUTIONS, INC.

By: 
Michael Leonard (Oct 31, 2022 08:23 EDT)

Title: MSSSI Vice President

Date: Oct 31, 2022

THIRD AMENDMENT TO CONTRACT #21-069
BETWEEN
THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
AND
MOTOROLA SOLUTIONS, INC.

THIS THIRD AMENDMENT is entered into effective the 09th of August, 2022, by and between the METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS ("COG") and MOTOROLA SOLUTIONS, INC. ("CONTRACTOR").

WITNESSETH:

WHEREAS, COG has entered into an agreement with the CONTRACTOR, dated May 19, 2021, to provide subscriber radio equipment and services ("Original Contract"); and

WHEREAS, the Original Contract is being amended for the third time; and

WHEREAS, COG and the CONTRACTOR have mutually agreed to add language to the contract;

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations contained herein and in the Original Contract, as amended, the parties do mutually agree as follows:

MODIFICATION 1. Exhibit B – Section 1.2.2 MWCOG APC Discounts

Add to the MCWCOG APC Discounts the radios that are currently not listed in the MWCOG contract (APX900), CONTRACTOR is offering a 40% discount off its APX900 portable radios to match the discounts on the current APX line of radios.

MWCOG APC DISCOUNTS		
APC	Product Description	Discount
837	APX900	40%

All other terms and conditions shown in the Original Contract, as amended, shall remain the same.

THE PARTIES, hereto, have executed this Second Amendment to the Original Contract, as of the month, day and year first above written.

METROPOLITAN WASHINGTON
COUNCIL OF GOVERNMENTS

MOTOROLA SOLUTIONS, INC.

By: 

Rick Konrad

By: 
By: Michael Leonard (Aug 30, 2022 08:23 EDT)

Title: Contracts and Purchasing Manager

Title: MSSSI Territory Vice President

Date: Aug 30, 2022

Date: August 08, 2022

**SECOND AMENDMENT TO CONTRACT #21-069
BETWEEN
THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
AND
MOTOROLA SOLUTIONS, INC.**

THIS SECOND AMENDMENT is entered into effective the 27th of July, 2022, by and between the METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS ("COG") and MOTOROLA SOLUTIONS, INC. ("CONTRACTOR").

WITNESSETH:

WHEREAS, COG has entered into an agreement with the CONTRACTOR, dated May 19, 2021, to provide subscriber radio equipment and services ("Original Contract"); and

WHEREAS, the Original Contract is being amended for the second time; and

WHEREAS, COG and the CONTRACTOR have mutually agreed to add language to the contract;

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations contained herein and in the Original Contract, as amended, the parties do mutually agree as follows:


MODIFICATION 1. ARTICLE II. THE WORK

At the discretion of CONTRACTOR, additional discounts and credits to the purchase price may be applied to the agreed upon contract discount value.

All other terms and conditions shown in the Original Contract, as amended, shall remain the same.

THE PARTIES, hereto, have executed this Second Amendment to the Original Contract, as of the month, day and year first above written.

**METROPOLITAN WASHINGTON
COUNCIL OF GOVERNMENTS**

By:  _____
By: [Chuck Bean \(Jul 28, 2022 08:29 EDT\)](#)

Title: Executive Director

Date: Jul 28, 2022

MOTOROLA SOLUTIONS, INC.

By:  _____
Michael Leonard

Title: MSSSI Territory Vice President

Date: July 27, 2022

FIRST AMENDMENT to CONTRACT # 21-069

This Contract Amendment, made effective as of its execution, by and between the METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS ("COG"), a nonprofit corporation organized under the laws of the District of Columbia, with an address of 777 North Capitol Street, NE, Suite 300, Washington, DC 20002; and MOTOROLA SOLUTIONS INC. ("CONTRACTOR"), a corporation incorporated under the laws of the State of Delaware and having a local business address of 809 Pinnacle Drive, Suite G, Linthicum Heights, MD 21090.

COG and CONTRACTOR agree to add the following Article to Contract #21-069 as set forth below:

ARTICLE VI. ALTERNATIVE PAYMENT

The Contract Price of an order may be paid via the disbursement of the financing proceeds pursuant to an Equipment Lease-Purchase Agreement executed between the parties. Unless otherwise stated in the Equipment Lease-Purchase Agreement, 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.

Lease-purchasing arrangements may be obtained through Motorola Credit Corporation, or another institution approved or arranged by the Customer.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. THE PARTIES hereto have executed this Contract as of the day, month and year first above written.

METROPOLITAN WASHINGTON
COUNCIL OF GOVERNMENTS ("COG"):

MOTOROLA SOLUTIONS, INC.
("CONTRACTOR")

By: 
Chuck Bean (Sep 3, 2021 09:21 EDT)

By: 
Michael Leonard (Sep 3, 2021 09:12 EDT)

Name: Chuck Bean

Name: Michael Leonard

Title: Executor Director

Title: MSSSI Territory Vice President

Date: Sep 3, 2021

Date: Sep 3, 2021

CONTRACT # 21-069

This Contract, made effective as of its execution, by and between the **METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS** ("COG"), a nonprofit corporation organized under the laws of the District of Columbia, with an address of 777 North Capitol Street, NE, Suite 300, Washington, DC 20002; and **MOTOROLA SOLUTIONS INC.** ("CONTRACTOR"), a corporation incorporated under the laws of the State of Delaware and having a local business address of 809 Pinnacle Drive, Suite G, Linthicum Heights, MD 21090.

COG and CONTRACTOR agree as set forth below:

ARTICLE I. CONTRACT DOCUMENTS

- A. The Contract shall consist of this Contract and other documents issued prior to the execution of this Contract including:

Document Title	Exhibit
Request for Proposal 21-001, "Subscriber Radios", including all addendums thereto, collectively referred to hereinafter as "the RFP"	A
CONTRACTOR's response to the RFP, dated October 2, 2020, including all documents submitted, collectively referred to hereinafter as "the Proposal"	B
COG Standard Terms and Conditions, As Amended	C
COG Rider Clause	D

- B. These documents form the Contract and are incorporated into the Contract by reference. In the event there is a conflict between the documents comprising this Contract, the following order of precedence shall apply: (a) This Contract; (b) COG Standard Terms and Conditions, As Amended (Exhibit C); (c) the Proposal (Exhibit B); then (d) the RFP (Exhibit A). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE II. SALES OF PRODUCT

- A. In conformance with the requirements of the RFP, upon presentation of a purchase order from a Participating Agency as defined in the RFP, or through such other entity as may become a rider to the agreement via the Cooperative Rider Clause, CONTRACTOR shall provide products as described in the Proposal at the prices given therein, to be generally summarized as a forty percent (40.00%) discount from list price.
- B. CONTRACTOR will be required to deliver the products in a timely and cost-effective manner. CONTRACTOR further agrees that all services, materials and work shall be in strict conformity in every respect with the CONTRACT and shall be subject to the inspection and approval of COG, or its duly authorized representative.
- C. Prior to the end of each contract year, CONTRACTOR shall provide a revised price list as necessary, to include new products being offered or revised pricing. In no case shall the discount be adjusted by more than ten percent (10.00%).
- D. COG assumes no authority, liability or obligation on behalf of any Participating Agency's purchase of any products under this contract.
- E. If CONTRACTOR fails to deliver the product to a Participating Agency under this contract, and the Participating Agency is the non-defaulting party, and must purchase products through a third party, the Participating Agency may, as its exclusive remedy, recover from CONTRACTOR

reasonable costs incurred to purchase the product to a capability not exceeding that specified in the contract, less the unpaid portion.

- F. All Participating Agencies are responsible for inspecting all shipments and accepting them. Any damaged shipments shall be replaced solely at CONTRACTOR's expense. This shall include pickup of damaged product and delivery of replacement product. Replacement product shall be delivered within twenty (20) business days from receipt of notification of damage.

ARTICLE III. PERIOD OF PERFORMANCE

- A. The Period of Performance shall commence as of the execution of this contract and shall run for an initial term of three (3) years, with two additional options to renew for three (3) additional years each.
- B. COG will notify CONTRACTOR of the intention to exercise the renewal options above least ninety (90) days prior to the end of the current contract.

ARTICLE IV. CHANGES

- A. The parties hereto agree that any modification or change in any aspect of this CONTRACT must be executed in writing by both parties before it is considered a contract requirement.
- B. The parties hereto may, from time to time, propose changes in the Statement of Work to be performed by the CONTRACTOR. Such changes, including material scope of work changes, time schedule and report delivery changes, budget revisions that increase, decrease, or change the CONTRACT's total compensation must be mutually agreed upon in writing and approved by and between COG and the CONTRACTOR resulting in an amendment to the Contract.

ARTICLE V. EXCEPTIONS

- A. The following exceptions and amendments are made to Exhibit C, the Standard Terms and Conditions:

- 1. Section XII, "Ownership of Documents and Materials", Paragraph A, is amended to read:

The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to MWCOG and/or members upon request and shall become and remain the exclusive property of MWCOG and/or members upon termination or completion of the services.

- 2. Section XXII., "Termination of Multi-Year Contract", Paragraph B, is amended to read:

The effect of termination of the Contract hereunder will be to discharge both the Contractor and MWCOG and/or members from future performance of the Contract, but not from their rights and obligations existing at the time of termination. MWCOG and/or members will pay for all reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits that

have not been earned up to the date of termination."MWCOG and/or members shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

THE PARTIES hereto have executed this Contract as of the day, month and year first above written.

METROPOLITAN WASHINGTON
COUNCIL OF GOVERNMENTS ("COG"):

By: 
Chuck Bean (May 19, 2021 09:20 EDT)

Name: Chuck Bean

Title: Executive Director

Date: May 19, 2021

MOTOROLA SOLUTIONS, INC.
("CONTRACTOR")

By: 
Michael Leonard (May 18, 2021 14:40 EDT)

Name: Michael Leonard

Title: MSSSI Vice President

Date: May 18, 2021

EXHIBIT A: THE RFP

COG RFP 21-001, is incorporated into the Contract via reference as Exhibit A, including the following Addenda:

Addendum #1, published September 25, 2020.

EXHIBIT B: THE PROPOSAL

CONTRACTOR's response to the RFP, dated October 2, 2020, including all documents submitted, collectively referred to hereinafter as "the Proposal", are incorporated into the contract via reference as Exhibit B.

EXHIBIT C: COG Standard Terms and Conditions, As Amended

I. Amendment

This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this Contract. No amendment to this Contract shall be binding unless in writing and signed by the parties.

II. Bankruptcy

Upon filing for any bankruptcy proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify COG immediately. Upon learning of the actions herein identified, COG reserves the right at its sole discretion either to cancel the Contract or to affirm the Contract and hold the Contractor responsible for damages. The exercise of this right is in addition to any other rights COG may have as provided in this agreement or by law.

III. Compliance with Law

The Contractor hereby represents and warrants that:

- A. It has the power and authority to enter into and perform the Contract, that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms;
- B. Its performance under the Contract shall be in a good and workmanlike manner and in accordance with all applicable professional standards;
- C. It is qualified to do business in the jurisdictions covered by the Contract and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- D. It is not in arrears in the payment of any obligations due and owing to any agency involved in this agreement, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- E. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- F. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

IV. Contingent Fee Prohibition

The Contractor, architect or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect or engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any commission, percentage, brokerage or contingent fee or other consideration contingent on the making of this Contract.

V. Counterparts

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

VI. Force Majeure

Neither COG and/or its members nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency, or war where such cause was beyond, respectively, COG's and/or its members or Contractor's reasonable control. COG and/or its members and Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

VII. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the District of Columbia without regard to principles of conflicts of law.

VIII. Indemnification

The Contractor shall protect, hold free and harmless, defend and indemnify COG and its members including their officers, agents and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including reasonable attorney's fees) resulting from injury to, or death of, any person or tangible damage to property, which injury, death or damage arises out of, or is a result of Contractor's negligent acts in connection with its performance of the work or failure to perform its obligations under this Contract.

This obligation of indemnification shall apply to any negligent acts or omissions, misconduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that it shall not be applicable to injury, death or damage to the tangible property arising from the sole negligence of COG and/or members, their officers, agents and employees.

IX. Independent Contractor

- A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although COG and/or members reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, COG and/or members cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by COG and/or members relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this Contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
- B. Contractor represents and warrants that Contractor is not an employee of COG and/or members, is not currently employed by the Federal Government, and is not an officer, employee or agent of COG and/or members.
- C. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

- D. Contractor agrees to immediately provide COG and/or members notice of any claim made against Contractor by any third party arising out of its performance under this Contract. Contractor also agrees not to assign to any third party, without COG's written consent, any obligation of COG to indemnify Contractor for any actions under this Contract.

X. Insurance Requirements

- A. Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury. All such insurance shall include COG, individual members, their employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with COG and/or members prior to the time any services are rendered. Contractor shall maintain coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form.
- B. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with COG and/or members to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the carrying out of this Contract. All such insurance shall include COG and/or individual members, their employees, and agents as ADDITIONAL INSURED.
- C. Contractor shall, upon request, provide COG and/or members with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required the governing jurisdiction's law in effect for each year of this Contract.
- D. Contractor will provide 30 days' notice of cancellation. Immediate written notice to COG and members involved in the contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- E. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

XI. Nondiscrimination

- A. A contractor who is the recipient of COG and/or member funds, or who proposes to perform any work or furnish any goods under this Contract shall not discriminate against any worker, employee or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability.
- B. Contractor further agrees that this provision will be incorporated in all sub-contracts entered into in connection with this Contract.

XII. Ownership of Documents and Materials

- A. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to COG and/or members upon request and shall become and remain the exclusive property of COG and/or members upon termination or completion of the services. These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract.

- B. B. COG and/or members shall be licensed users of the embedded software, subject to the terms and conditions of Motorola's Software License Agreement, set forth in the Addendum to the Sale of Subscriber Radios in Motorola's Proposal, Exhibit B hereto, Section 5, pages 43-44-45.
- C. Infringement Claims are governed by the Addendum to the Sale of Subscriber Radios in Motorola's Proposal, Exhibit B hereto, Section 5, pages 44-45.

XIII. Payments

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after receipt of a proper invoice from the Contractor.

Electronic Payment means the payment of money to a vendor by electronic means, including by means of a Purchase Card (P-card) or Automated Clearing House (ACH) funds transfer method.

Contractors will receive payment from the P-Card in the same manner as other credit card purchases. The payments typically are transferred within 48 hours.

Accordingly, contractors must presently have the ability to accept these P-Cards or take whatever steps necessary to implement their ability before the start of the contract term, or contract award.

In some cases, ACH transactions will be acceptable as a form of payment to our vendors. Please keep in mind the turn-around time on ACH transactions can be as long as 30 days.

XIV. Records

- A. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder.
- B. Contractor acknowledges and agrees that the COG and/or members and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this Contract to verify invoices; however, Contractor shall not be required to disclose its actual raw proprietary or confidential cost and pricing data. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- C. All subcontracts shall also comply with these provisions.

XV. Remedies

- A. Corrections of errors, defect and omissions. Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to COG and/or members. The acceptance of

the work set forth herein by COG and/or members shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.

- B. Set Off. COG and/or members may deduct from and set-off against any undisputed amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by COG and/or members, their agents, employees of recipients of its services, by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services per the Contract requirements. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to perform the services per the Contract requirements.
- C. Cumulative. All rights and remedies of COG/ members and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the COG and/or members by law.

XVI. Responsibility of Contractor

- A. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by COG, the Contractor shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Contractor under this Contract.
- C. If the Contractor fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above, it shall, if required by COG and/or members, perform at its own expense and without additional cost to COG and/or members, those services necessary for the correction of any deficiencies or damages resulting, in whole or in part, from the Contractor's failure. This obligation is in addition to and not in substitution for any other remedy available to COG and/or members under the "Remedies" paragraph, or otherwise available by law.

XVII. Severability/Waiver

- A. COG and/or members and Contractor agree that, if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- B. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract.

XVIII. Subcontracting or Assignment

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Contract nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of COG and/or members. COG and/or members have the right to withhold such consent for any reason COG and/or members deem appropriate.

XIX. Survival

The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

XX. Termination

- A. If the Contractor fails to fulfill its obligations under the Contract properly and on time, or otherwise violates any provision of the Contract, COG and/or members may terminate the Contract by thirty (30) day written notice to the Contractor.
- B. The notice shall specify the acts or omissions relied upon as cause for termination.
- C. All finished or unfinished work provided by the Contractor shall, at COG's and/or members option, become COG's and/or member's property. COG and/or members shall pay the Contractor fair and equitable compensation for performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and COG and/or members can affirmatively collect damages.

XXI. Termination of Contract for Convenience

- A. The performance of work under this Contract may be terminated by COG and/or members, in whole or in part, upon thirty (30) day written notice to the Contractor, when COG and/or members determines such termination is in the best interest of COG and/or members. The termination for convenience is effective on the date specified in COG's and/or members written notice.
- B. COG and/or members will pay for all reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

XXII. Termination of Multi-Year Contract

- A. If COG and/or members fail to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either COG's and/or members rights or the Contractor's rights under any termination clause in this Contract.
- B. The effect of termination of the Contract hereunder will be to discharge both the Contractor and COG and/or members from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. COG and/or members shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

XXIII. Time is of the essence

Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.

XXIV. Whole Contract

This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

(Revised 4/16/2021)

EXHIBIT D: Rider Clause

The COG Cooperative Purchasing Program works to aggregate the public entity and non-profit purchasing volumes in the National-Capital region of Maryland, Virginia and Washington, D.C.

I. Format

COG serves as the Lead Agency of this procurement and has included this Cooperative Rider Clause indicating its willingness to allow other public entities to participate in this procurement ("Participating Agency") pursuant to the following Terms and Conditions:

II. Terms

- A. A Participating Agency, through their use of this Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the Participating Agency.
- B. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

III. Other Conditions - Contract and Reporting

- A. The resulting contract shall be governed by and "construed" in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located.
- B. Contract obligations rest solely with the Participating Agency only.
- C. Contractor must provide semi-annual contract usage reporting information to COG, including but not limited to quantity, unit pricing and total volume of sales by entity on demand and without further approval of Participating Agency;

Semi-annual reporting Due Dates beginning from Contract execution:

- November 30, covering May 1 – October 31
 - May 31, covering November 1 – April 30
- D. Contractor is required to report any Participating Agency that is added to the contract and a **COG Rider Clause Approval Form** must be filled out by the Participating Agency and approved by COG (see form below).
- E. Contractor must provide to COG a semi-annual administrative fee of one percent (1.0%) on all gross sales at the time of the semi-annual report submission due dates listed above.
- F. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.

In pricing and other conditions, contractors are urged to consider the broad reach and appeal of public and non-profit entities in the National Capital region.

II. Participating Members

COG Member Governments

- **District of Columbia**

- **Maryland**

- Town of Bladensburg
- City of Bowie
- City of College Park
- Charles County
- City of Frederick
- Frederick County
- City of Gaithersburg
- City of Greenbelt
- City of Hyattsville
- Montgomery County
- Prince George's County
- City of Rockville
- City of Takoma Park

- **Virginia**

- City of Alexandria
- Arlington County
- City of Fairfax
- Fairfax County
- City of Falls Church
- Loudoun County
- City of Manassas
- City of Manassas Park
- Prince William County

- **Other Local Governments**

- Town of Herndon
- Spotsylvania County
- Stafford County
- Town of Vienna

- **Public Authorities/Agencies**

- Alexandria Renew Enterprises
- District of Columbia Water and Sewer Authority
- Metropolitan Washington Airports Authority
- Montgomery County Housing Opportunities Commission
- Potomac & Rappahannock Transportation Commission/ Omni Ride
- Prince William County Service Authority
- Upper Occoquan Service Authority

- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

School Systems

- Alexandria Public Schools
- Arlington County Public Schools
- Charles County Public Schools
- District of Columbia Public Schools
- Frederick County Public Schools
- Loudoun County Public Schools
- City of Manassas Public Schools
- Montgomery College
- Montgomery County Public Schools
- Prince George's County Public Schools
- Prince William County Public Schools
- Spotsylvania County Schools
- Winchester Public Schools

State Agencies

- Maryland-National Capital Park and Planning Commission
-

BALTIMORE METROPOLITAN COUNCIL

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools
- Community College of Baltimore County
- Carroll County
- Harford County
- Harford County Public Schools
- Harford Community College
- Howard County
- Howard County Public Schools System
- Howard Community College
- Queen Anne's County
- Queen Anne's County Public Schools



**COG Rider Clause
Approval Form**

This form must be executed for any Participating Agency, both within and outside of the Metropolitan Washington Council of Governments (COG) region, to use the COG Cooperative Rider Clause to ride solicitations and contracts.

NOTE: Effective January 1, 2019, COG does not authorize the use of the MAPT/COG Cooperative Rider Clause without this form being completed and approved.

Participating Agency Name _____

Contact Person _____

Phone _____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____

Lead Agency/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____

Address _____

City/State/Zip _____

Contact Person _____

Phone _____ Email Address _____

See questions on next page.

<u>Questions</u> -	<u>YES</u>	<u>NO</u>
1. Is the Participating Agency's specifications/scope of work the same or very similar to that in the Contract?	_____	_____
2. Is the Contract active and currently in force?	_____	_____
3. Please confirm your understanding that the vendor must pay a fee to COG based on sales for using this Contract.	_____	_____
4. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency's Purchasing Department?	_____	_____

Participating Entity

Name _____

Title _____

Signature _____

**Metropolitan Washington
Council of Governments**

Name _____

Title _____

Signature _____



REQUEST FOR PROPOSAL (RFP) NO. 21-001

SUBSCRIBER RADIOS

Proposers shall submit an electronic copy of their proposal to the COG LOCKBOX system, as per the submission instructions in Section III of this RFP.

Submission Due Date
October 2, 2020, 2:00 PM EDT

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I. SUMMARY

Goods Requested	Various types of radio subscriber equipment and devices, including mobile, handheld, and vehicle adapters
Contract type	Fixed-price, economic price adjustment (FPEPA)
Number of contracts	As needed
Duration	Three (3) years with two (2) options to renew for three (3) additional years each
Payment method	Net 30
Planned duration of RFP advertisement	Approximately 5 weeks
Start of advertisement period for RFP	August 28, 2020
Deadline for questions about RFP	10 working days before the deadline
Deadline for COG responses to questions	5 working days before the deadline
Deadline for proposals	October 2, 2020, at 2:00 p.m. Eastern Daylight Time

II. INTRODUCTION

- A. In this procurement, the Metropolitan Washington Council of Governments (“COG”), acting as Lead Agency on behalf various public safety and emergency services agencies in the Metropolitan Washington region (“Participating Agencies”), is soliciting competitive Proposals for products and/or services, which may be purchased by the Agencies during the contract term.
- B. This Request for Proposal (“RFP”) is being offered for the procurement of various types of Subscriber Radios in various public safety, emergency services and other Agencies within the counties, cities and towns in the Metropolitan Washington region, including the District of Columbia, Virginia, and Maryland, for the period of November 1, 2020 and ending October 31, 2023 (a period of three (3) years) with two (2) options for a renewal period of three (3) additional years each.
- C. COG will help identify the most qualified, responsible and responsive Proposal(s) based upon the scoring criteria set forth in this RFP.
- D. Contracts will be executed between the Participating Agencies and the winning Proposer(s). COG reserves the right to accept or reject any and all Proposals or portions thereof, to waive any informalities in the solicitation, and to recommend awards that appear to be in the best interest of the Participating Agencies.
- E. This RFP is open to Agencies both in and outside of the COG region and includes a Rider Clause (Attachment F) that allows those Agencies to use this procurement or the resulting contract to make purchases in accordance with their own policies.
- F. Proposers are requested not to contact the Participating Agencies directly. Proposers are requested to only contact COG in writing via email at purchasing@mwkog.org with a courtesy copy to cpipinou@mwkog.org with questions regarding this solicitation.

III. PROPOSAL INSTRUCTIONS

- A. COG is the procuring entity, and this procurement transaction will, in all aspects, be governed by COG's own procurement policy and procedures. A copy of COG's procurement policy is available to any potential offeror at <https://www.mwcog.org/documents/2018/10/11/cog-procurement-policy-bids/rfps/>.
- B. COG may award to a single Proposer, or multiple Proposers, as deemed most advantageous to COG and its members. Contract award(s) will only be made to responsible Proposers whose qualifications and offerings conform to the requirements of this RFP.
- C. Proposers must include the documentation specified below, and otherwise, in their RFP submission or they may be determined to be non-responsive and subject to rejection. See the Proposal Checklist, below.
 - 1. The successful Proposer shall have at least five (5) years of experience in the supply and delivery to public safety organizations of subscriber radio, software, and related equipment and maintenance services. Please complete attached PROPOSER QUALIFICATION FORM (Attachment B).
 - 2. Proposer shall complete the CONTACT INFORMATION FORM (Attachment C) in its entirety and designate a dedicated Sales/Customer Service Contact and Service/Support Contact as Key Personnel.
 - 3. Each Proposal shall be accompanied by a NON-COLLUSION AFFIDAVIT regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the Proposer is a corporation, a duly authorized representative shall execute the affidavit (Attachment D).
 - 4. REFERENCES are to be provided from three (3) other clients who are being, or have been, provided by the Proposer with similar products, services and scope of work (Attachment E).
 - 5. Proof of insurance, in the form of an ACORD Form 25 must be provided as per the Terms and Conditions (Attachment G).
 - 6. A sample invoice must be included, as requested at section IV.D. below.
 - 7. Proposer shall include a copy of their W-9, as requested below.
- D. All Proposals must be completed by responsible company officials and submitted to the COG LOCKBOX no later than 2:00 PM, Eastern Daylight Time, on October 2, 2020.
- E. Proposals will not be accepted if submitted through hard copy, mail, courier, fax, email, or any other electronic method except as described below. Proposals submitted through any method other than the COG LOCKBOX system will be rejected unopened.
- F. Bidders shall submit one electronic copy to the COG LOCKBOX system in the following fashion:
 - 1. *Registration.* To utilize the LOCKBOX service, bidder must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System ("VRS") portal at

<https://mwcog.net>. If bidder is not registered, please do this before accessing the LOCKBOX.

2. To register:

- a. Go to the portal at <https://mwcog.net> and click the Vendors listing the left menu on the page.
- b. Click Register and fill out the form. NOTE: Bidder will need its company information including its TIN/EIN number if bidder is a company or bidder's SSN if bidder is a sole proprietor.
- c. Registering will give bidder access to the LOCKBOX solicitations.

G. *Submission.* Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab.

1. Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.
2. Click on the LOCKBOX button.
3. If Proposer is interested in submitting a response to this solicitation, click on the REQUEST button. After providing the VRS vendor ID and VIN, bidder will receive a one-time use bid id and password by email.
4. Proposer's credentials may be used for the following:
 - a. To submit a question to COG about the RFP. See Section III. E. below.
 - b. To upload bidder's formal bid response and any additional attachments to the lockbox (before the closing time for the solicitation).
 - i. Please limit size of individual files to 10 MB.
 - c. To withdraw bidder's formal response should bidder desire to cancel its submission or to replace an already uploaded copy with a modified version.
 - d. To verify that the document in the lockbox is the one bidder uploaded.
5. If no vendor ID is provided, proposer will be directed to the registration page.
6. If proposer wants to ensure that their company details are correct prior to uploading the proposal, then logon to VRS using bidder's VRS vendor ID and VIN then jump to the vendor summary page in VRS to make any changes desired.
7. To return to the COG solicitation page, after registering or updating bidder's company details, click SOLICITATION LISTINGS button on the VRS home page followed by clicking on the VIEW SOLICITATIONS button for COG on the PENDING SOLICITATIONS page.
8. Please do not wait until the last moment to register. If problems occur during registration or submission please contact COG's provider at customerservice@eepex.com with a copy to purchasing@mwcog.org.

- H. All questions regarding discrepancies, omissions, specifications, instructions, or the required forms may be directed via email, no later than 10 working days prior to the deadline by 4:00 pm Eastern Daylight Time, to purchasing@mwkog.org.
- 1. COG will post any addendum necessary to address questions no later than three (3) business days before the due date of proposals.
- I. It is the responsibility of the offeror to check if any addenda have been issued. Addenda will be posted at <http://www.mwkog.org/purchasing-and-bids/cog-bids-and-rfps/>.
- J. Proposal responses should indicate that proposers have reviewed the latest addenda on the bid form via the Bidder's Checklist.
- K. Offerors must acknowledge their understanding of all terms listed in this IFB by signing the Bid Form as part of their submission.
- L. Any variation to the solicitation specifications should be noted by the vendor/contractor as an exception with an explanation attached to the Proposal Form.
 - 1. Exceptions taken do not obligate COG to change the specifications.
 - 2. In some cases, exceptions may result in the Proposer to be disqualified or result in a lower score in the evaluation process.
 - 3. Failure to report exceptions with the submission may result in disqualification.

IV. GENERAL CONDITIONS

- A. Because all orders will be on an "as needed" basis, Proposer must be familiar with the geographical proximity of the area for delivery purposes and be able to provide prompt customer service to Participating Agencies.
- B. Contact information for a Proposer's customer service representative must be included on the CONTACT INFORMATION FORM (Attachment B).
- C. Due to the importance of product quality and manufacturer support and certification, Proposers must demonstrate in the Proposal that they are a licensed distributor for products as appropriate.
- D. Purchase and delivery terms:
 - 1. Successful Proposers shall accept orders via mail, facsimile, email, telephone and online web form from the Participating Agency if accompanied by a Purchase Order number or a P-card number. All orders shall be complete, labeled and packaged adequately to ensure safe handling and proper delivery.
 - 2. There shall be no minimum order quantity for an order, and no separate charges for freight and delivery shall be included. Freight terms for all orders requested "delivered" shall be FOB destination, Freight Prepaid.
 - 3. Delivery will be to each Participating Agency as designated.
 - 4. Forty-eight (48) hours (or less) turn-around is the preferred delivery time, Proposer shall indicate any different delivery times. Delivery is required within twenty (20) business days from receipt of order.

5. Failure to meet delivery date and provide product as specified may result in written termination of the contract. Time is of the essence.
 6. If the Participating Agency requests expedited delivery, the Proposer may pass those costs to the requesting Participating Agency only with prior written approval.
 7. If the Proposer cannot meet the delivery requirement, either standard or expedited, each Participating Agency reserves the right to obtain the product from another source. The extra cost of procuring the product may be charged to the Proposer and deducted from any monies due or which may become due from the Participating Agency.
 8. Further, if the Proposer is unable to meet the delivery requirement and supply the requested product within the designated time due to factory delay, strike, or any unforeseen circumstances, the Proposer must notify the ordering Participating Agency's representative of the delay and the anticipated delivery date. Failure to comply with this requirement will result in a poor performance rating, which will be considered in subsequent awards or renewals, and could result in the termination of the contract.
- E. All Participating Agencies are responsible for inspecting all shipments and accepting them. Any damaged shipments shall be replaced solely at the Proposer's expense. This shall include pick-up of damaged product and delivery of replacement product. Replacement product shall be delivered within three (3) business days from receipt of notification of damage.
 - F. Delivery shall be during normal business hours, Monday through Friday, excluding holidays, unless otherwise specified by the Participating Agency. The Proposer shall be responsible for ensuring that deliveries are made during regular business hours for each Participating Agency.
 - G. A packing slip shall accompany all deliveries. The packing slip must include the Participating Agency's purchase order number. Any delivery that does not identify the appropriate Participating Agency's purchase order number could be rejected. On the packing slip, the Proposer shall obtain a signature from a Participating Agency employee for all items delivered. The Proposer shall be required to furnish proof of delivery in case of dispute.
 - H. All "drop shipments" (direct from a manufacturer or wholesaler) must adhere to the terms specified within this solicitation.

V. PRICES/BILLING

- A. Unless stated otherwise below, all prices offered by Proposers shall be firm against any increase for one (1) year from the effective date of the contract.
- B. For each subsequent year on the contract, the Contractor shall notify the Participating Agency at least forty-five (45) days prior to any increase taking effect and submit a request for a price increase by furnishing bona-fide manufacturer's documents or a price list reflecting the changes. Increases shall be limited to the actual cost increase to the Contractor.
- C. Price increase requests may be denied if not supported with appropriate price increase justification.

- D. Each Participating Agency reserves the right to accept or reject a price increase within fourteen (14) business days of written request for a price increase. If the price increase is rejected, the order for the specific item will be canceled.
- E. If the price increase is approved, the price will remain firm for the renewal term for which it was requested. The Participating Agency will notify the Contractor in writing of the effective date of any price adjustment it has approved.
- F. All delivery charges, fees, insurance, expenses, and/or overhead shall be included in the price.
- G. Contractor shall set up its billing system to ensure that no Participating Agency invoices include sales tax. Participating Agencies will provide certificates of exemption for sales tax upon request.
- H. To facilitate prompt payment, invoices must contain the commodity and/or service descriptions, quantity, and unit pricing.
- I. Invoices failing to contain the required line item detail, including contract line number and unit pricing may be returned for correction.
- J. Proposers shall include a sample invoice with the response to this RFP.
- K. For all transactions, the successful Proposer shall have a valid W-9 form on file with each Participating Agency. Proposers shall include a copy of their W-9 with the response to this RFP.

VI. COOPERATIVE PURCHASING

- A. COG, as an agent to the Participating Agencies, reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this RFP to other public and non-profit agencies. This is conditioned upon mutual agreement based on the attached Rider Clause (Attachment F) of all parties pursuant to special requirements which may be appended thereto.
- B. Contractor(s) agrees to notify COG of the Participating Agencies that desire to use any contract resulting from this RFP within 30 days of receiving said requests and to provide reporting as required per this RFP (see IV.G below).
- C. All contracts resulting from this RFP shall be with the individual Participating Agencies. COG assumes no authority, liability or obligation on behalf of any Participating Agency using a contract resulting from this RFP, or any Contractor, or any other entity with respect to this procurement or any contract resulting from it.
- D. Participating Agencies may have other or additional terms and conditions that must be met by the Contractor.
- E. All purchases and payment transactions will be made directly between the Contractor and the Participating Agency except where otherwise noted.

VII. PARTICIPATION, SALES REPORTING, AND ADMINISTRATIVE FEES

- A. Contractor shall provide summary information on the purchases by Participating Agencies, through the purchasing program associated with this RFP, to COG on a semi-annual basis to allow COG to monitor the program's use and benefit to its members.

B. Semi-annual reporting Due Dates:

1. November 30 of each year, covering the prior period of May 1 – October 31
2. May 31 of each year, covering the prior period of November 1 – April 30

C. The semi-annual report will provide sales data broken down by item, quantity, unit cost and total for each individual Participating Agency within the timeframe laid out above. Contractor is responsible for establishing an accounting system or process that will enable the tracking and reporting of sales to Participating Agencies under this RFP.

D. The Proposal must include an administrative fee paid to COG equivalent to one percent (1.00%) of gross sales to Participating Agencies under this specification. The successful Proposer will be responsible for tracking and rebating this fee to COG semi-annually, based on gross sales for the periods described above and due on November 30th and May 31st of each year on all contracts made pursuant to this RFP.

VIII. CONTRACT TERMS

- A. Any resulting contract(s) shall be with the Participating Agencies and shall run for an initial term of three (3) years, beginning November 1, 2020, with two (2) options to renew for three (3) additional years each.
- B. COG will notify the Contractor(s) of the intention to exercise the renewal options above least sixty (60) days prior to the end of the current contract.
- C. Contractor shall notify all Participating Agencies of any price increases which shall take effect in the next year at least forty-five (45) days prior to the end of the contract year (pursuant to Section IV.E above). Notification shall be in writing and shall identify the items, the new price, and the amount of increase specified as a percentage (%).
- D. The award and resultant contract(s) shall be non-exclusive. Each Participating Agency shall determine its method of purchasing supplies from the contracted Proposer. This includes the right to obtain products from any other awarded Proposer(s) with lower prices and better overall service during the contract term.
- E. The Contracts will include the required administrative fee as set forth at IV.G.3, above.
- F. No guarantee is made regarding specific quantities that may be ordered under this contract.

IX. PROCUREMENT CARDS

- A. Participating Agencies retain the option to use agency procurement cards for the purchase of supplies listed in any resulting contract in lieu of issuing a purchase order.
- B. No procurement card transaction shall take place without the authorization of the cardholder and shall not exceed the limit placed on the cardholder's procurement card.
- C. Contractor may process a payment in the credit card network ONLY upon shipment of supplies or performance of the services ordered by the Participating Agency.
- D. For partial shipments or performance, Contractor may process a payment only for the amount shipped or completed and NOT for the entire amount ordered by the Participating Agency. Upon shipment or completion of the remaining order, Contractor

may process a payment request to the credit card network for the remainder of the order.

- E. Contractor may not charge the Participating Agency for any fees related to the use of a procurement card.

X. VOLUNTEER FIRE DEPARTMENT PROCUREMENT

- A. The proposer shall extend the same prices, terms, and conditions to all Volunteer Fire Departments and EMS Companies located within the Metropolitan Washington, D.C. area requiring these commodities and services.
- B. Each Volunteer Fire Department or EMS Company is responsible for payment of invoices from its purchases. All purchase and payment transactions shall be made directly between the Proposer and the Volunteer Fire Departments.

XI. SPECIFICATIONS

- A. COG requires Proposers to provide various types of radio subscriber equipment and devices for Public Safety Agencies and other Participating Agencies for use with independent jurisdictional radio communications systems. The Participating Agencies intend to procure radio subscriber units that shall require a variety of features and options depending on the various user agencies and their respective operational requirements.
- B. Public safety radios shall, in general, be of a higher tier and include a larger suite of features, functionality, and overall design to withstand the harsh operating environments encountered by the first-responder community. COG has adopted a further distinction between high-tier and mid-tier subscribers based on the overall mode and capacity of the radio. For reference, COG has supplied a set of features required in Appendix A of this document. Assumptions have been made as to the availability of specific accessories for the various radio configurations, and no equipment availability assumption shall be interpreted to imply the preference of any specific Proposer. Proposers shall thoroughly describe the features and functionality provided with each proposed subscriber. Subscriber radio equipment refers to user radio configurations consisting of mobile radios and portable radios.
- C. Subscriber units are required in a variety of different configuration packages: mobile radios, portables and vehicular adapters.
- D. The subscriber radio equipment shall consist of an integral radio set, capable of frequency synthesis of multiple RF channels, with automatic channel switching under the control of external channel(s) and/or internal channel switching logic. Additionally, the radio shall include such other items as are necessary for a complete, highly reliable, two-way analog and digital radio suitable for communications in multi-channel/mode trunked and conventional systems.
- E. All radio subscriber system parameters (programming personality) shall be software configurable without the need to replace internal components for parameter configuration. In addition to the suite of features and functionality outlined in previous sections, the Proposers shall provide all features, characteristics, and functionality with all proposed radio subscriber equipment necessary to meet or exceed the individual

jurisdictional radio systems specifications. The Proposers shall provide a comprehensive feature and functionality matrix for each proposed subscriber by type.

- F. All radio subscriber internal software shall be downloadable from a programming device (i.e., laptop, PDA, etc.) without the need to replace internal components for new software versions. Proposers shall provide radio subscribers equipped for over-the-air reprogramming of both system configuration parameters and internal operating software.
- G. The subscriber units shall be of current hardware and software production and shall be capable of withstanding the harsh environment associated with use in emergency service vehicles. At a minimum, the mobile and portable equipment shall meet or exceed the MIL-STD-810E "Environmental Test Methods and Engineering Guidelines" specification, with some of the criteria noted as follows:
 - Method 506.3, Rain - Procedure I Blowing Rain
 - Method 509.3, Salt Fog
 - Method 510.3, Sand and Dust Procedure I: Blowing Dust
 - Method 514.4, Vibration Procedure I, Category 10 - Minimum Integrity Test (axes)
 - Method 516.4, Shock Procedure I - Functional Shock
- H. All subscriber radio equipment shall also meet or exceed the requirements of TIA/EIA-603 "Land Mobile FM or PM Communications Equipment Measurement and Performance Standards" when operated in the analog mode.
- I. The radio subscriber units shall support all analog and digital communications and all compatible systems operating in the 700 and 800 MHz frequency bands. The subscriber units shall provide FM analog communications within this system when involved in a call from an analog unit on conventional mutual aid repeater and/or simplex channels or compatible analog trunking systems. Mobile subscriber radios and control station subscriber radios shall exhibit as good or greater talk-in/talk-out coverage reliability performance in the guaranteed coverage areas as handheld portable radios used on the hip in leather swivel case.
- J. The radio subscriber units shall be equipped to concurrently priority scan both conventional channels (at least 8) and trunked talkgroups (at least 8) in both clear and encrypted voice. The radio subscriber units shall also be equipped to concurrently scan between trunked talkgroups on compatible trunked systems in both clear and encrypted voice. Channel or trunked mode scanning shall be completed in the minimum time necessary to reliably deliver audio traffic to the radio subscriber. Proposers shall provide the maximum scan time required between trunking and conventional reception. The scan shall be a selectable priority which means that the transmitter channel or talkgroup selected by the user is configurable to be the priority channel or talkgroup.
- K. The subscriber units shall provide an ESN (Electronic Serial Number) for lookup and validation purposes by the fixed network infrastructure. The subscriber units shall provide a multi-point data port to multiple external peripherals. The subscriber units shall provide the functionality to be placed in a listen-only mode (no transmit capability) from the network management system on a dynamic basis. While in the listen-only

mode, the receiver would still be capable of receive operation but the radio would not be capable of transmitting in any mode.

- L. *Audible and Visual Signaling.* The subscriber units shall support audible and visual signaling to and from subscriber units for functions as described below. Radio users shall also be able to select and unselect audible and visual signaling (i.e., surveillance, covert operations, etc.) or any or all of the default types of signaling described below. The mandatory default audible and visual signaling shall include the following standardized signals and the Proposers shall thoroughly define the nature and characteristics of each type of signaling scheme:

- Emergency Activation/Reception
- Dynamic Regrouping
- Individual Call
- Telephone Interconnect Call
- Selective Alert
- Console Alert Tone(s)
- Subscriber-Generated Evacuation Tone
- Mode Announcement (voice directory for programmable radio modes)
- Failure Modes (e.g., loss of trunking control, loss of wide area communications, etc.)
- Trunks Busy
- Callback
- Battery Life Indication
- Charging Mode Indication
- Transmit and Receive Indicate
- Programming Mode Activation
- Software Upgrade Mode Activation
- Feature Acknowledgment
- Channel Beacon
- Voice Communications Mode
- Data Communications Mode
- Priority Scanning
- Home Mode Activation
- Talkaround/Direct Mode
- Ready-to-Talk
- Vehicular Repeater Mode.
- Clear Secure Mode, both visual and audible indicator

- M. *FCC Regulatory Compliance.* All proposed subscriber equipment shall be type accepted under current FCC Rules and codified regulations in concert with the APCO Project 25 specification. Proposers shall define the Type Acceptance designation and FCC Emission Designators for all proposed radio subscriber equipment. Proposers shall

provide detailed performance specifications for all proposed radio subscriber equipment.

N. *Electrical & Mechanical Specifications.*

1. The subscriber radio equipment shall be state-of-the-art, frequency synthesized, and microprocessor based. All configurable operating parameters shall be stored in electrically-alterable, non-volatile memory technology. All radio operating frequencies, features, functions and other operating parameters shall be field-configurable via PC-based programming equipment. The physical and electrical architecture of the equipment shall be such that addition of user features and/or functions at future dates shall not require the addition and/or replacement of circuit cards within the proposed radios.
2. To the greatest extent possible, all equipment assemblies and sub-assemblies shall be shielded to minimize electromagnetic interference which may be caused to/by electrical equipment co-located and/or adjacent to this equipment. Similarly, and in acknowledgement of the region's proximity to possible areas of interest for terrorism activities, radios should be capable of shielding from electromagnetic radiation (EMR) resulting from the detonation of a nuclear device or other EMR pulse generating device.
3. Power loss and/or replacement of the portable unit's battery shall not alter the operating software and/or configuration parameters. Radios shall be equipped to operate with Nickel-Cadmium, Nickel-Metal Hydride, and Lithium Ion battery technologies. COG requires any proposed radio and battery technology to meet or exceed the Factory Mutual rating for intrinsically safe operation per Class I, Division II, Group A standards. COG requires Proposers to provide the highest capacity battery that operates within the regional operating environment, for each proposed variety of subscriber radio.
4. The unit shall perform a self-diagnostic test each time it is turned on. This test shall be automatic and shall include all radio operating parameters and internal hardware. At the conclusion of a successful test, no operator intervention shall be required. A self-diagnostic test that is unsuccessful shall notify the operator with an error message or fault code.
5. The radio housing shall completely integrate the radio transmitter unit(s) and receiver unit(s). Aside from the speakers and mics, the housing shall be devoid of any louvers or other openings, thereby protecting the radio set from dirt, dust, moisture, and splashing water. All subscriber units shall be designed so that they are protected from damage if power is applied in reverse polarity or pins of connecting cables are shorted together.
6. Access and ease of operation are critical to the users and the maintenance personnel. Proposers are to provide information and details on all vehicular mounted equipment, particularly equipment mounted in the passenger compartment. The equipment housings shall be suitable for mounting on vertical or horizontal surfaces. The equipment housings shall be suitable for trunk mount and dash mount vehicle configurations. Remote mounted transceivers for mobile radios

shall be interconnected to their respective control heads through a weatherproof, control cable connectorized at both ends.

7. Mobile transceiver radios shall support weatherproof multiple control heads as well as any existing remote control speaker/microphone capabilities, siren/PA assemblies, and motorcycle configurations to include helmet speaker & mics, and other 3rd party technologies such as Bluetooth accessories. The radio cabinet(s), control heads, and ancillary installations must be a package that can be mounted inside or outside of the vehicle without restricting the use of the front seat by a driver and one passenger or interfere with air bag deployment. Mobile and portable transceiver radios shall be inherently compatible with optional handheld control heads and vehicular repeater assemblies as required.
8. The Proposers shall describe variations for shock mounting, stabilization, tilts and swiveling with secure customized mounting for different vehicle models and types.

0. *Subscriber Operational Characteristics.*

1. All proposed subscriber radios shall be equipped to operate within the 764-869 MHz frequency range per FCC and P25 channel spacing requirements.
2. Modulation modes shall include, at a minimum, analog and digital for both 12.5 kHz and 20/25 kHz channel spacing as required. COG ultimately requires a migration strategy to 6.25 kHz or equivalent operation which shall be defined by the Proposers.
3. Communications modes shall include P25 digital trunking and conventional operations. Trunking modes shall be half-duplex in normal mode. Conventional modes shall include both half-duplex and simplex as programmed. All programmable modes shall function in either clear or encrypted mode as programmed. All modes of operation shall be programmable.
4. Squelch modes provided by the equipment shall include: carrier, continuous tone coded, and continuous digital coded squelch. Squelch modes shall be "field programmable" by channel.
5. Unit identification modes shall include on a standard basis for all display radios: Unit ID upon Push-To-Talk, Emergency Unit ID, Selective Alert, Telephone Interconnect (optionally), and Alphanumeric Text Messaging (optionally).
6. All subscribers shall be programmable for a variable duration transmit time-out-timer for continuous activity to prevent stuck microphone, dead key or abusive key-up scenarios.
7. All mobile subscribers shall be programmable for a minimum variable RF Output Power between 5-30 Watts across the entire frequency operating range.
8. All portable subscribers shall be programmable for a variable RF Output Power between 1-3 Watts across the entire frequency operating range.
9. Mobile speaker audio output shall be 10 Watts, minimum.

10. Portable speaker audio output operating in a vehicular adapter shall be 5 Watts, minimum.
11. Handheld radios, not operating in a vehicular charger or adapter, should provide no less than 500 milliWatts of audio output.
12. Specialized radio accessories to support motorcycles, special weapons teams, bomb technicians, and other first responder specialists shall be made available. Proposers shall provide a comprehensive list of compatible accessories with unit pricing for all proposed radio subscribers.
13. All proposed subscriber radios shall be equipped with a button or switch that activates a programmable “Home” mode or preferred channel with a single key, button press, or switch change.
14. All proposed public safety “mid-tier” subscriber radios shall be equipped with no less than 256 modes or total channel capacity. All proposed public safety “high-tier” subscriber radios shall be equipped with no less than 512 modes or total channel capacity.
15. All proposed subscriber radios shall be equipped with a button or switch that activates the emergency mode.
16. All proposed portable subscriber radios shall be less than 1.5 lbs. in total weight with attached battery (not to include external accessories).
17. All proposed portable subscriber radios shall be equipped to provide a minimum duty cycle of 12 hours using a 10/10/80 (10% Transmit/10% Receive/80% Idle) operational behavior model.
18. All proposed portable subscriber radios shall be equipped standard with a $\frac{1}{2}$ wavelength whip style antenna operational across the entire 764-869 MHz frequency range per current FCC requirements.
19. All proposed subscriber radios shall be equipped to provide both transmit and receive audio control to customize the equalization and audio gain control associated with the subscriber radios to optimize the overall subscriber audio quality.
20. All proposed subscriber radios and associated accessories shall be equipped to operate consistently and reliably according to manufacturer and system specifications in environmental conditions ranging from -30 degrees Celsius to +60 degrees Celsius at a 90% non-condensing humidity level.
21. All proposed subscriber radios with display capabilities shall utilize a hardened LCD display capable of withstanding non-abusive vibration and direct impact encountered in the normal daily radio use without being rendered inoperable. The LCD displays shall provide configurable contrast levels to enable proper usage in direct sunlight and low-light operating conditions. All display radios shall provide user-enabled backlighting for nighttime and low-light usage.
22. All proposed radios must, as a mandatory option of encryption, include all Federally recognized algorithms to include DES and AES 256. In addition, a separate portable

key loader must be available, and that key loader must be capable of programming existing key data into radios.

23. All proposed public safety tier (high-tier and mid-tier) portable subscriber radios shall be equipped with high performance noise-cancelling, remote speaker microphones that provide an emergency button, discrete volume control, rotary channel selector knob, and audio earpiece connectivity.
24. All proposed portable subscriber radios shall be equipped with a personal, desktop-style single battery charger and spare battery of the same type and duty cycle rating as the primary battery provided with the radio.
25. All proposed portable subscriber radios shall be equipped standard with a belt clip in addition to any accessories that may be also ordered with the portable radios.
26. All proposed subscriber radios shall be equipped with a configurable button keypress timer to optimize the intended activation and clearing of emergency mode. The timer shall range from 0-to-3 seconds in millisecond increments.
27. All proposed subscriber radios shall be equipped to mute all radio tones and/or audio when operating in covert or sensitive tactical situations (e.g., surveillance, SWAT, etc.).
28. All proposed subscriber radios shall be equipped to provide a time and date indication on radios with a display.
29. All proposed portable subscriber radios shall be equipped to provide an audible and visual battery status indication to warn of battery depletion and need to charge.
30. All proposed subscriber radios shall be equipped to provide a configurable minimum and maximum volume setting for the radio so as to be able to customize audio levels for various operating environments.
31. All proposed subscriber radios shall be equipped to provide configurable button, switch, and menu layouts to customize the radio operational characteristics for the various users and agencies. All buttons, switches, and menu items that are labeled or inscribed shall match the programmable functionality so as not to confuse the radio operators.
32. All proposed subscriber radios shall be equipped to provide multiple configurable folders or zones of talkgroups and channels to uniquely organize the available modes programmed into each radio. Each folder or zone shall be accessible through any defined combination of button, switch, or menu item setting. Trunking and conventional channels shall be capable of being interleaved within a programmable zone or folder.
33. All proposed subscriber radios shall be equipped to provide user-definable, priority scan functionality for all systems and channels programmed into the radio. Radio scan lists shall include at least twenty (20) members each. Any combination of talkgroups and conventional channels shall be definable in a scan list.

34. All proposed subscriber radios equipped for encrypted operation shall provide both infinite key retention capability and volatile key retention modes of operation which must be configurable in the individual radio programming.
35. All proposed subscriber radios shall be equipped to provide a keypad lock functionality to prevent inadvertent mode or switch activation.
36. All proposed subscriber radios shall be equipped to provide password-protection (on a configurable radio programming basis) to gain access to the radio for normal system usage.
37. All proposed subscriber radios shall be equipped to provide selective radio disable/inhibit, un-inhibit, and dynamic regrouping functionality in conjunction with the system NMS and dispatch consoles.
38. All proposed subscriber radios shall be capable of supporting Conventional Fallback/Failsoft
39. All proposed subscriber radios shall be flash-upgradeable.
40. All proposed subscriber radios shall be capable of full operation and interoperability on all radio systems outlined in the table in Section XII under "System Manufacturer and Type."

P. *Mobile Subscriber Units.*

1. Power Supply

- a. The equipment shall operate from an external negative ground primary power source supplying a nominal 12 VDC.
- b. All power circuits shall provide for reverse polarity protection and each power cabling assembly shall be properly fused and grounded.
- c. Mobile radios shall be equipped to operate in both a continuous mode (always powered on) or in a switched mode (powered down with an ignition sense) as required on an individual basis by the regional jurisdictions.

2. Mobile Equipment Housing

- a. The transceiver housing shall house all electronic circuits and/or circuit cards associated with the equipment.
- b. Palm microphones, external speaker housings and transceiver housings shall be constructed of high impact polycarbonate plastic or other suitable high impact material.
- c. Trunk-mounted transceiver housings shall be equipped with a base plate. The base plate shall allow for the removal of the transceiver from its mounted location for replacement or servicing. Removal of the transceiver from the base plate shall not expose its internal circuitry.

3. Mobile Radio Features

- a. All mobile radios shall be equipped with a control head/interface that has backlit, alphanumeric character LCD display providing at least 12 characters to identify the operating folder/zone and trunked talkgroup and/or conventional channel mode. As a standard option, keypad configurations shall conform to the North American telephone keypad standard numerical and symbol layout.
 - b. The LCD display shall provide contrast adjustment and its brightness shall be user adjustable. The LCD display shall be equipped for dimming and complete turn-off for surveillance and covert operations.
 - c. All mobile radios shall be equipped with a user-operated, color-coded switch or button to activate the radio's emergency status mode. All provided button labels and stenciled switch descriptors shall match the programmed radio functionality.
 - d. All mobile radios shall be capable of interfacing to the following accessories and ancillary assemblies as required by the Agencies: horn and lights activation relays, siren/PA control head, status/message control head, external emergency switch or button, motorcycle assembly, multi-control head environments, handheld control head/keypad microphone, and mobile-in-a-tray control station.
 - e. All mobile radios shall be equipped with an external data port for connection to test equipment, radio programming devices, mobile data devices, etc.
 - f. On multi control head units, the switch to enable or disable scanning shall be field programmable or designated by the user.
 - g. On multi control head units, each control head shall be equipped with a switch to take over control of the unit.
 - h. On multi control head units, transmit and receive audio shall, at all times, be available from any position regardless of the position of the takeover control switch.
 - i. As an Option, Proposers shall provide multiband mobile radios capable of operating in the following frequency bands:
 - i. VHF: 136-174 MHz
 - ii. UHF: 380-520 MHz
 - iii. 700/800 MHz
 - iv. Note: Multiband mobile radios shall retain all requirements listed above.
4. Mobile Radio Accessories
- a. The units shall be equipped with a palm type microphone with coiled cord. The microphone shall be of the modular connector, plug-in type. Remote units for outside vehicle use shall have, at a minimum, a weatherproof rating.
 - b. Each unit shall be equipped with an in-vehicle speaker. The speakers shall be of the modular connector, plug-in type. Remote speakers for outside vehicle use shall have, at a minimum, a weatherproof rating.

- c. Multiple control heads shall be available for specialized fire apparatus, EMS ambulances, and other unique applications as defined by the jurisdictions.
- d. Mobile radios shall be compatible with the installation of common fire/emergency services apparatus headset intercom systems (e.g., David Clark, Firecom, etc.).

Q. *Portable Subscriber Units.*

1. Power Supply

The equipment shall operate from a negative ground internal battery power source. All power circuits shall provide for non-destructive reverse polarity and overcharge protection.

2. Portable Radio Equipment Housing

- a. The transceiver housing shall house all electronic circuits and/or circuit cards associated with the equipment. The housing shall be constructed of high impact polycarbonate plastic or other suitable high impact material.
- b. Removal of the battery from the unit shall not expose its internal circuitry and all battery leads/external connection points shall be properly sealed and covered to prevent any internal moisture damage to the radio.

3. Portable Radio Features

- a. All portables shall be equipped with a backlit, alphanumeric character LCD display providing at least 12 characters to identify the operating zone/folder and trunked talkgroup and/or conventional channel mode. As a standard option, keypad configurations shall conform to the North American telephone keypad standard numerical and symbol layout.
- b. The LCD display shall be top-mounted, front-mounted, or dual display as specified in the Subscriber Inventory.
- c. The LCD display shall provide contrast adjustment and its brightness shall be user adjustable. The LCD display shall be equipped for dimming and complete turn-off for surveillance and covert operations.
- d. All portables shall be equipped with a top-mounted rotary volume control knob.
- e. All portables shall be equipped with a primary, top-mounted trunked talkgroup or conventional channel selector knob.
- f. All portables shall be equipped with an external data port for connection to test equipment, radio programming devices, mobile data devices, etc.
- g. All portables shall be equipped with a user-operated, color-coded switch or button to activate the radio's emergency status mode.
- h. All portables shall be capable of interfacing to the following accessories and ancillary assemblies as required by the Agencies: man-down emergency activation switch, public safety speaker microphone (i.e., elevated antenna at

shoulder height), multiple unit charger/conditioner, surveillance headsets/earpieces, Bluetooth accessories, RF adapter switch for vehicular mobile adapter assemblies, GPS-speaker microphones, and bone microphones. Any other available accessories should be included in the Proposal.

- i. As an Option, Proposers shall provide multiband portable radios capable of operating in the following frequency bands:
 - i. VHF: 136-174 MHz
 - ii. UHF: 380-520 MHz
 - iii. 700/800 MHz
 - iv. Note: Multiband portable radios shall retain all requirements listed above.

4. Portable Radio Accessories

- a. All portables shall be equipped to operate in a tri-chemistry, ruggedized, pocket-style vehicular mobile charger that does not cover up the LCD display and accommodates the attached remote microphone. The vehicular charger shall operate from the vehicle's battery and provide a charger/conditioning system for the portable radio battery. The charger shall be mechanically configured to provide electrical contact to the radio battery upon insertion of the radio or separate battery into the charger. Rapid battery charging shall be possible whether the battery is out of or attached to the radio. The proposed vehicular charger shall be compatible with every proposed portable radio type, and different vehicular chargers shall not be required based upon the radio or battery type.
- b. All portable batteries shall be equipped to operate in a tri-chemistry, pocket-style vehicular mobile travel charger. The vehicular travel charger shall operate from the vehicle's cigarette lighter/accessory connector and provide a charger/conditioning system for the spare portable radio battery. The proposed travel charger shall be compatible with every proposed portable radio type, and different travel chargers shall not be required based upon the radio or battery type.
- c. All portables shall be equipped to operate in a tri-chemistry, ruggedized, pocket-style 120VAC multiple unit charger that can simultaneously charge/condition a minimum of six (6) portable batteries. The proposed multi-unit charger shall be compatible with every proposed portable radio type, and different multi-unit chargers shall not be required based upon the radio or battery type.

5. System Programming Key

- a. Proposers shall provide complete sets of programming hardware and software for all subscriber equipment initially ordered. This equipment complement shall include all hardware and software necessary to program, troubleshoot, and flash upgrade each proposed subscriber type. The NCR requires the availability of a software system programming key that can be distributed to regional interoperability partners for programming initiatives.
- b. All proposed equipment must be able to be programmed by end user without using cloud or other remote storage. Programming must be able to be done on site.

6. APCO P25 Conformance Interoperability Proof-of-Concept

- a. The Proposer is required to verify that its entire proposal for the proposed subscriber complement conforms to the APCO Project 25 standard by providing for each proposed subscriber: (1) an independent, interoperability conformance testing certification of inter-Proposer P25 trunking and conventional subscriber and infrastructure compatibility noting all compatible and incompatible proposed features as verified with actual field and laboratory system testing (e.g., NIST/SAFECON, TIA P25CAWG; (2) a comprehensive list noting all P25-compliant open standard features and all proprietary, Proposer-specific subscriber features; (3) a list of at least three (3) operational, compatible, field-installed, 700/800 MHz P25 trunking customer systems with system contact reference that utilize the same subscriber complement and system platform version; and (4) length of time that each subscriber has been in manufacturing production.
- b. Proposers shall develop test procedures in conjunction with individual jurisdictional requirements to ensure subscriber capabilities and performance is adequate for operations within the Agency jurisdictions and the region.

7. Subscriber Software/Hardware Roadmap

- a. COG and the Participating Agencies intend to maximize and protect their subscriber radio purchase investment. Unlike FNE equipment and networks that integrate third-party equipment/software/firmware, manufacturers are almost completely in control of the support of their subscribers. The Proposers are required to provide support for the proposed subscriber fleet offering for a period of no less than 15 years from the date of purchase. The offering consists of all hardware, software, cabling, and services rendered to implement and maintain, with OEM repair parts and accessories, the proposed radio subscriber fleet.
- b. Proposers are required to provide a comprehensive product roadmap (noting timetable of initial release through end of guaranteed Proposers supportability) for the proposed subscriber fleet defining the product life cycles of all major components and ancillary accessories.

8. Subscriber Radio Optional Features

Proposers shall provide a detailed list, with associated pricing, and explanation of optional features and accessories for all proposed subscriber radios that can be supplied for review and understanding.

XII. ADDITIONAL SPECIFICATIONS**A. STANDARD FEATURE SET-DUAL BAND PORTABLE**

STANDARD FEATURE SET-DUAL BAND PORTABLE
DIGITAL PORTABLE RADIO
7/800 MHz PRIMARY BAND
VHF OR UHF SECONDARY BAND
LIMITED KEYPAD OR FULL KEYPAD VERSIONS
P25 CAI (COMMON AIR INTERFACE) OPERATION
HARDWARE KEY OR SOFTWARE KEY
TDMA OPERATION
STANDARD ANTENNA 7/800 GPS
STANDARD CARRY HOLDER (Plastic One)
INTRINSICALLY SAFE OPERATION/CERTIFICATION
STANDARD WARRANTY
P25 STANDARDS BASED ENCRYPTION
OVER THE AIR REKEYING (OTAR)
MULTIPLE ENCRYPTION KEYS CAPABLE
DATA CAPABLE
BLUETOOTH CAPABLE
GPS CAPABLE
ADDITIONAL OPTIONS THAT CAN BE ADDED
OVER THE AIR PROGRAMMING (OTAP)
MULTICAST VOTING SCAN
MANDOWN OPERATION
DVRS ACTIVATION
ENHANCED DATA
SITE SELECTABLE ALERT FOR P25 TRUNKING
TACTICAL RADIO STUN/KILL
DIGITAL TONE SIGNALING

B. STANDARD FEATURE SET-SINGLE BAND PORTABLE

STANDARD FEATURE SET-SINGLE BAND PORTABLE
DIGITAL PORTABLE RADIO
7/800 MHz PRIMARY BAND
LIMITED KEYPAD OR FULL KEYPAD VERSIONS
P25 CAI (COMMON AIR INTERFACE) OPERATION
HARDWARE KEY OR SOFTWARE KEY
TDMA OPERATION
STANDARD ANTENNA 7/800 GPS
STANDARD CARRY HOLDER (Plastic One)
INTRINSICALLY SAFE OPERATION/CERTIFICATION
STANDARD WARRANTY
P25 STANDARDS BASED ENCRYPTION
OVER THE AIR REKEYING (OTAR)
MULTIPLE ENCRYPTION KEYS CAPABLE
DATA CAPABLE
BLUETOOTH CAPABLE
GPS CAPABLE
ADDITIONAL OPTIONS THAT CAN BE ADDED
OVER THE AIR PROGRAMMING (OTAP)
MULTICAST VOTING SCAN
MANDOWN OPERATION
DVRS ACTIVATION
ENHANCED DATA
SITE SELECTABLE ALERT FOR P25 TRUNKING
TACTICAL RADIO STUN/KILL
DIGITAL TONE SIGNALING

C. STANDARD FEATURE SET FOR DUAL BAND MOBILE

STANDARD FEATURE SET FOR DUAL BAND MOBILE
DIGITAL MOBILE RADIO
7/800 MHz PRIMARY BAND
VHF OR UHF SECONDARY BAND
KEYPAD OR NO KEYPAD CONTROL HEAD VERSIONS
P25 CAI (COMMON AIR INTERFACE) OPERATION
STANDARD PALM MICROPHONE- WITH OR WITHOUT KEYPAD
CONTROL HEAD SOFTWARE
REMOTE MOUNT OR DASH MOUNT
SPEAKER 15 W WATER RESISTANT
HARDWARE KEY OR SOFTWARE KEY
TDMA OPERATION
MULTI CONTROL HEAD
REMOTE MOUNT CABLE LENGTHS FROM 15FT TO 30 FT
STANDARD WARRANTY
GPS ANTENNA
VHF OR UHF ANTENNA
DOME 3.5DB LOW PROFILE ANTENNA
P25 STANDARDS BASED ENCRYPTION
OVER THE AIR REKEYING (OTAR)
MULTIPLE ENCRYPTION KEYS CAPABLE
806-896 3.5DB CLOSED COLLINEAR BLK ANTENNA
NOTE: STANDARD FEATURES INCLUDED
DATA CAPABLE
GPS CAPABLE
ADDITIONAL OPTIONS THAT CAN BE ADDED
OVER THE AIR PROGRAMMING (OTAP)
MULTICAST VOTING SCAN
DVRS ACTIVATION
ENHANCED DATA
SITE SELECTABLE ALERT FOR P25 TRUNKING
TACTICAL RADIO STUN/KILL
DIGITAL TONE SIGNALING

D. STANDARD FEATURESET FOR SINGLE BAND MOBILE

STANDARD FEATURESET FOR SINGLE BAND MOBILE
DIGITAL MOBILE RADIO
7/800 MHz PRIMARY BAND
KEYPAD OR NO KEYPAD CONTROL HEAD VERSIONS
P25 CAI (COMMON AIR INTERFACE) OPERATION
STANDARD PALM MICROPHONE- WITH OR WITHOUT KEYPAD
CONTROL HEAD SOFTWARE
REMOTE MOUNT OR DASH MOUNT
SPEAKER- MINIMUM 15 W WATER RESISTANT
HARDWARE KEY OR SOFTWARE KEY
TDMA OPERATION
MULTI CONTROL HEAD
REMOTE MOUNT CABLE LENGTHS FROM 15FT TO 30 FT
STANDARD WARRANTY
GPS ANTENNA
DOME 3.5DB LOW PROFILE ANTENNA
P25 STANDARDS BASED ENCRYPTION
OVER THE AIR REKEYING (OTAR)
MULTIPLE ENCRYPTION KEYS CAPABLE
806-896 3.5DB CLOSED COLLINEAR BLK ANTENNA
NOTE: STANDARD FEATURES INCLUDED
DATA CAPABLE
GPS CAPABLE
ADDITIONAL OPTIONS THAT CAN BE ADDED
OVER THE AIR PROGRAMMING (OTAP)
MULTICAST VOTING SCAN
DVRS ACTIVATION
ENHANCED DATA
SITE SELECTABLE ALERT FOR P25 TRUNKING
TACTICAL RADIO STUN/KILL
DIGITAL TONE SIGNALING

XIII. ESTIMATED QUANTITIES

All quantities are approximate and would be purchased over time, relative to life cycle and individual Agency budget considerations.

Agency/Jurisdiction	Subscriber Number		Current System		
	Mobile	Portable	Manufacturer	Type	FDMA/TDMA/BOTH/BAND
District of Columbia					
District of Columbia	1800	8150	Motorola	P25	Both
Maryland					
Town of Bladensburg	18	30	Motorola	P25	Both
City of Bowie	69	85	Motorola	P25	Both
City of College Park	5	188	Motorola	P25	TDMA
Charles County	730	1600	Motorola	Smart Zone	FDMA
Frederick County	1500	3000	Motorola	P25	FDMA
City of Gaithersburg	61	100	Motorola	P25	Both
City of Greenbelt	67	65	Motorola	P25	Both
City of Hyattsville	61	63	Motorola	P25	Both
City of Laurel	104	91	Motorola	P25	Both
Montgomery County	1948	5747	Motorola	P25	Both
Prince George's County	5494	5495	Motorola	P25	Both
City of Rockville	58	100	Motorola	P25	Both
City of Takoma Park	50	61	Motorola	P25	Both
Virginia					
Arlington County	420	1350	Motorola	P25	FDMA
City of Alexandria	750	1450	Motorola	P25	Both
City of Fairfax	62	80	Motorola	P25	FDMA
Fairfax County	8574	17140	Motorola	P25	FDMA
City of Falls Church	48	91	Motorola	P25	FDMA
Loudoun County	1000	2000	Motorola	P25	Both
City of Manassas	76	35	Motorola	P25	Both
City of Manassas Park	64	59	Motorola	P25	Both
Prince William County	920	2475	Motorola	P25	Both
Other Stakeholders					
Metropolitan Washington Airports Authority	1700	1100	Motorola	P25	FDMA
Washington Metropolitan Area Transit Authority	3200	7000	Motorola	Smart Zone	UHF

XIV. EVALUATION AND SCORING CRITERIA

- A. The proposals will be evaluated by a Technical Selection Committee. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:
1. Organizational Capacity (30%) – Proposers must outline their ability to provide the product being procured by submitting information on key staff (and their experience), and their ability to provide the required volume of product in a timely manner.
 - a. A credit and background check will be done as part of this evaluation process. A Dunn & Bradstreet number is required to evaluate the financial capacity of the Proposer (See Attachment A).
 - i. Proposer will provide a plan on addressing future technology changes in subscriber radio equipment and services.
 2. Experience and References (25%) – Proposers should also provide an outline of their corporate experience along with references of at least three (3) other government public safety organizations for which they provided a similar product and level of service projected on this procurement as set forth in Attachment D and section II.1.4.
 3. Warranty and Service Agreement (25%) - the Proposer shall outline all warranties on equipment and submit options for ongoing service agreement(s). Proposal should describe their warranty to include standard and extended and any cost the customer would incur while the equipment is under warranty to include shipping, labor or other ancillary cost.
 4. Cost (20%) – the unit costs, as stated in the Proposal, shall make up 20% of the scoring for this RFP.

Scoring Factor Chart	
Factor	%
Organizational Capacity	30
Experience and References	25
Warranty and Service Agreement	25
Cost	20
TOTAL	100

XV. PROPOSAL FORM

TO: Metropolitan Washington Council of Governments,
777 North Capitol Street, NE, Suite 300
Washington, DC 20002

Date _____

PROPOSAL – SUBSCRIBER RADIOS

Item		Description	COST (Per Unit)
1	MAIN	A. STANDARD FEATURE SET-DUAL BAND PORTABLE	
		OPTIONS -	
1	A	OVER THE AIR PROGRAMMING (OTAP)	
1	B	MULTICAST VOTING SCAN	
1	C	MANDOWN OPERATION	
1	D	DVRS ACTIVATION	
1	E	ENHANCED DATA	
1	F	SITE SELECTABLE ALERT FOR P25 TRUNKING	
1	G	TACTICAL RADIO STUN/KILL	
1	H	DIGITAL TONE SIGNALING	
2	MAIN	B. STANDARD FEATURE SET-SINGLE BAND PORTABLE	
		OPTIONS -	
2	A	OVER THE AIR PROGRAMMING (OTAP)	
2	B	MULTICAST VOTING SCAN	
2	C	MANDOWN OPERATION	
2	D	DVRS ACTIVATION	
2	E	ENHANCED DATA	
2	F	SITE SELECTABLE ALERT FOR P25 TRUNKING	
2	G	TACTICAL RADIO STUN/KILL	
2	H	DIGITAL TONE SIGNALING	
3	MAIN	C. STANDARD FEATURESET FOR DUAL BAND MOBILE	
		OPTIONS -	
3	A	OVER THE AIR PROGRAMMING (OTAP)	
3	B	MULTICAST VOTING SCAN	
3	C	DVRS ACTIVATION	
3	D	ENHANCED DATA	
3	E	SITE SELECTABLE ALERT FOR P25 TRUNKING	
3	F	TACTICAL RADIO STUN/KILL	
3	G	DIGITAL TONE SIGNALING	

Proposal Form (Page 2 of 3)

Item		Description	COST (Per Unit)
4	MAIN	D. STANDARD FEATURESET FOR SINGLE BAND MOBILE	
		OPTIONS -	
4	A	OVER THE AIR PROGRAMMING (OTAP)	
4	B	MULTICAST VOTING SCAN	
4	C	DVRS ACTIVATION	
4	D	ENHANCED DATA	
4	E	SITE SELECTABLE ALERT FOR P25 TRUNKING	
4	F	TACTICAL RADIO STUN/KILL	
4	G	DIGITAL TONE SINGNALING	

Catalogue Discount Pricing

Please include with the proposal a list of catalogue items your firm offers as an attachment to this price proposal, including any discounts from standard pricing that will be provided as part of any awarded contract.

Required Document Checklist

Items	Acknowledgment/Attached	
Attachment A: Terms and Conditions	YES_____	NO_____
Attachment B: Proposer's Qualifications	YES_____	NO_____
Attachment C: Contact Information Form	YES_____	NO_____
Attachment D: Non-Collusion Affidavit	YES_____	NO_____
Attachment E: References	YES_____	NO_____
Proof of Insurance (ACORD Form 25)	YES_____	NO_____
Sample Invoice	YES_____	NO_____
Licensed Distributor Documentation	YES_____	NO_____
*Exceptions Taken	YES_____	NO_____

If any exceptions are taken, including the Terms and Conditions, please attach them on separate sheet(s) at the end of the proposal submission. **It is imperative that exceptions be indicated with the submission in order to evaluate the responsiveness of the proposal.*

Addendums (if applicable)

Addendum #1

Addendum #2

Addendum #3

Others _____

Acknowledgement

YES_____ NO_____

YES_____ NO_____

YES_____ NO_____

YES_____ NO_____

Signature Section

I have read, understood, and agreed to the terms and conditions of all contents of this RFP. The undersigned agrees to furnish the commodity or service stipulated in this RFP as stated above.

SIGNATURE: _____

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

Attachment A: Terms and Conditions

This document sets out provisions generally applicable to Metropolitan Washington Council of Governments ("MWCOC") contracts. The provisions herein do not constitute a complete agreement, and must be appended to a document, executed by all parties, which identifies the specific work to be performed, compensation, term, incorporated attachments, and special conditions, if any.

This document and the Contract are intended to be complementary and shall be construed accordingly. However, should there be a direct contradiction between the terms and conditions contained herein and the Contract, then the Contract shall govern and control those contradictory terms and conditions. As used herein, the term "MWCOC" includes MWCOC, its various members, agencies, employees or agents as may be appropriate. The term "Contract" shall include a document entitled "agreement" or any other title on a document that is denoting a contract.

I. Amendment

This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this Contract. No amendment to this Contract shall be binding unless in writing and signed by the parties.

II. Bankruptcy

Upon filing for any bankruptcy proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify MWCOC immediately. Upon learning of the actions herein identified, MWCOC reserves the right at its sole discretion either to cancel the Contract or to affirm the Contract and hold the Contractor responsible for damages. The exercise of this right is in addition to any other rights MWCOC may have as provided in this agreement or by law.

III. Compliance with Law

The Contractor hereby represents and warrants that:

- A. It has the power and authority to enter into and perform the Contract, that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms;
- B. Its performance under the Contract shall be in a good and workmanlike manner and in accordance with all applicable professional standards;
- C. It is qualified to do business in the jurisdictions covered by the Contract and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- D. It is not in arrears in the payment of any obligations due and owing to any agency involved in this agreement, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- E. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

- F. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

IV. Contingent Fee Prohibition

The Contractor, architect or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect or engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any commission, percentage, brokerage or contingent fee or other consideration contingent on the making of this Contract.

V. Counterparts

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

VI. Force Majeure

Neither MWCOG and/or its members nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency, or war where such cause was beyond, respectively, MWCOG's and/or its members or Contractor's reasonable control. MWCOG and/or its members and Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

VII. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the District of Columbia without regard to principles of conflicts of law.

VIII. Indemnification

The Contractor shall protect, hold free and harmless, defend and indemnify MWCOG and its members including their officers, agents and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of MWCOG and/or members, their officers, agents and employees.

IX. Independent Contractor

- A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although MWCOG and/or members reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, MWCOG and/or members cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply

promptly with any requests by MWCOG and/or members relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this Contract. Contractor is responsible for determining the appropriate means and manner of performing the work.

- B. Contractor represents and warrants that Contractor is not an employee of MWCOG and/or members, is not currently employed by the Federal Government, and is not an officer, employee or agent of MWCOG and/or members.
- C. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.
- D. Contractor agrees to immediately provide MWCOG and/or members notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without MWCOG's written consent, any obligation of MWCOG to indemnify Contractor for any actions under this Contract.

X. Insurance Requirements

- I. Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination and civil rights violation claims. All such insurance shall name MWCOG, individual members, their employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with MWCOG and/or members prior to the time any services are rendered. Contractor shall maintain coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form.
- II. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with MWCOG and/or members to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the carrying out of this Contract. All such insurance shall name MWCOG and/or individual members, their employees, and agents as ADDITIONAL INSURED.
- III. Contractor shall, upon request, provide MWCOG and/or members with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required the governing jurisdiction's law in effect for each year of this Contract.
- IV. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to MWCOG and members involved in the contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- V. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

XI. Civil Rights Requirements - 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332

A. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of federal law, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable federal implementing regulations. The clauses of Appendix A and E of the U.S. DOT Standard Title VI Assurances (USDOT 1050.2A) are incorporated herein by reference.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of this PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.

2. Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and other applicable law, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.

3. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In

addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.

The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

XII. Ownership of Documents and Materials

- A. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to MWCOG and/or members upon request and shall become and remain the exclusive property of MWCOG and/or members upon termination or completion of the services. These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. MWCOG and/or members shall be the owner for the purposes of copyright, patent or trademark registration.
- B. If the Contractor obtains or uses for purposes of this Contract, or subcontracts for, any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to MWCOG and/or members of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with MWCOG and/or members.
- C. The Contractor shall indemnify and save harmless MWCOG and/or members from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless MWCOG and/or members, their officers, agents, and employees with respect to any claim. Action, costs or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

XIII. Payments

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after MWCOG's and/or members receipt of a proper invoice from the Contractor.

XVI. Records

- A. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder.
- B. Contractor acknowledges and agrees that the MWCOG and/or members and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until

the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

- C. All subcontracts shall also comply with these provisions.

XV. Remedies

- A. Corrections of errors, defect and omissions. Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to MWCOG and/or members. The acceptance of the work set forth herein by MWCOG and/or members shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
- B. Set Off. MWCOG and/or members may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by MWCOG and/or members, their agents, employees of recipients of its services, by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
- C. Cumulative. All rights and remedies of MWCOG/ members and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the MWCOG and/or members by law.

XVI. Responsibility of Contractor

- A. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by MWCOG, the Contractor shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Contractor under this Contract.
- C. If the Contractor fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above, it shall, if required by MWCOG and/or members, perform at its own expense and without additional cost to MWCOG and/or members, those services necessary for the correction of any deficiencies or damages resulting, in whole or in part, from the Contractor's failure. This obligation is in addition to and not in substitution for any other remedy available to MWCOG and/or members under the "Remedies" paragraph, or otherwise available by law.

XVII. Severability/Waiver

- A. MWCOG and/or members and Contractor agree that, if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

- B. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract.

XVIII. Subcontracting or Assignment

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Contract nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of MWCOCG and/or members. MWCOCG and/or members have the right to withhold such consent for any reason MWCOCG and/or members deem appropriate.

XIX. Survival

The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

XX. Termination

- A. If the Contractor fails to fulfill its obligations under the Contract properly and on time, or otherwise violates any provision of the Contract, MWCOCG and/or members may terminate the Contract by written notice to the Contractor.
- B. The notice shall specify the acts or omissions relied upon as cause for termination.
- C. All finished or unfinished work provided by the Contractor shall, at MWCOCG's and/or members option, become MWCOCG's and/or member's property. MWCOCG and/or members shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and MWCOCG and/or members can affirmatively collect damages.

XXI. Termination of Contract for Convenience

- A. The performance of work under this Contract may be terminated by MWCOCG and/or members, in whole or in part, upon written notice to the Contractor, when MWCOCG and/or members determines such termination is in the best interest of MWCOCG and/or members. The termination for convenience is effective on the date specified in MWCOCG's and/or members written notice.
- B. MWCOCG and/or members will pay for all reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

XXII. Termination of Multi-Year Contract

- A. If MWCOCG and/or members fail to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either MWCOCG's and/or members rights or the Contractor's rights under any termination clause in this Contract.

- B. The effect of termination of the Contract hereunder will be to discharge both the Contractor and MWCOG and/or members from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. MWCOG and/or members shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

XXIII. Time is of the essence

Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.

XXIV. Whole Contract

This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

(Revised 8/2/2020)

Attachment B: Proposer's Qualifications

1. NAME OF PROPOSER: _____

2. PERMANENT MAILING ADDRESS: _____

3. YEAR & STATE INCORPORATED: _____

4. DUN AND BRADSTREET D-U-N-S # _____

5. HOW MANY YEARS HAVE YOU ENGAGED IN BUSINESS UNDER YOUR PRESENT FIRM?

NAME: _____ YEARS _____

6. GENERAL CHARACTER OF WORK PERFORMED BY YOUR COMPANY:

_____7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ☐ YES ☐ NO
IF YES, WHY? _____

8. ATTACH A LISTING BY PRODUCT LINE OF ALL MANUFACTURES FOR WHOM YOUR COMPANY IS AN AUTHORIZED DEALER/DISTRIBUTOR/RESALER.

9. NAME OF BANKS WITH WHICH YOU DO BUSINESS:

10. DO YOU GRANT THE AWARDED AUTHORITY PERMISSION TO CONTACT THIS (THESE) MANUFACTURES AND LENDING INSTITUTION(S)? ☐ YES ☐ NO

By signing this form, you acknowledge compliance with all terms and conditions of this Proposal.

Signature: _____

Name: _____

Date: _____

Title: _____

Attachment C: Contact Information Form

Proposer Company Name _____

Contact for Proposal

Name

Title

Phone number _____

Email address _____

Sales Representative Contact

Name

Title

Phone number _____

Email address _____

Area covered: _____ ("all", or list)

Service/Support Representative Contact

Name

Title

Phone number _____

Email address _____

Area covered: _____ ("all", or list)

Use additional sheet for more sales/support representatives

Attachment D: Non-Collusion Affidavit

DATE _____

TO: Metropolitan Washington Council of Governments,
777 North Capitol Street, NE, Suite 300
Washington, DC 20002

To Whom It May Concern:

This is to certify that the undersigned PROPOSER has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive in connection with this Proposal submitted to the Metropolitan Washington Council of Governments.

In addition, the Proposer also certifies that they are in good standing and not on any debarred lists with any government Participating Agency including Local, Federal and State Governments.

RFP – **21-001 Subscriber Radios**

Name of Proposer _____

Signature

Title of Authorized Representative

(Notary Seal)

Attachment E: Proposer's Experience/References

Name of Proposer _____

REFERENCES are to be provided from three (3) other clients who are being or have been provided by the Proposer similar products, services and scope of work.

Complete contact information for each reference, including name, telephone number, mailing address and E-mail address, must be included with the Proposal.

A Proposer, which, in the sole judgment of the offeror, lacks sufficient specific experience, may be deemed non-responsible, and may not be considered for award of subsequent contract(s) by the Agencies.

1) Company Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

2) Company Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

3) Company Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____



Attachment F: COG Cooperative Rider Clause

The COG Cooperative Purchasing Program works to aggregate the public entity and non-profit purchasing volumes in the National-Capital region of Maryland, Virginia and Washington, D.C.

I. Format

- A. COG serves as the Lead Agency of this procurement and has included this Cooperative Rider Clause indicating its willingness to allow other public entities to participate in this procurement ("Participating Agency") pursuant to the following Terms and Conditions.

II. Terms

- A. A Participating Agency, through their use of this Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the Participating Agency.
- B. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

III. Other Conditions - Contract and Reporting

- A. The resulting contract shall be governed by and "construed" in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located.
- B. Contract obligations rest solely with the Participating Agency only.
- C. Contractor must provide semi-annual contract usage reporting information to COG, including but not limited to quantity, unit pricing and total volume of sales by entity on demand and without further approval of Participating Agency;

Semi-annual reporting Due Dates beginning from Contract execution:

- November 30, covering May 1 – October 31
 - May 31, covering November 1 – April 30
- D. Contractor is required to report any Participating Agency that is added to the contract and a **COG Rider Clause Approval Form** must be filled out by the Participating Agency and approved by COG (see form below).
- E. Contractor must provide to COG a semi-annual administrative fee of three percent (3.0%) on all gross sales at the time of the semi-annual report submission due dates listed above.
- F. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.

In pricing and other conditions, contractors are urged to consider the broad reach and appeal of public and non-profit entities in the National Capital region.

IV. Participating Members

COG Member Governments

- **District of Columbia**

- **Maryland**

- Town of Bladensburg
 - City of Bowie
 - City of College Park
 - Charles County
 - City of Frederick
 - Frederick County
 - City of Gaithersburg
 - City of Greenbelt
 - City of Hyattsville
 - Montgomery County
 - Prince George's County
 - City of Rockville
 - City of Takoma Park

- **Virginia**

- City of Alexandria
 - Arlington County
 - City of Fairfax
 - Fairfax County
 - City of Falls Church
 - Loudoun County
 - City of Manassas
 - City of Manassas Park
 - Prince William County

- **Other Local Governments**

- Town of Herndon
 - Spotsylvania County
 - Stafford County
 - Town of Vienna

- **Public Authorities/Agencies**

- Alexandria Renew Enterprises
 - District of Columbia Water and Sewer Authority
 - Metropolitan Washington Airports Authority
 - Montgomery County Housing Opportunities Commission
 - Potomac & Rappahannock Transportation Commission/ Omni Ride
 - Prince William County Service Authority
 - Upper Occoquan Service Authority

- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

School Systems

- Alexandria Public Schools
- Arlington County Public Schools
- Charles County Public Schools
- District of Columbia Public Schools
- Frederick County Public Schools
- Loudoun County Public Schools
- City of Manassas Public Schools
- Montgomery College
- Montgomery County Public Schools
- Prince George's County Public Schools
- Prince William County Public Schools
- Spotsylvania County Schools
- Winchester Public Schools

State Agencies

- Maryland-National Capital Park and Planning Commission

BALTIMORE METROPOLITAN COUNCIL

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools
- Community College of Baltimore County
- Carroll County
- Harford County
- Harford County Public Schools
- Harford Community College
- Howard County
- Howard County Public Schools System
- Howard Community College
- Queen Anne's County
- Queen Anne's County Public Schools

**COG Rider Clause
Approval Form**

This form must be executed for any Participating Agency, both within and outside of the Metropolitan Washington Council of Governments (COG) region, to use the COG Cooperative Rider Clause to ride solicitations and contracts.

NOTE: Effective January 1, 2019, COG does not authorize the use of the MAPT/COG Cooperative Rider Clause without this form being completed and approved.

Participating Agency Name _____

Contact Person _____

Phone _____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____

Lead Agency/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____

Address _____

City/State/Zip _____

Contact Person _____

Phone _____ Email Address _____

See questions on next page.

Questions -**YES****NO**

1. Is the Participating Agency's specifications/scope of work the same or very similar to that in the Contract?

2. Is the Contract active and currently in force?

3. Please confirm your understanding that the vendor must pay a fee to COG based on sales for using this Contract.

4. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency's Purchasing Department?

Participating Entity**Metropolitan Washington
Council of Governments**

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____

REQUEST FOR PROPOSAL (RFP) NO. 21-001

SUBSCRIBER RADIOS

Addendum #1

September 25, 2020

This addendum addresses questions submitted by prospective proposers.

Question List / **Answers in Bold**

1. What is the trunking system that these radios will be using? Can you provide the System ID / Wide Area Communications Network (WACN)?

Due to security concerns, the NCR will not provide system keys or WACN ids to prospective proposers.

2. The RFP mentions compatibility with David Clark / Firecom headset systems – are these accessories already owned or are they being procured as well?

These devices are already procured by specific agencies and are not being procured as part of this solicitation.

3. The RFP at several points mentions vehicle adapters – if an Offeror is unable to provide vehicle adapters, but can provide mobile and portable radios that meet the requirement, would that constitute an acceptable Proposal submission?

Yes, this meets the intent of the solicitation.

4. Under Section XII. Additional Specifications, request clarification on the table “Additional Options That Can Be Added” – are the capability for these options hard requirements or desired only as potential priced options? Would the lack of an additional option (for example DVRS activation) disqualify an Offeror as not meeting the requirement?

Proposers are welcome to provide additional options as part of the overall Proposal submission. The lack of submission or the lack of an option will NOT disqualify the offeror as part of the overall proposal.

5. Please confirm based on previous conversations that it is the intent of MWCOCG for this to be a multi-vendor award?

The intent is to allow for multiple awards.

6. There appear to be several specifications within this document that are proprietary to a single manufacturer and are contrary to the P25 Public Safety Radio Standard. They are as follows:

- Subscriber-Generated Evacuation Tone

- The requirement for a Rotary Channel Selector is specific to a single manufacturer, is against NFPA best practices for fireground operations and is not part of the P25 Standard. In addition, this provides a safety issue to the end user as the potential exists for contention when knob settings on the radio are different than the knob settings on remote speaker microphone. This lends itself to confusion in an emergency situation and can definitely be categorized as an officer safety issue.

All Proposals will be considered based on needed and available features and feature sets and the end user need. The absolute requirement is complete interoperability with existing systems in the NCR, however no Proposals will be disqualified based on availability or unavailability of a feature.

7. The following features from the prior specification have not been spelled out in this current specification document. They are as follows:

- 250 Zone Operation
- 3000 ID's/Alias'
- Proprietary Motorola Conventional Failsoft Operation

If these are no longer requirements, please clarify.

The requirements remain as listed. If a specific requirement is not listed it can be considered no longer a requirement, however all available features will be considered by all offers'

8. Enhanced Data is a Motorola Proprietary feature and not part of the APCO P25 Standard. Will this requirement be waived?

All Proposals will be considered based on needed and available features and feature sets and the end user need. The absolute requirement is complete interoperability with existing systems in the NCR, however no Proposals will be disqualified based on availability or unavailability of a feature.

9. SmartZone Operations is a Motorola Proprietary protocol and not in accordance with the APCO P25 standard. Will this requirement be waived?

All Proposals will be considered based on needed and available features and feature sets and the end user need. The absolute requirement is complete interoperability with existing systems in the NCR, however no Proposals will be disqualified based on availability or unavailability of a feature.

10. Please define the requirement "site selectable alert for P25 trunking."

Site selectable alert is a functionality that provides the ability for a system operator to send critical notifications to users in the selected coverage zone or cell. The ability to target users in a coverage zone or cell can be useful for notifying users quickly and simultaneously of hazards that may be in proximity to them.



METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS (MWCOC)

SUBSCRIBER RADIOS

OCTOBER 2, 2020

BID RESPONSE RFP NO. 21-001

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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Motorola Solutions, Inc.
809 Pinnacle Drive, Suite G
Linthicum Heights, MD 21090

Telephone: +1 410.712.6200
Fax: +1 410.712.4994

October 2, 2020

Metropolitan Washington Council of Governments (MWCOCG)
777 North Capitol Street, NE
Suite 300
Washington, DC 20002

RE: RFP No. 21-001; Subscriber Radios

Dear Council Members:

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the Metropolitan Washington Council of Governments (MWCOCG) this proposal in response to Request for Proposal No. 21-001.

Motorola Solutions has had a long-lasting partnership with all of the agency members of the MWCOCG. We value this partnership and appreciate the trust that these agencies place in our organization to provide Mission Critical Solutions for the region's first responders. The intent of this proposal response is to ensure agencies in MWCOCG have a cooperative purchase contract that provides value and access to features sets that might be unique to each agency.

Motorola Solutions' proposal is based on and subject to the clarifications provided in its RFP response, and the terms and conditions contained in the attached Motorola Solutions RFP's Attachment A: Terms and Conditions or, in the alternative, a negotiated version thereof. Motorola Solutions will negotiate with MWCOCG in good faith to reach an agreement that is mutually beneficial.

Motorola Solutions appreciates the opportunity to build on our relationships in the Metropolitan Washington area, if you have any questions or require additional information please contact Mike Ciampaglia at (410) 712-6216 or Tej Parikh at (804) 495-7218.

Sincerely,
MOTOROLA SOLUTIONS, INC.

Michael Leonard
Territory Vice President



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SECTION 1

PROPOSAL FORM AND PRICING

1.1 PROPOSAL FORM

Motorola Solutions has provided the Proposal Form, including our Certificate of Insurance, W-9 and Sample Invoice, on the following pages. Motorola Solutions has provided our Optional Two-Way Radio Products, brochures and specifications in the Catalog Document.



XV. PROPOSAL FORM

TO: Metropolitan Washington Council of Governments,
777 North Capitol Street, NE, Suite 300
Washington, DC 20002

Date October 2, 2020

PROPOSAL – SUBSCRIBER RADIOS

Item		Description	COST (Per Unit)
1	MAIN	A. STANDARD FEATURE SET-DUAL BAND PORTABLE	\$6,106.00
		OPTIONS -	
1	A	OVER THE AIR PROGRAMMING (OTAP)	\$60.00
1	B	MULTICAST VOTING SCAN	\$120.00
1	C	MANDOWN OPERATION	\$90.00
1	D	DVRS ACTIVATION	\$60.00
1	E	ENHANCED DATA	\$90.00
1	F	SITE SELECTABLE ALERT FOR P25 TRUNKING	\$90.00
1	G	TACTICAL RADIO STUN/KILL	\$45.00
1	H	DIGITAL TONE SIGNALING	\$90.00
2	MAIN	B. STANDARD FEATURE SET-SINGLE BAND PORTABLE	\$4,913.03
		OPTIONS -	
2	A	OVER THE AIR PROGRAMMING (OTAP)	\$60.00
2	B	MULTICAST VOTING SCAN	\$120.00
2	C	MANDOWN OPERATION	\$90.00
2	D	DVRS ACTIVATION	\$60.00
2	E	ENHANCED DATA	\$90.00
2	F	SITE SELECTABLE ALERT FOR P25 TRUNKING	\$90.00
2	G	TACTICAL RADIO STUN/KILL	\$45.00
2	H	DIGITAL TONE SIGNALING	\$90.00
3	MAIN	C. STANDARD FEATURESET FOR DUAL BAND MOBILE	\$5,229.39
		OPTIONS -	
3	A	OVER THE AIR PROGRAMMING (OTAP)	\$60.00
3	B	MULTICAST VOTING SCAN	\$120.00
3	C	DVRS ACTIVATION	\$60.00
3	D	ENHANCED DATA	\$90.00
3	E	SITE SELECTABLE ALERT FOR P25 TRUNKING	\$90.00
3	F	TACTICAL RADIO STUN/KILL	\$45.00
3	G	DIGITAL TONE SIGNALING	\$90.00

Proposal Form (Page 2 of 3)

Item		Description	COST (Per Unit)
4	MAIN	D. STANDARD FEATURESET FOR SINGLE BAND MOBILE	\$4,611.71
		OPTIONS -	
4	A	OVER THE AIR PROGRAMMING (OTAP)	\$72.00
4	B	MULTICAST VOTING SCAN	\$144.00
4	C	DVRS ACTIVATION	\$72.00
4	D	ENHANCED DATA	\$108.00
4	E	SITE SELECTABLE ALERT FOR P25 TRUNKING	\$108.00
4	F	TACTICAL RADIO STUN/KILL	\$54.00
4	G	DIGITAL TONE SINGNALING	\$108.00

Catalogue Discount Pricing

Please include with the proposal a list of catalogue items your firm offers as an attachment to this price proposal, including any discounts from standard pricing that will be provided as part of any awarded contract.

Required Document Checklist

Items	Acknowledgment/Attached	
Attachment A: Terms and Conditions	YES <u>X</u>	NO _____
Attachment B: Proposer's Qualifications	YES <u>X</u>	NO _____
Attachment C: Contact Information Form	YES <u>X</u>	NO _____
Attachment D: Non-Collusion Affidavit	YES <u>X</u>	NO _____
Attachment E: References	YES <u>X</u>	NO _____
Proof of Insurance (ACORD Form 25)	YES <u>X</u>	NO _____
Sample Invoice	YES <u>X</u>	NO _____
Licensed Distributor Documentation	YES <u>X</u>	NO _____
*Exceptions Taken	YES <u>X</u>	NO _____

If any exceptions are taken, including the Terms and Conditions, please attach them on separate sheet(s) at the end of the proposal submission. **It is imperative that exceptions be indicated with the submission in order to evaluate the responsiveness of the proposal.*

Motorola Solutions has provided our exceptions in Section 1.4 of this proposal.

Addendums (if applicable)

Addendum #1 - September 25, 2020

Addendum #2

Addendum #3

Others _____

AcknowledgementYES X NO _____

YES _____ NO _____

YES _____ NO _____

YES _____ NO _____

Signature Section

I have read, understood, and agreed to the terms and conditions of all contents of this RFP. The undersigned agrees to furnish the commodity or service stipulated in this RFP as stated above.

SIGNATURE: _____


NAME: Michael LeonardCOMPANY: Motorola Solutions, Inc.ADDRESS: 809 Pinnacle Drive, Suite G, Linthicum Heights, MD 21090TELEPHONE: (410) 712-48-18EMAIL: michael.leonard@motorolasolutions.com



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/18/2020

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Motorola Solutions, Inc. Attn Karen Napier 500 West Monroe Chicago IL 60661 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Liberty Mutual Fire Ins Co</td><td>23035</td></tr><tr><td>INSURER B: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C: Lloyd's Syndicate No. 4711</td><td>AA1120090</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Ins Co	23035	INSURER B: Liberty Insurance Corporation	42404	INSURER C: Lloyd's Syndicate No. 4711	AA1120090	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Liberty Mutual Fire Ins Co	23035														
INSURER B: Liberty Insurance Corporation	42404														
INSURER C: Lloyd's Syndicate No. 4711	AA1120090														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570082412681 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2641005169070	07/01/2020	07/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-641-005169-010	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA764D005169080 All other States WC7641005169090 WI	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	E&O-MPL-Primary			FSCEO2000661	07/01/2020	07/01/2021	Each Claim \$1,000,000 Policy Aggregate \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Motorola Solutions, Inc. 500 W. Monroe Chicago IL 60661 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
---	---

Holder Identifier :

570082412681

Certificate No :

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

☐ Individual/sole proprietor or single-member LLC

☒ **C Corporation**

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) **D**

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

5 Address (number, street, and apt. or suite no.) See instructions.
500 W. Monroe Street

6 City, state, and ZIP code
Chicago, IL 60661

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

- -

or

Employer identification number

3 6 - 1 1 1 5 8 0 0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ **1/6/2020**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS, INC.
500 W. MONROE STREET
CHICAGO, IL 60661 USA
Visit our website at www.motorolasolutions.com

INVOICE

TOTAL INVOICE AMOUNT: \$1.00
MOTOROLA INVOICE NUMBER: 41XXXXX
INVOICE DATE: 06/14/2017
PAYMENT DUE: PER CONTRACT
CUSTOMER ACCOUNT NUMBER: 1000000000 0001
PURCHASE ORDER DATE:
YOUR PURCHASE ORDER NUMBER: 1234

BILL TO
CUSTOMER A
ATTN: ACCOUNTS PAYABLE
1234 MARKET ST
CHICAGO, IL 60661

For questions concerning this Invoice please contact
Motorola at: 1-888-567-7347

Payment Terms: LARGE CONTRACT	Motorola Solutions, Inc. Federal Tax Id: 36-1115800
Sales Order Number: 00000000000000	

Invoice Detail						
Item	Model Number	Qty	Description	Unit Price	Amount	
1		1	Billing for Shipment of Equipment	\$1.00	\$1.00	

SUBTOTAL	\$1.00
PLEASE PAY THIS AMOUNT (PAYMENT DUE: PER CONTRACT)	\$1.00

Detach here and return bottom portion with your payment.

INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE
41XXXXX	1000000000 0001	<u>PER CONTRACT</u>

Please put your [Invoice Number](#) and your [Customer Account Number](#) on your check for prompt processing.

CUSTOMER A
ATTN: ACCOUNTS PAYABLE
1234 MARKET ST
CHICAGO, IL 60661

Payment Coupon

Invoice Total	Amount Paid
\$1.00	

Send Payment To:



MOTOROLA
MOTOROLA SOLUTIONS, INC.
13108 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

1.2 PRICING FORMS

1.2.1 Pricing Summary (Included on the Proposal Form)

PRICING SUMMARY								
Item Number	Description	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC
APX™ 8000 Series	STANDARD FEATURE SET DUAL BAND PORTABLE							
H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	\$5,983.00	\$5,983.00	40.00%	\$2,393.20	\$3,589.80	\$3,589.80	579
Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$515.00	40.00%	\$206.00	\$309.00	\$309.00	579
Q361AN	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$300.00	40.00%	\$120.00	\$180.00	\$180.00	655
QA00580AA	ADD: TDMA OPERATION	\$450.00	\$450.00	40.00%	\$180.00	\$270.00	\$270.00	655
QA05100AA	ENH: STD 1 YEAR WARRANTY	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	185
Q15AJ	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	\$799.00	\$799.00	40.00%	\$319.60	\$479.40	\$479.40	655
QA05509AA	DEL: DELETE UHF BAND	-\$800.00	-\$800.00	0.00%	\$0.00	-\$800.00	-\$800.00	579
Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$740.00	40.00%	\$296.00	\$444.00	\$444.00	655
H38BS	ADD: SMARTZONE OPERATION	\$1,500.00	\$1,500.00	40.00%	\$600.00	\$900.00	\$900.00	655
QA05595AA	ALT: BATTIMPRES 2 LION DIV2 4850	\$145.00	\$145.00	40.00%	\$58.00	\$87.00	\$87.00	579
PMNN4505A	BATT IMPRES 2 LIION UL2054 DIV2 IP68 4850	\$221.00	\$221.00	23.00%	\$50.83	\$170.17	\$170.17	453



PRICING SUMMARY								
Item Number	Description	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC
NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$165.00	\$165.00	23.00%	\$37.95	\$127.05	\$127.05	785
HMN4104B	ACCESSORY KIT,IMPRES RSM DSPLY W JACK, W CHNL	\$454.00	\$454.00	23.00%	\$104.42	\$349.58	\$349.58	372
		TOTAL	\$10,472.00			TOTAL	\$6,106.00	
APX™ 8000 Series	ADDITIONAL OPTIONS							
G996AS	ENH: OVER THE AIR PROVISIONING	\$100.00	\$100.00	40.00%	\$40.00	\$60.00	\$60.00	656
Q387AW	ADD: MULTICAST VOTING SCAN	\$200.00	\$200.00	40.00%	\$80.00	\$120.00	\$120.00	655
QA01843AC	ADD: MANDOWN OPERATION	\$150.00	\$150.00	40.00%	\$60.00	\$90.00	\$90.00	655
QA00631AB	ADD: DVRS PSU ACTIVATION	\$100.00	\$100.00	40.00%	\$40.00	\$60.00	\$60.00	655
QA03399AA	ADD: ENHANCED DATA APX	\$150.00	\$150.00	40.00%	\$60.00	\$90.00	\$90.00	656
QA00982AB	ADD: SITE SELECTABLE ALERT FOR P25 TRUNKING	\$150.00	\$150.00	40.00%	\$60.00	\$90.00	\$90.00	656
H02AK	ENH: STUN/KILL - Not Compatible with DVRS	\$75.00	\$75.00	40.00%	\$30.00	\$45.00	\$45.00	481
QA09000AA	ADD: DIGITAL TONE SIGNALING	\$150.00	\$150.00	40.00%	\$60.00	\$90.00	\$90.00	656
APX™ 6000 Series	STANDARD FEATURE SET SINGLE BAND PROTABLE							



PRICING SUMMARY								
Item Number	Description	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC
H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	\$3,026.00	\$3,026.00	40.00%	\$1,210.40	\$1,815.60	\$1,815.60	481
Q361AR	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$300.00	40.00%	\$120.00	\$180.00	\$180.00	481
QA05100AA	ENH: STD 1 YR WARRANTY	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	185
H38BT	ADD: SMARTZONE OPERATION	\$1,200.00	\$1,200.00	40.00%	\$480.00	\$720.00	\$720.00	481
Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$515.00	40.00%	\$206.00	\$309.00	\$309.00	481
QA00580AA	ADD: TDMA OPERATION	\$450.00	\$450.00	40.00%	\$180.00	\$270.00	\$270.00	655
Q15AJ	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	\$799.00	\$799.00	40.00%	\$319.60	\$479.40	\$479.40	655
Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$740.00	40.00%	\$296.00	\$444.00	\$444.00	655
QA07576AB	ALT: TIA4950 BATT IMPRES 2 LIION 4600MAH	\$165.00	\$165.00	40.00%	\$66.00	\$99.00	\$99.00	579
PMNN4573A	BATT IMPRES 2 LIION 4600MAH	\$199.00	\$199.00	40.00%	\$79.60	\$119.40	\$119.40	453
NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$165.00	\$165.00	23.00%	\$37.95	\$127.05	\$127.05	785
HMN4104B	ACCESSORY KIT,IMPRES RSM DSPLY W JACK, W CHNL	\$454.00	\$454.00	23.00%	\$104.42	\$349.58	\$349.58	372
		TOTAL	\$8,013.00			TOTAL	\$4,913.03	



PRICING SUMMARY								
Item Number	Description	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC
APX™ 6000 Series	ADDITIONAL OPTIONS							
G996AS	ENH: OVER THE AIR PROVISIONING	\$100.00	\$100.00	40.00%	\$40.00	\$60.00	\$60.00	656
Q387AW	ADD: MULTICAST VOTING SCAN	\$200.00	\$200.00	40.00%	\$80.00	\$120.00	\$120.00	655
QA01843AC	ADD: MANDOWN OPERATION	\$150.00	\$150.00	40.00%	\$60.00	\$90.00	\$90.00	655
QA00631AB	ADD: DVRS PSU ACTIVATION	\$100.00	\$100.00	40.00%	\$40.00	\$60.00	\$60.00	655
QA03399AA	ADD: ENHANCED DATA APX	\$150.00	\$150.00	40.00%	\$60.00	\$90.00	\$90.00	656
QA00982AB	ADD: SITE SELECTABLE ALERT FOR P25 TRUNKING	\$150.00	\$150.00	40.00%	\$60.00	\$90.00	\$90.00	656
H02AK	ENH: STUN/KILL	\$75.00	\$75.00	40.00%	\$30.00	\$45.00	\$45.00	481
QA09000AA	ADD: DIGITAL TONE SIGNALING	\$150.00	\$150.00	40.00%	\$60.00	\$90.00	\$90.00	656
APX™ 8500	STANDARD FEATURE SET DUAL BAND MOBILE							
M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	\$4,770.00	\$4,770.00	40.00%	\$1,908.00	\$2,862.00	\$2,862.00	681
G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	\$799.00	\$799.00	40.00%	\$319.60	\$479.40	\$479.40	656
G831AD	ADD: SPKR 15W WATER RESISTANT	\$60.00	\$60.00	40.00%	\$24.00	\$36.00	\$36.00	656
GA01305AA	ADD:L1 GLONAS GPS ANTENNA	\$60.00	\$60.00	40.00%	\$24.00	\$36.00	\$36.00	656



PRICING SUMMARY								
Item Number	Description	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC
GA00580AA	ADD: TDMA OPERATION	\$450.00	\$450.00	40.00%	\$180.00	\$270.00	\$270.00	656
G66BN	ADD: DASH MOUNT E5	\$125.00	\$125.00	40.00%	\$50.00	\$75.00	\$75.00	656
G51AT	ENH:SMARTZONE	\$1,500.00	\$1,500.00	40.00%	\$600.00	\$900.00	\$900.00	656
GA05100AA	AD: STD WARRANTY	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	185
GA05509AA	DEL: DELETE UHF BAND	-\$800.00	-\$800.00	0.00%	\$0.00	-\$800.00	-\$800.00	681
G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$740.00	40.00%	\$296.00	\$444.00	\$444.00	656
G89AC	ADD: NO RF ANTENNA NEEDED	\$0.00	\$0.00	40.00%	\$0.00	\$0.00	\$0.00	656
G444AH	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	40.00%	\$0.00	\$0.00	\$0.00	656
G806BL	ENH: ASTRO DIGITAL CAI OP APX	\$515.00	\$515.00	40.00%	\$206.00	\$309.00	\$309.00	681
GA01670AA	ADD: APX E5 CONTROL HEAD	\$572.00	\$572.00	40.00%	\$228.80	\$343.20	\$343.20	681
W22BA	ADD: STD PALM MICROPHONE APX	\$72.00	\$72.00	40.00%	\$28.80	\$43.20	\$43.20	471
G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$300.00	\$300.00	40.00%	\$120.00	\$180.00	\$180.00	656
HAD4007	ADD: 1/4 WAVE ROOF TOP 144-150.8	\$24.00	\$24.00	23.00%	\$5.52	\$18.48	\$18.48	656
HAF4013	ADD: ANT 3DB LOW- PROFILE 762-870	\$43.00	\$43.00	23.00%	\$9.89	\$33.11	\$33.11	656
		TOTAL	\$9,230.00			TOTAL	\$5,229.39	



PRICING SUMMARY								
Item Number	Description	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC
APX™ 8500	ADDITIONAL OPTIONS							
G996AS	ENH: OVER THE AIR PROVISIONING	\$100.00	\$100.00	40.00%	\$40.00	\$60.00	\$60.00	656
G387AD	ADD: MULITCAST VOTING SCAN	\$200.00	\$200.00	40.00%	\$80.00	\$120.00	\$120.00	656
QA00631AB	ADD: DVRS PSU ACTIVATION	\$100.00	\$100.00	40.00%	\$40.00	\$60.00	\$60.00	655
QA03399AA	ADD: ENHANCED DATA APX	\$150.00	\$150.00	40.00%	\$60.00	\$90.00	\$90.00	656
GA00982AA	ADD: SITE SELECTABLE ALERT FOR P25 TRUNKING	\$150.00	\$150.00	40.00%	\$60.00	\$90.00	\$90.00	656
H02AK	ENH: STUN/KILL	\$75.00	\$75.00	40.00%	\$30.00	\$45.00	\$45.00	481
GA09000AA	ADD: DIGITAL TONE SIGNALING	\$150.00	\$150.00	40.00%	\$60.00	\$90.00	\$90.00	656
APX™ 6500 / Enhanced Series	STANDARD FEATURE SET SINGLE BAND MOBILE							
M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	\$2,738.00	\$2,738.00	40.00%	\$1,095.20	\$1,642.80	\$1,642.80	527
G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	\$799.00	\$799.00	40.00%	\$319.60	\$479.40	\$479.40	656
G831AD	ADD: SPKR 15W WATER RESISTANT	\$60.00	\$60.00	40.00%	\$24.00	\$36.00	\$36.00	656
GA01305AA	ADD:L1 GLONAS GPS ANTENNA	\$60.00	\$60.00	40.00%	\$24.00	\$36.00	\$36.00	656
GA00580AA	ADD: TDMA OPERATION	\$450.00	\$450.00	40.00%	\$180.00	\$270.00	\$270.00	656



PRICING SUMMARY								
Item Number	Description	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC
G66BJ	ADD: DASH MOUNT E5 APXM	\$125.00	\$125.00	40.00%	\$50.00	\$75.00	\$75.00	656
G51AU	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$1,200.00	40.00%	\$480.00	\$720.00	\$720.00	527
GA05100AA	AD: STD WARRANTY	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	185
G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$740.00	40.00%	\$296.00	\$444.00	\$444.00	656
G444AH	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	40.00%	\$0.00	\$0.00	\$0.00	656
G806BL	ENH: ASTRO DIGITAL CAI OP APX	\$515.00	\$515.00	40.00%	\$206.00	\$309.00	\$309.00	681
GA01670AA	ADD: APX E5 CONTROL HEAD	\$572.00	\$572.00	40.00%	\$228.80	\$343.20	\$343.20	681
W22BA	ADD: STD PALM MICROPHONE APX	\$72.00	\$72.00	40.00%	\$28.80	\$43.20	\$43.20	471
G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$300.00	\$300.00	40.00%	\$120.00	\$180.00	\$180.00	656
HAF4013	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$43.00	23.00%	\$9.89	\$33.11	\$33.11	656
		TOTAL	\$7,674.00		TOTAL		\$4,611.71	
APX™ 6500 / Enhanced Series	ADDITIONAL OPTIONS							
G996AS	ENH: OVER THE AIR PROVISIONING	\$100.00	\$100.00	28.00%	\$28.00	\$72.00	\$72.00	656



PRICING SUMMARY								
Item Number	Description	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC
G387AD	ADD: MULITCAST VOTING SCAN	\$200.00	\$200.00	28.00%	\$56.00	\$144.00	\$144.00	656
QA00631AB	ADD: DVRS PSU ACTIVATION	\$100.00	\$100.00	28.00%	\$28.00	\$72.00	\$72.00	655
QA03399AA	ADD: ENHANCED DATA APX	\$150.00	\$150.00	28.00%	\$42.00	\$108.00	\$108.00	656
GA00982AA	ADD: SITE SELECTABLE ALERT FOR P25 TRUNKING	\$150.00	\$150.00	28.00%	\$42.00	\$108.00	\$108.00	656
H02AK	ENH: STUN/KILL	\$75.00	\$75.00	28.00%	\$21.00	\$54.00	\$54.00	481
GA09000AA	ADD: DIGITAL TONE SIGNALING	\$150.00	\$150.00	28.00%	\$42.00	\$108.00	\$108.00	656

1.2.2 MWCOG APC Discounts

Motorola Solutions is offering a 40% discount off our APX line of mobile and portable radios and a 25% discount off our APX Next radios, based on a cumulative purchase of 2,500 radios in the first year the contract is in effect. Accessories will be discounted by 23%. Discounts will be by APC code (an APC discount table is attached) off the current product list price. At the end of the first year, Motorola Solutions proposes meeting at an executive level with MWCOG to review the purchase volume annually, including renewal years, and may adjust discounts based on actual volumes.

MWCOG APC DISCOUNTS		
APC	Product Description	Discount
755	APX6000	40%
652	APX6500	40%
481	APX 6000	40%
570	DVRS	15%



MWCOG APC DISCOUNTS		
APC	Product Description	Discount
818	Mobile	40%
579	APX 8000	40%
681	APX 8500	40%
437	APX Next	25%
176	APX Next	25%
523	APX Next	25%
723	APX Next Applications	0%
724	APX Next Applications	0%
727	APX Next Applications	0%
332	Conv Flashport Subscr	0%
430	Flashport SW Upgrade	0%
305	APX4000	40%
571	Astro Subs Drop Ship	15%
526	Astro Spectra Plus	40%
527	APX 6500 Mobile	40%
581	APX 8000XE	40%
673	APX 8000H	40%
466	APX 1500	40%
470	Portable	40%
471	APX4500	40%



MWCOC APC DISCOUNTS		
APC	Product Description	Discount
756	APX6000XE	40%
837	APX 1000	40%
201	KVL II	40%
462	KLV 3000	40%
426	APX4000	40%
536	APX Covert Portable	40%
271	Carry Cases	23%
706	Mobile Console Accessories	23%
372	Speaker Microphones	23%
785	Chargers Reconditioners	23%
554	Mobile Antennas	23%
555	Misc Accessories	23%
742	Portable Audio Accessories	23%
453	CGISS Batteries	23%
187	Portable Accessories Drop Ship	23%
189	Mobile Accessories	23%
291	Mobile Drop Ship	23%
505	Call Box	23%
476	Schaumburg DC Accessories	23%



1.3 EXCEPTIONS AND CLARIFICATIONS

I. Summary

Duration:

Three (3)-years with two (2) options to renew for three (3) additional years each

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions proposes an annual review of the contract purchasing volumes, including at the 3-year renewal periods. Based on the actual number of radios purchased, the proposed discounts may be adjusted.

II. Introduction

II.E This RFP is open to Agencies both in and outside of the COG region and includes a Rider Clause (Attachment F) that allows those Agencies to use this procurement or the resulting contract to make purchases in accordance with their own policies.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions proposes this contract be open to state and local government agencies within Virginia, Maryland, and the District of Columbia.

III. Proposal Instructions

III.C.5 Proof of insurance, in the form of an ACORD Form 25 must be provided as per the Terms and Conditions (Attachment G).

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions proposes this contract be open to state and local government agencies within Virginia, Maryland, and the District of Columbia.

IV. General Conditions

IV.D.7 If the Proposer cannot meet the delivery requirement, either standard or expedited, each Participating Agency reserves the right to obtain the product from another source. The extra cost of procuring the product may be charged to the Proposer and deducted from any monies due or which may become due from the Participating Agency.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

If there is a failure to deliver the product to Customer as provided under the contract, and the Customer is the non-defaulting party, and must purchase products through a third party, the Customer may, as its exclusive remedy, recover from Motorola Solutions reasonable costs incurred to purchase the product to a capability not exceeding that specified in the contract, less the unpaid portion of the Contract Price. The Customer agrees to use its best efforts to mitigate such costs and to provide Motorola Solutions with detailed invoices substantiating the charges.

IV.D.8 Further, if the Proposer is unable to meet the delivery requirement and supply the requested product within the designated time due to factory delay, strike, or any unforeseen circumstances, the Proposer must notify the ordering Participating Agency's representative of the delay and the anticipated delivery date. Failure to comply with this requirement will result in a poor performance rating, which will be considered in subsequent awards or renewals, and could result in the termination of the contract.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

If there is a failure to deliver the product to Customer as provided under the contract, and the Customer is the non-defaulting party, and must purchase products through a third party, the Customer may, as its exclusive remedy, recover from Motorola Solutions reasonable costs incurred to purchase the product to a capability not exceeding that specified in the contract, less the unpaid portion of the Contract Price. The Customer agrees to use its best efforts to mitigate such costs and to provide Motorola Solutions with detailed invoices substantiating the charges.

IV.E All Participating Agencies are responsible for inspecting all shipments and accepting them. Any damaged shipments shall be replaced solely at the Proposer's expense. This shall include pick-up of damaged product and delivery of replacement product. Replacement product shall be delivered within three (3) business days from receipt of notification of damage.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

All participating Agencies are responsible for inspecting all shipments and accepting them. Any damaged shipments shall be replaced solely at the Proposer's expense. This shall include pick-up of damaged product and delivery of replacement product. Replacement product shall be delivered within twenty (20) business days from receipt of notification of damage.

V. Prices / Billing

V.B For each subsequent year on the contract, the Contractor shall notify the Participating Agency at least forty-five (45) days prior to any increase taking effect and submit a request for a price increase by furnishing bona-fide manufacturer's documents

or a price list reflecting the changes. Increases shall be limited to the actual cost increase to the Contractor.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions is submitting a fixed price bid based on the requirements of the bid specifications, as such the quantities are fixed. For any changes to price, quantities or additional services, Motorola Solutions and COG will agree in writing to an equitable adjustment in the Contract price.

VI. Cooperative Purchasing

VI.A COG, as an agent to the Participating Agencies, reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this RFP to other public and non-profit agencies. This is conditioned upon mutual agreement based on the attached Rider Clause (Attachment F) of all parties pursuant to special requirements which may be appended thereto.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions agrees to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this RFP to other State and Local government agencies within the states of Virginia, Maryland, and the District of Columbia. Any purchase of APX Next radios will require additional Terms and Conditions. This is conditioned upon mutual agreement based on the attached Rider Clause (Attachment F) of all parties pursuant to special requirements which may be appended thereto.

VIII. Contract Terms

VIII.A Any resulting contract(s) shall be with the Participating Agencies and shall run for an initial term of three (3) years, beginning November 1, 2020, with two (2) options to renew for three (3) additional years each.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions proposes an annual review of the contract purchasing volumes, including at the 3-year renewal periods. Based on the actual number of radios purchased, the proposed discounts may be adjusted.

VIII.B COG will notify the Contractor(s) of the intention to exercise the renewal options above least sixty (60) days prior to the end of the current contract.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions proposes an annual review of the contract purchasing volumes, including at the 3-year renewal periods. Based on the actual number of radios purchased, the proposed discounts may be adjusted.

VIII.C Contractor shall notify all Participating Agencies of any price increases which shall take effect in the next year at least forty-five (45) days prior to the end of the contract year (pursuant to Section IV.E above). Notification shall be in writing and shall identify the items, the new price, and the amount of increase specified as a percentage (%).

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions is submitting a fixed price bid based on the requirements of the bid specifications, as such the quantities are fixed. For any changes to price, quantities or additional services, Motorola Solutions and COG will agree in writing to an equitable adjustment in the Contract price.

XI. Specifications

XI.J The radio subscriber units shall be equipped to concurrently priority scan both conventional channels (at least 8) and trunked talkgroups (at least 8) in both clear and encrypted voice. The radio subscriber units shall also be equipped to concurrently scan between trunked talkgroups on compatible trunked systems in both clear and encrypted voice. Channel or trunked mode scanning shall be completed in the minimum time necessary to reliably deliver audio traffic to the radio subscriber. Proposers shall provide the maximum scan time required between trunking and conventional reception. The scan shall be a selectable priority which means that the transmitter channel or talkgroup selected by the user is configurable to be the priority channel or talkgroup.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Priority scan is not available when scanning between a conventional and trunked system.

XI.L Audible and Visual Signaling. The subscriber units shall support audible and visual signaling to and from subscriber units for functions as described below. Radio users shall also be able to select and unselect audible and visual signaling (i.e., surveillance, covert operations, etc.) or any or all of the default types of signaling described below. The mandatory default audible and visual signaling shall include the following standardized signals and the Proposers shall thoroughly define the nature and characteristics of each type of signaling scheme:

- Priority Scanning

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Priority scan is not available when scanning between a conventional and trunked system.

XI.O.33 All proposed subscriber radios shall be equipped to provide user-definable, priority scan functionality for all systems and channels programmed into the radio. Radio scan lists shall include at least twenty (20) members each. Any combination of talkgroups and conventional channels shall be definable in a scan list.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Priority scan is not available when scanning between a conventional and trunked system.

XI.Q.7.b Proposers are required to provide a comprehensive product roadmap (noting timetable of initial release through end of guaranteed Proposers supportability) for the proposed subscriber fleet defining the product life cycles of all major components and ancillary accessories.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

All APX subscribers offered in this response are relatively new and some of which have just been released as recently as several months ago. The APX radios listed in this response are currently manufactured and are not slated for cancelation at this time. Once Motorola Solutions does publish a cancelation notice, we will continue support that product for an additional five years.

Attachment A – Terms and Conditions

I. Amendment

This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this Contract. No amendment to this Contract shall be binding unless in writing and signed by the parties.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions submits an Addendum to these RFP terms and conditions, or a negotiated version thereof.

VIII. Indemnification

The Contractor shall protect, hold free and harmless, defend and indemnify MWCOG and its members including their officers, agents and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

The Contractor shall protect, hold free and harmless, defend and indemnify MWCOG and its members including their officers, authorized agents who are users of the equipment, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including reasonable attorney's fees) resulting from injury to, or death of, any person or damage to tangible property, which injury, death or damage arises out of Contractor's negligence or misconduct, in connection with the performance of the work or failure to perform its obligations under this Contract.

This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of MWCOG and/or members, their officers, agents and employees.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

This obligation of indemnification shall apply to any negligent acts or omissions, including acts or omissions of Contractor's authorized agents or employees; except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of MWCOG and/or members, their officers, agents and employees.

IX. Independent Contractor

- A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although MWCOG and/or members reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, MWCOG and/or members cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by MWCOG and/or members relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this Contract. Contractor is responsible for determining the appropriate means and manner of performing the work.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions will comply with MWCOC's reasonable requests which do not require additional cost or scope. Any additional cost or scope will have to be documented in a written change order or amendment, signed by both parties.

- B. Contractor represents and warrants that Contractor is not an employee of MWCOC and/or members, is not currently employed by the Federal Government, and is not an officer, employee or agent of MWCOC and/or members.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions complies with the clarification that Motorola Solutions is not an employee of the federal government. Motorola Solutions does contract with the federal government to perform work and provide communications products and solutions.

- D. Contractor agrees to immediately provide MWCOC and/or members notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without MWCOC's written consent, any obligation of MWCOC to indemnify Contractor for any actions under this Contract.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions will provide notice of claims applicable to the contract performance. Motorola Solutions' indemnification obligations will be set forth in the final contract.

X. Insurance Requirements

- I. Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination and civil rights violation claims. All such insurance shall name MWCOC, individual members, their employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with MWCOC and/or members prior to the time any services are rendered. Contractor shall maintain coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions' CGL policies do not include "discrimination or civil rights violation claims, and "include", vs. "name," MWCOG and/or individual members, their employees, and agents as additional insured.

- II. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with MWCOG and/or members to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the carrying out of this Contract. All such insurance shall name MWCOG and/or individual members, their employees, and agents as ADDITIONAL INSURED.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions' policies will "include", vs. "name", MWCOG and/or individual members, their employees, and agents as additional insured.

- IV. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to MWCOG and members involved in the contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions will provide notice to MWCOG. Motorola Solutions' policies do not contain this requirement for notice.

XI. Civil Rights Requirements - - 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332

XI.B.1 Race, Color, Creed, National Origin, Sec

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of this PROJECT. The CONTRACTOR agrees to

take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Funding requirements would need to be reviewed by Motorola Solutions in advance to ensure its ability comply.

XI.B.3 Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions complies with the clarifications that any funding requirements would need to be reviewed prior to Motorola Solutions ensuring that it is able to comply.

XII. Ownership of Documents and Materials

- A. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to MWCOG and/or members upon request and shall become and remain the exclusive property of MWCOG and/or members upon termination or completion of the services. These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. MWCOG and/or members shall be the owner for the purposes of copyright, patent or trademark registration.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions will comply with the exception that the following shall not apply because such content would violate Motorola Solutions' proprietary and Intellectual property rights. "These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. MWCOG and/or members shall be the owner for the purposes of copyright, patent or trademark registration."

- B. If the Contractor obtains or uses for purposes of this Contract, or subcontracts for any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to MWCOG and/or members of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with MWCOG and/or members.

MOTOROLA SOLUTIONS RESPONSE

Exception.

Motorola Solutions will comply with the exception that the following shall not apply because such content would violate Motorola Solutions' proprietary and Intellectual property rights.: "These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. MWCOG and/or members shall be the owner for the purposes of copyright, patent or trademark registration."

- C. The Contractor shall indemnify and save harmless MWCOG and/or members from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless MWCOG and/or members, their officers, agents, and employees with respect to any claim. Action, costs or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

MWCOG will not be charged for royalties; however, Motorola Solutions will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola Solutions or the Motorola Solutions Software ("Motorola Solutions Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola Solutions' duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola Solutions in writing of the Infringement Claim; Motorola Solutions having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola Solutions cooperation and, if requested by Motorola Solutions, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola Solutions' obligation to defend, and subject to the same conditions, Motorola

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

Motorola Solutions will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Solutions Product with any software, apparatus or device not furnished by Motorola Solutions; (b) the use of ancillary equipment or software not furnished by Motorola Solutions and that is attached to or used in connection with the Motorola Solutions Product; (c) Motorola Solutions 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 Solutions Product by a party other than Motorola Solutions; (e) use of the Motorola Solutions Product in a manner for which the Motorola Solutions 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 Solutions Software that is intended to correct the claimed infringement. In no event will Motorola Solutions' 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 Solutions from Customer from sales or license of the infringing Motorola Solutions Product.

XIV. Records

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions acknowledges that certain MWCOG or participating Agency(ies) representatives may have the right to inspect certain Motorola Solutions books and records directly pertinent to the contract for the purpose of verifying performance in accordance with the terms of the contract. After MWCOG or a participating Agency(ies) provides thirty (30) days' written notice, MWCOG or Agency may send a representative to a Motorola Solutions facility during normal business hours to conduct such review of such books and records, or at the request of MWCOG or a participating Agency(ies) Motorola Solutions will provide copies of the specific documents to MWCOG's location for its review. Motorola Solutions books and records provided to MWCOG or its participating Agency(ies) pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola Solutions. Under no circumstances will Motorola Solutions be required to create or maintain documents not kept in the ordinary course of Motorola Solutions' business operations, nor will Motorola Solutions be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola Solutions. Motorola Solutions is unable to guarantee or allow MWCOG or its participating Agency(ies) access to subcontractor books and records unless express permission and written consent, affording

subcontractor the same protections hereunder, is sought and obtained directly from the subcontractor.

- B. Contractor acknowledges and agrees that the MWCOG and/or members and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

MOTOROLA SOLUTIONS RESPONSE

Exception.

Motorola Solutions will comply with the exception that it will not be required to disclose its confidential or proprietary cost and pricing data, that is, its actual or raw cost information that is not disclosed to any customer(s).

XV. Remedies

- B. Set Off. MWCOG and/or members may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by MWCOG and/or members, their agents, employees of recipients of its services, by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.

MOTOROLA SOLUTIONS RESPONSE

Exception.

Motorola Solutions does not agree to pay for unspecified, unlimited or unknown "back-charges, penalties, or damages." "Satisfactory" and "satisfactorily" shall mean in accordance with the contract.

- C. Cumulative. All rights and remedies of MWCOG/ members and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the MWCOG and/or members by law.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

This provision should be mutual and apply for both parties.

XVIII. Subcontracting or Assignment

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Contract nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of MWCOG and/or members. MWCOG and/or members have the right to withhold such consent for any reason MWCOG and/or members deem appropriate.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions requests that consent not be unreasonably withheld as its pricing will depend on its subcontractor's proposal.

XIX. Survival

The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions' warranties will expire at the end of the designated Warranty Period in the final contract.

XX. Termination

- C. All finished or unfinished work provided by the Contractor shall, at MWCOG's and/or members option, become MWCOG's and/or member's property. MWCOG and/or members shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and MWCOG and/or members can affirmatively collect damages.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

The term "satisfactory" shall mean "in accordance with the contract."

XXII. Termination of Multi-Year Contract

- B. The effect of termination of the Contract hereunder will be to discharge both the Contractor and MWCOG and/or members from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. MWCOG and/or members shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

In lieu of "The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract.", the response should be the same for a termination for convenience. That is: "MWCOG and/or members will pay for all reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination."

XXIV. Whole Contract

This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Motorola Solutions included its Additional terms and conditions that will be required or negotiable with MWCOG and they will address subjects that MWCOG did not cover.

Attachment F – COG Cooperative Rider Clause

I. Format

- A. COG serves as the Lead Agency of this procurement and has included this Cooperative Rider Clause indicating its willingness to allow other public entities to participate in this procurement ("Participating Agency") pursuant to the following Terms and Conditions.

MOTOROLA SOLUTIONS RESPONSE

Comply with Clarification.

Participating agencies should be limited to state and local government agencies within Maryland, Virginia, and the District of Columbia, as well as volunteer fire agencies.

III. Other Conditions – Contract and Reporting

- E. Contractor must provide to COG a semi-annual administrative fee of three percent (3.0%) on all gross sales at the time of the semi-annual report submission due dates listed above.

MOTOROLA SOLUTIONS RESPONSE

Exception.

Motorola Solutions agrees to pay a 1% administrative fee.



SECTION 2

REQUIRED DOCUMENTATION


Motorola Solutions has provided the Required Documentation listed below on the following pages.

1. Attachment B: Proposer's Qualifications
2. Attachment C: Contact Information Form
3. Attachment D: Non-Collusion Affidavit
4. Attachment E: Proposer's Experience / References
5. Addendum to the Sale of Motorola Solutions Subscriber Radios



Attachment B: Proposer's Qualifications

1. NAME OF PROPOSER: Motorola Solutions, Inc.
 2. PERMANENT MAILING ADDRESS: 809 Pinnacle Drive Suite G, Linthicum Heights, MD 21090
 3. YEAR & STATE INCORPORATED: 1973 & Delaware
 4. DUN AND BRADSTREET D-U-N-S # 69373090
 5. HOW MANY YEARS HAVE YOU ENGAGED IN BUSINESS UNDER YOUR PRESENT FIRM?
NAME: Motorola Solutions, Inc. YEARS 92
 6. GENERAL CHARACTER OF WORK PERFORMED BY YOUR COMPANY:
Motorola Solutions manufactures mission critical public safety communications solutions and devices.
For this contract, we will manufacture and service the subscriber radios as detailed in our proposal.
 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ☐ YES ☒ NO
IF YES, WHY? _____

 8. ATTACH A LISTING BY PRODUCT LINE OF ALL MANUFACTURES FOR WHOM YOUR COMPANY IS AN AUTHORIZED DEALER/DISTRIBUTOR/RESALER. Motorola Solutions is the manufacturer.
 9. NAME OF BANKS WITH WHICH YOU DO BUSINESS:
JP Morgan, Deutsche Bank, Bank of America Merrill, Citigroup, Goldman Sachs, Bank of Tokyo, MUFG
BNP Paribas, HSBC, Lloyds Bank, Bank of China, Northern Trust, US Bank, Wells Fargo, Santander,
DBS (Singapore), Toronto Dominion (New York), Bank of Montreal Harris, Barclays, PNC, ICBC (China)
UniCredit, China Merchant Bank
 10. DO YOU GRANT THE AWARDING AUTHORITY PERMISSION TO CONTACT THIS (THESE) MANUFACTURES AND LENDING INSTITUTION(S)? ☒ YES ☐ NO
- By signing this form, you acknowledge compliance with all terms and conditions of this Proposal.
- Signature: 
- Name: Michael Leonard
- Date: October 2, 2020
- Title: MSSSI Territory Vice President

Attachment C: Contact Information Form

Proposer Company Name Motorola Solutions, Inc.

Contact for Proposal

Name Michael Leonard

Title Territory Vice President

Phone number (410) 712-4818

Email address michael.leonard@motorolasolutions.com

Sales Representative Contact

Name Mike Ciampaglia Tej Parikh

Title Senior Account Manager Account Manager

Phone number (410) 712-6216 (804) 495-7218

Email address mike.ciampaglia@motorolasolutions.com tej@motorolasolutions.com

Area covered: Maryland and DC Virginia ("all", or list)

Service/Support Representative Contact

Name Ryan Depp

Title Customer Support Manager

Phone number (301) 758-8059

Email address ryan.depp@motorolasolutions.com

Area covered: All ("all", or list)

Use additional sheet for more sales/support representatives

Attachment D: Non-Collusion Affidavit

DATE October 2, 2020

TO: Metropolitan Washington Council of Governments,
777 North Capitol Street, NE, Suite 300
Washington, DC 20002

To Whom It May Concern:

This is to certify that the undersigned PROPOSER has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive in connection with this Proposal submitted to the Metropolitan Washington Council of Governments.

In addition, the Proposer also certifies that they are in good standing and not on any debarred lists with any government Participating Agency including Local, Federal and State Governments.

RFP – 21-001 Subscriber Radios

Name of Proposer Motorola Solutions, Inc.

Signature

Michael Leonard, MSSSI Territory Vice President

Title of Authorized Representative

(Notary Seal)



Attachment E: Proposer's Experience/References

Name of Proposer Motorola Solutions, Inc.

REFERENCES are to be provided from three (3) other clients who are being or have been provided by the Proposer similar products, services and scope of work.

Complete contact information for each reference, including name, telephone number, mailing address and E-mail address, must be included with the Proposal.

A Proposer, which, in the sole judgment of the offeror, lacks sufficient specific experience, may be deemed non-responsible, and may not be considered for award of subsequent contract(s) by the Agencies.

1) Company Name Prince George's County Government

Contact Name Wayne McBride

Mail Address 17321 Melford Blvd, Bowie, MD 20715

Telephone Number (240) 832-0715 Email Address wmcbride@co.pg.md.us

2) Company Name Washington DC Office of Unified Communications

Contact Name Teddy Kavalieri

Mail Address 2720 Martin Luther King Jr Ave, SE, Washington, DC 20032

Telephone Number (202) 714-3701 Email Address teddy.kavalieri@dc.gov

3) Company Name Loudoun County Department of Information Technology

Contact Name Robert Burlingame

Mail Address 41975 Loudoun Center Pl, SW, Leesburg, VA 20177

Telephone Number (703) 777-0436 Email Address robert.burlingame@loudoun.gov

Addendum to the Sale of Motorola Subscriber Radios

Motorola Solutions, Inc. ("Motorola") agrees to sell to the Metropolitan Washington Council of Governments, acting Lead Agency on behalf of the Participating Agencies ("MWCOG") will purchase from Motorola the subscriber equipment or Products described in Motorola's Proposal in response to the MWCOG's RFP No. 21-001 (RFP). Motorola and MWCOG further agree to the following additional terms and conditions set forth in the RFP and Motorola's Proposal thereto. Notwithstanding any inconsistent terms and conditions contained in the RFP, Motorola and MWCOG further agree to the following terms and conditions:

1. PRICE, PAYMENT, TITLE AND RISK OF LOSS. Title and risk of loss to equipment or parts will pass to the Participating Agencies upon delivery of the shipment to the Participating Agencies' designated location(s). Title to software will not pass to MWCOG or Participating Agencies at any time.

2. WARRANTY

2.1. **Subscriber Warranty.** For one year from Acceptance of the radios or if applicable, upon installation, Motorola warrants that the equipment and parts under normal use and service are free from material defects in material and workmanship. These warranties do not apply to (i) defects or damage resulting from: use of the equipment, part, or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; or County's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship equipment or parts to the repair depot; (vi) scratches or other cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and (vii) normal or customary wear and tear. These express limited warranties are extended by Motorola to the County for its governmental use only, and are not assignable or transferable without Motorola's written consent. Motorola will (at its option and at no additional charge to County) repair the defective product, replace it with the same or equivalent product, or refund the price of the defective product during the Warranty Period. This action will be the full extent of Motorola's liability for a warranty claim. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts returned will become the property of Motorola.

2.2. **Motorola Software.** Motorola-owned Software will be warranted for ninety (90) days from the date of delivery of the Product (the "Warranty Period"). During the Warranty Period, Licensor warrants that the unmodified Software, when used properly and in accordance with 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 solely with reference to the Documentation. Licensor does not warrant that Licensees' use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Licensees' particular requirements. Any software owned by a third party ("Non-Motorola Software") is licensed to County in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Motorola the right to sublicense its software pursuant to the Software License Agreement, in which case the Software License Agreement applies and the owner will have all rights and protections under the Software License Agreement as the Licensor. Motorola makes no representations or warranties of any kind regarding Non-Motorola owned Software.

2.3. **THE WARRANTIES IN THIS AGREEMENT ARE THE COMPLETE WARRANTIES AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED; HOWEVER, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS DESCRIBED IN THIS AGREEMENT ARE INCLUDED. SOFTWARE COVERED BY THIS AGREEMENT IS A LICENSE AND NOT A SALE OF GOODS.**

3. SOFTWARE LICENSE AGREEMENT

3.1. Motorola (Licensor) will provide Products that contain embedded or pre-loaded proprietary software, or both to MWCOG and the Participating Agencies ("Licensees"). "Software" means the proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of the software, and may contain one or more items of software owned by a third party supplier ("Third Party Software"). 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 this information is provided) are collectively referred to as "Documentation." This Agreement contains the terms and conditions pursuant to which Licensor will license to Licensees, and Licensees may use, the Software and Documentation.

3.2. Subject to Section 3.1, Licensor hereby grants to Licensees a personal, non-transferable (except as permitted in Section 3.4 below), limited, and non-exclusive license under Licensor's applicable proprietary rights to use the Software and related Documentation for the purposes for which they were designed and in accordance with the terms and conditions of this Agreement. The license does not grant any rights to source code.

3.3. Licensees acknowledge that Licensor has made a considerable investment of resources in the development, marketing, and distribution of its proprietary Software and Documentation and that reasonable and appropriate limitations on Licensees' use of the Software and Documentation are necessary for Licensor to protect its investment, trade secrets, and valuable intellectual property rights concerning the Software and Documentation. Therefore, Licensees may use the Software only for Licensees' internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Licensees may not for any reason modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code, create derivative works from, adapt, translate, merge with other software, copy, reproduce, distribute, or export any Software or permit or encourage any third party to do so. Licensees must reproduce all copyright and trademark notices on all copies of the Software and Documentation.

3.4. Transfers. Licensees may not copy onto or transfer Software installed in one Product device onto another device. Notwithstanding the preceding sentence, Licensees may temporarily transfer Software installed on one device onto another if the original device is inoperable or malfunctioning, if Licensees provide written notice to Licensor of this temporary transfer and it is discontinued when the original device is returned to operation. Upon Licensor's written request, Licensees must provide to Licensor a written list of all Product devices in which the Software is installed and being used by Licensees. Licensees will not transfer Software to any third party without Licensor's prior written consent, which consent may be withheld in Licensor's reasonable discretion and which may be conditioned upon the transferee paying all applicable license fees and agreeing to be bound by this Agreement. Notwithstanding the preceding sentence, if Licensees transfer ownership of radio products to a third party, Licensees may assign their rights to use the Software embedded in or furnished for use with those radio Products if Licensees transfer all copies of the Software and the related Documentation to the transferee, and the transferee executes a transfer form to be provided by Licensor upon request (which form obligates the transferee to be bound by this License).

3.5. Ownership and Title. Title to Software will not pass to Licensees at any time but remains vested exclusively in the copyright owner. The copyright owner owns and retains all of its proprietary rights in any form concerning the Software and Documentation, including all rights in patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, and other intellectual properties (including any corrections, bug fixes, enhancements, updates, or modifications to or derivative works from the Software whether made by Licensor or another party, or any improvements that result from Licensor's processes or, if applicable, providing information services). Nothing in this Agreement is intended to restrict the proprietary rights of Licensor or to grant by implication or estoppel any proprietary rights. All intellectual property developed, originated, or prepared by Licensor in connection with providing to

Licensees Software, Products, or related services remain vested exclusively in Licensor, and this Agreement does not grant to Licensees any shared development rights of intellectual property.

3.6. **Term and Termination of this Software License.** Licensees' right to use the Software begins when this Agreement is mutually executed by both parties and will continue during the life of the products in which the Software is used, unless Licensees breach this Agreement, in which case it will be terminated immediately upon notice by Licensor. In addition to termination, Licensor will be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensees is an agency of the United States Government). Licensees acknowledge that its breach of this Agreement will result in irreparable harm to Licensor for which monetary damages would be inadequate. Within thirty (30) days after termination of this Agreement, Licensees must certify in writing to Licensor that all copies of the Software Documentation have been returned to Licensor or destroyed and are no longer in use by Licensees.

3.7. **Copyright Notices.** The existence of a copyright notice on the Software will not be construed as an admission or presumption that public disclosure of the Software or any trade secrets associated with the Software has occurred.

3.8. **Compliance with Laws.** Licensees will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensees will not, without the prior authorization of Licensor 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 will be a material breach of this Agreement, permitting immediate termination by Licensor.

3.9. **Assignment.** Licensor may subcontract any of its obligations under this Agreement, or encumber or sell any of its rights in any Software, without prior notice to or consent of Licensees.

4. PRESERVATION OF PROPRIETARY RIGHTS. Motorola, any copyright owner of Non-Motorola Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the Software License Agreement, the Agreement does not grant any right, title or interest in Motorola's proprietary rights, or a license under any Motorola patent or patent application.

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

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

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.

6. 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, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. 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 PRODUCTS, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability survives the expiration or termination of this Agreement.

7. NOTICES. Notices to Motorola should be sent to Motorola Solutions, Inc., Attn: Legal, Government Affairs and Corporate Governance, 500 West Monroe Street, 43rd Floor, Chicago, IL 60661.

The Parties hereby enter into this Addendum to the Agreement as of the date last signed below.

Motorola Solutions, Inc.

**Metropolitan Washington Council of
Governments, acting on behalf of the
Participating Agencies**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SECTION 3

ORGANIZATIONAL CAPACITY AND QUALIFICATIONS

3.1 MOTOROLA SOLUTIONS QUALIFICATIONS

At Motorola Solutions, Public Safety Communications is what we do.

Since 1928, Motorola Solutions has proudly served the public safety and government markets by providing reliable, mission-critical interoperable wireless communications systems, products, and services. Although many companies have entered and exited the market during our history, 92 years later, our focus is still on Public Safety.

Motorola Solutions has a history of public safety “firsts” including:

- Pioneered mobile communications in the 1930s with car radios and public safety networks.
- Made the equipment that carried the first words from the moon in 1969.
- In 1997, implemented the first statewide network in Michigan.
- First APCO Project 25 (P25) Phase 2 system acceptance—Apopka Florida, 2012.

At Motorola Solutions, we are dedicated to the mission of supporting public safety communications through the development of innovative technologies designed for one purpose: to assist public safety personnel and the communities they serve in the moments that matter.

3.1.1 Business Focus and Technical Expertise in Public Safety Communications

3.1.1.1 Research and Development Commitment

Over the years Motorola Solutions has demonstrated sustained commitment to the research and development of technology that is purpose-built for Police, Fire/EMS, correctional, and military users. Motorola Solutions spends over \$687M on R&D annually and we hold thousands of patents focused on mission-critical wireless technologies designed specifically for public safety communications and wireless data.

3.1.1.2 Design and Implementation Experience

Over many decades, Motorola Solutions has designed, built, deployed, and improved on our mission critical communications systems through lessons learned from the field.

MWCOG Agencies have spent considerable time and effort developing a plan to implement a modern, integrated wireless voice and data communications system for their first responders. For this reason, these agencies require the most trusted and experienced mission critical wireless communications systems company to successfully design and deliver infrastructure and radio subscribers for systems of this size, complexity, and importance.

3.1.1.3 Motorola Solutions' P25 Leadership

Motorola Solutions has implemented hundreds more Project 25 standards-based radio communications systems than all other companies combined nationwide and here in Virginia.

The requirements of a Project 25, standards-based system have been endorsed by government agencies across North America. These standards are the functions that the public safety industry has defined as essential to mission critical operations. Our proposed subscribers are fully compliant with all P25 standards which will protect the MWCOG agencies investments through the life of the product.

Since the inception of the APCO P25 initiative, Motorola Solutions has been actively engaged in the development of interoperability standards for digital radio systems. We implemented the very first P25 system in the United States for the State of Michigan in 2001. To date, we have over 1,100 P25 systems successfully staged, shipped, and accepted, with over 2.75 million P25 capable subscriber devices in use worldwide. We continue to support and participate in APCO's (TIA) development of P25 Phase 2 standards.

What's more, from our Radio System Infrastructure down to our individual subscriber units, Motorola Solutions views the P25 protocols not as an upper limit of performance (a ceiling), but as a common platform (a baseline). In many cases, our system, when coupled with our subscriber units, will exceed the requirements of P25 functionality.

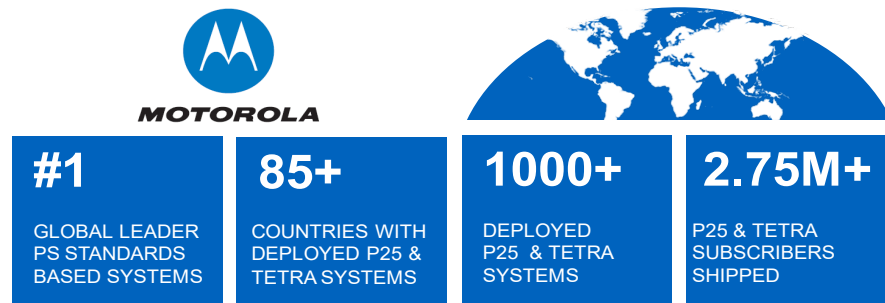


Figure 3-1: Motorola Solutions is a Global Leader in P25 Technology

3.1.2 Local Presence and Support

Motorola Solutions is proud to provide our customers with fast and efficient support for all aspects of their radio systems. We can provide MWCOG with ease-of-mind in knowing that a Motorola Solutions team is just around the corner ready to provide MWCOG with the support they need. Figure 3-2 provides a picture of Motorola Solutions local presence within the DC Capital Region.



Figure 3-2: Local Service Shops near and around the DC Capital Region

3.2 PROJECT TEAM ORGANIZATION

3.2.1 Post Implementation and Account Management Plan

Motorola Solutions' Customer Service Manager (CSM), Ryan Depp, will ensure that all services being delivered to MWCOC agencies are clearly defined, negotiated, implemented and delivered. The CSM will implement and monitor subscriber service activities, proactively engage additional resources, procedures and tools as required. The key role of the CSM is to help ensure MWCOC agencies are extremely satisfied that Motorola Solutions services successfully help achieve your goal of high reliability and maintainability of the fleet of subscribers through the warranty and any additional contracted service period.

The warranty and service plan for this proposal is provided in Section 5 of this proposal.

3.2.2 Account Management Plan

Motorola Solutions' Account Managers (AM), Mike Ciampaglia and Tej Parikh, will ensure that MWCOC agencies are continuously updated on all product updates and future roadmap technologies that relate to the subscriber deployment and existing infrastructure. The AMs will also attend the status meetings and be the point person for any interactions with the broader MWCOC organization outside of the project.

3.2.3 Team Resumes

3.2.3.1 Senior Account Manager – Mike Ciampaglia

SENIOR ACCOUNT MANAGER – MIKE CIAMPAGLIA	
SENIOR ACCOUNT MANAGER	<p>Motorola Solutions, Inc. 809 Pinnacle Drive, Suite G Linthicum Heights, MD 21090 Phone: (410) 712-6216 Email: mike.ciampaglia@motorolasolutions.com</p>
Date of Hire:	April 15, 1989
Motorola Solutions Professional Experience:	<p><i>July 2007 – Present</i> Senior Account Manager Generate sales and revenue growth by delivering Mission Critical solutions to First Responder government clients. Solutions include 911, CAD/RMS/JAIL, Two-Way Land Mobile Radio Networks, Crime Analysis Solutions and multi-year government service agreements. Consult with C-level representatives in Washington, DC, Prince George's and Montgomery Counties to work with their funding and budget cycles to deliver over \$300M of technology solutions. Utilize Salesforce.com to report on funnel growth and revenue forecasting.</p> <p><i>September 2005 – June 2007</i> System Manager Managed the operations and maintenance of the Howard County, MD 800MHz ASTRO Radio Network. System included 10 radio sites, 18 radio dispatch positions and several thousand subscriber units.</p> <p><i>June 1999 – September 2005</i> Project Manager Successfully managed the implementation and acceptance of the following networks:</p> <ul style="list-style-type: none"> • Howard County, MD – 800MHz ASTRO Radio Network • Anne Arundel County, MD – 800MHz ASTRO Radio Network • Washington, DC Wireless Area Radio Network (WARN) • Montgomery County, MD – Joint Mobile Data Network • BGE – SCADA Network <p><i>April 1989 – June 1999</i> Business Manager Managed pre-sale business team supporting the Systems Integration unit for my territory. Responsible for pricing and proposal processes. Led multiple cross-functional teams to deliver pricing and proposals for State and Local Customers.</p>
Education:	<p><i>University of Maryland College Park</i> B.S. – Mathematics</p>
Training, Certifications and Memberships	Masters Certificate of IT Project Management – George Washington University

3.2.3.2 Account Manager – Tej Parikh

ACCOUNT MANAGER – TEJ PARIKH	
ACCOUNT MANAGER	Motorola Solutions, Inc. 9370 Dogwood Garth Lane Mechanicsville, VA 23116 Phone: (804) 495-7218 Email: tej@motorolasolutions.com
Date of Hire:	July 1, 2013
Motorola Solutions Professional Experience:	<p>Experienced professional with a background in sales, engineering, and customer support.</p> <p><i>December 2016 – Present</i> Account Manager, Northern Virginia</p> <ul style="list-style-type: none"> Responsible for sales, strategic account planning and overall relationship management for Northern Virginia Government agencies. Developed comprehensive sales plan for each account covering the full portfolio of Motorola Solutions products and services. <p><i>July 2015 – December 2016</i> System Lifecycle Consultant, East Coast</p> <ul style="list-style-type: none"> Supported multiple territories with lifecycle strategy development for end users. Provided guidance on hardware and software roadmaps for long-term planning. <p><i>July 2013 – July 2015</i> Customer Support Manager</p> <ul style="list-style-type: none"> Supported Department of Defense Customers throughout the Mid-Atlantic with Motorola Solutions' lifecycle service products. Managed relationships with Motorola Solutions Service Centers and external partners responsible for delivering service products to end users.
Other Professional Experience:	<p><i>2010 – 2013</i> Wireless Communication, Inc., Arlington, VA</p> <ul style="list-style-type: none"> Responsible for consulting, developing proposals and selling two-way radio systems to government agencies and commercial business. Consistently met and exceeded margin and quota goals.
Education:	<p><i>University of North Carolina at Chapel Hill</i> Bachelor of Economics / 2003</p>
Training, Certifications and Memberships	<p>ETA International – Customer Service Specialist SI Field Academy – Motorola Solutions Critical Skills that Increase Customer Satisfaction – Dale Carnegie</p>

3.2.3.3 Customer Service Manager – Ryan Depp

CUSTOMER SERVICE MANAGER – RYAN DEPP	
CUSTOMER SERVICE MANAGER	<p>Motorola Solutions, Inc. 809 Pinnacle Drive, Suite G Linthicum Heights, MD 21090 Phone: (301) 758-8059 Email: ryand.depp@motorolasolutions.com</p>
Date of Hire:	November 1997
Motorola Solutions Professional Experience:	<p><i>July 2016 - Present</i> Customer Support Manager (CSM) – Virginia accounts focused in Northern and Central Virginia</p> <ul style="list-style-type: none"> • Provide excellent customer service and support to end users in Virginia. • Manage full suite of P25 radio system services for multiple city and county municipal accounts in Virginia. • Coordinate Case Management and Issue Resolution through (SSC) System Support Center. • Developed scope and costing of third party service pricing. • Worked with Sales with executing multi-year service agreements. • Developed support structure for integrated services. <p><i>September 2008 – June 2016</i> Customer Support Manager (CSM) – Nationwide Federal Accounts</p> <ul style="list-style-type: none"> • Managed Nationwide Federal Accounts including United States Capitol Police, Federal Bureau of Investigation, United States Secret Service, White House Communication Agency, Centers for Disease Control and Prevention, Federal Law Enforcement Training Centers, United States Coast Guard, and others. • Managed a large USCP contract with full suite of services with Sys Mgr, Sys Tech, SUA, etc. • Managed the 7.13 to 7.15 SUA II upgrade for the USCP M3 DSR 12 site 14-channel system from start to finish. • Managed nationwide USCG Rescue 21 Program. 4 Hour Restoral, \$4M+ fielded spares, 100+ Service Providers. Developed entire backend support after contract was awarded. Managed PnL for this program. • Brought CDC onto Federal Managed Zone Core. Largest hosted contract in Federal Space. Laid ground work for expansion with other CDC campus locations with additional turn-key services. • Developed respected relationships with customers by focusing on supporting the customer and their mission. • Negotiated with Service Providers, setting cost structure and terms for support for contracts. • Teamed on developing Service offerings on the DHS TacCom contract. 5-year \$3B IDIQ contract all DHS organizations are required to procure from. <p><i>September 1997 – September 2008</i> Progressive Positions – Federal Technical Center</p>

CUSTOMER SERVICE MANAGER – RYAN DEPP	
	<ul style="list-style-type: none"> Progressively increasing positions from initial Radio Bench Technician as a contractor through Technical Manager over two shifts with 50+ technicians. Managed 16k subscriber repair/upgrade program aggressively completed within a year with very high degree of quality service delivered. Exceeded Quality delivery goals year over year. Managed bringing technical staff into ISO certification. First service operation in Motorola Solutions to become ISO certified. Managed PnL and developed service products generating revenue. Started with FTC at \$2M operation that grew to \$13M+ business during 11-year tenure. Developed personnel for leadership structure within the FTC Technical Staff. Developed query tools for quality metrics reporting for the facility still in use today. Repaired subscriber equipment from Syntor X mobiles and HT100
Other Professional Experience:	<p><i>May 1997 - September 1997</i> Factory Test Technician – Augut Communications- Seattle, WA</p> <ul style="list-style-type: none"> Performed testing and alignment of various RF amplifiers for cable TV providers. Repaired failed RF amplifiers Work in Quality Control. <p><i>May 1992 - May 1997</i> Electronic Warfare Systems Specialist – United States Air Force- World Wide</p> <ul style="list-style-type: none"> Maintained Electronic Warfare Systems to include full range of test equipment from the flight line to back shop repairing to component level. Established a shop to support Electronic Warfare Systems for both Flight Line and Back Shop.
Education:	<p>Community College of the Air Force Associate in Applied Science Avionic Systems Technology – Feb 1996</p>
Training, Certifications and Memberships	<p>CET Customer Service Manager FCC General Class Radiotelephone License with Radar Endorsement Motorola Solutions Six Sigma Green Belt Program Motorola Solutions ASTRO Saber & ASTRO Spectra Motorola Solutions SMARTNET Systems</p>

3.3 COMPANY INFORMATION

3.3.1 Company Overview

Motorola Solutions is the global leader in providing mission-critical communication solutions, products, and services for public safety and government. Motorola Solutions' market leadership

in public safety communications provides all sorts of products—from complete infrastructure to applications solutions to two-way radios and mobile computing devices.

During our 92-year history, Motorola Solutions has proudly served the public safety and government markets by providing reliable mission-critical interoperable wireless communications systems, products, and services. Our 17,000+ employees worldwide are focused exclusively on our public safety, government, and enterprise customers. We have design centers around the globe that focus on human dynamics, functionality of products and systems, application development, and the improvement of advanced Internet Protocol (IP) platforms.

From the development of our first public safety two-way vehicular radio in 1931 to the advanced digital trunking networks deployed today, Motorola Solutions is very proud of our heritage and ability to provide mission-critical communications for our public safety customers. We will continue to provide the same level of performance to MWCOG and its agencies.



Figure 3-3: Motorola Solutions Innovation Timeline

3.3.1.1 Motorola Solutions at a Glance

TECHNOLOGY PLATFORMS



MISSION-CRITICAL
COMMUNICATIONS



COMMAND CENTER
SOFTWARE



VIDEO SECURITY &
ANALYTICS



MANAGED &
SUPPORT SERVICES

AWARDS

Fortune World's Most Admired
Companies, January 2020

Forbes America's Best Employers for
Diversity, 2020

Built In Chicago 100 Best Places to
Work in Chicago, 2020

Barron's 100 Most Sustainable
Companies, 2019

The Wall Street Journal Management
Top 250, November 2019

WayUp Top 100 Internship Programs,
August 2019

CHAIRMAN & CEO

Greg Brown

HEADQUARTERS

500 W. Monroe
Chicago IL USA

MEDIA CONTACT

Brittany Kelly | 224-246-3914
brittany.kelly@motorolasolutions.com



Figure 3-4: Motorola Solutions at a Glance

You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education, and public services.

Key Solutions

Radio Networks & Devices • System Integration • Site Development • Multi-Network • Interoperability • Managed & Support Services • Public Safety LTE • Networks & Devices • Smart Public Safety • Intelligent Applications • Cybersecurity • Industrial Internet of Things

3.3.2 Company Services

Motorola Solutions' heritage began with providing communications equipment to public safety customers. Over the years, we have utilized our innovation and experience across all of our business units to become the global leader in designing, manufacturing, and implementing standards-based public safety systems. We demonstrate this leadership with over 1,100 Association of Public Safety Communications Officials Project 25 (APCO P25) trunked and conventional systems, and Terrestrial Trunked Radio (TETRA) systems worldwide. We offer MWCOG the following advantages, unmatched by any other company:

- Industry-leading experience with P25 standards-based technology.
- Proven, resilient trunked simulcast technology using Linear Simulcast Modulation (LSM).
- Repeated success with large, complex land mobile radio projects.
- Proven implementation capability and long-term support.

The P25 capable technology proposed to MWCOG is based on the same hardware platform as that used in the most complex systems throughout the United States, allowing you to have confidence in the long-term stability of Motorola Solutions' solution and design.

SOLUTIONS FOR EVERY NEED

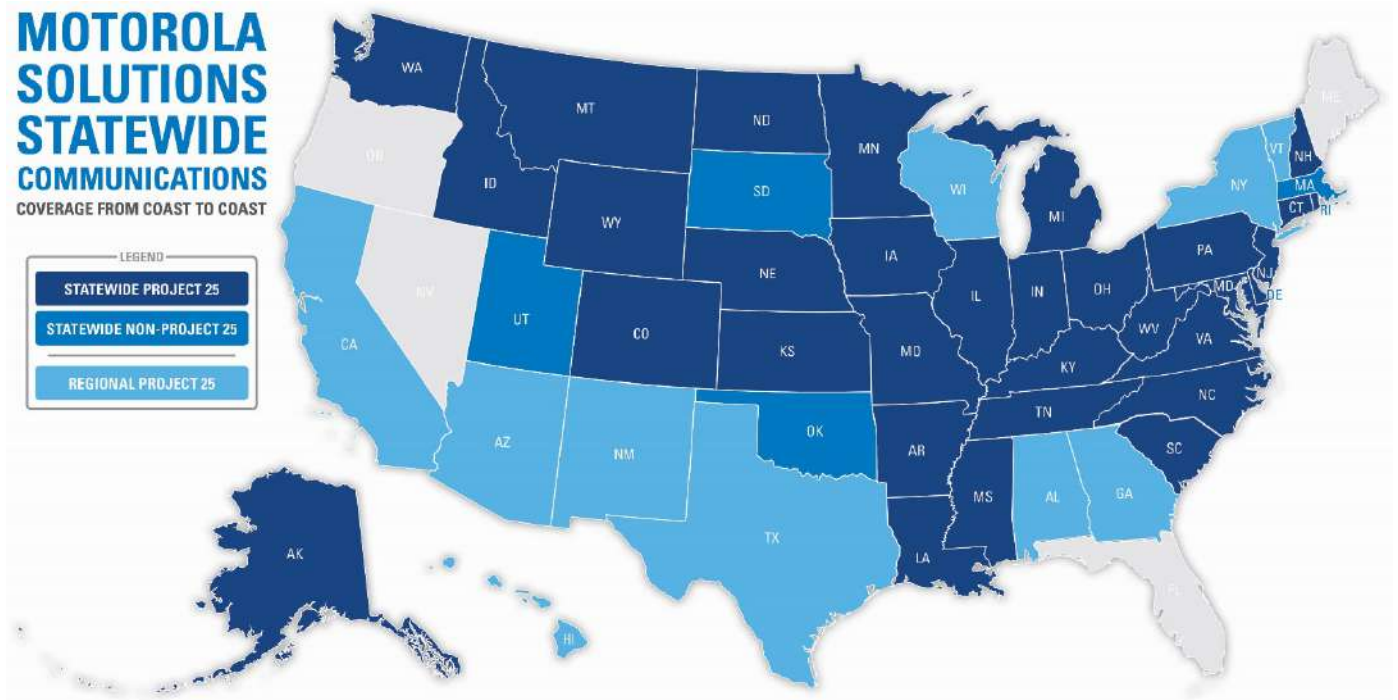
Wide-ranging solutions portfolio has the tools
you need to get the job done in any business.

Devices / Products	Systems & Networks	Apps, Software, & Technologies
<ul style="list-style-type: none"> • Police Cameras: <ul style="list-style-type: none"> • Body-Worn Cameras/Radios • In-Car Cameras • APX™ P25 Public Safety/Service Radios • MOTOTRBO™ Commercial Radios • Talkabout™ Consumer Radios • MCC 7100 & 7100 Dispatch Consoles • LTE Devices • Pagers • IMPRES™ Batteries & Chargers • Accessories for all Devices • EVX Series Two-way Radios • Vertex Standard Two-way Radios 	<ul style="list-style-type: none"> • ASTRO® 25 Project 25 Radio Systems • Analog Business Radio Systems • Dispatch Solutions • Public Safety LTE Broadband • MOTOTRBO™ Systems • Airbus Vesta 911 Dispatch Solutions • Digital Evidence Management Solution • Meet the Experts in Public Safety • Mobile Intelligence • Radio Rental • Smart Public Safety Beat • Smart Public Safety Solutions • Team Communications 	<ul style="list-style-type: none"> • App Download Center • PSX App Suite • Radio/Voice Apps • PremierOne™ Dispatch & Records Management Software Suite • Smart Public Safety Solutions • Industrial Internet of Things • WAVE™ PTT Work Group Communications
Integration & Services	Industries Served	
<ul style="list-style-type: none"> • Mission Critical Site Development • Network Implementation • Managed & Support Services: <ul style="list-style-type: none"> • Infrastructure • Cybersecurity • Devices • Training • Application 	<ul style="list-style-type: none"> • Education • Fire and Emergency • Medical Services • Healthcare • Hospitality 	<ul style="list-style-type: none"> • Law Enforcement • Manufacturing • Mining • National Government • Security • Oil and Gas • Retail • Transportation and Logistics • Utilities

Figure 3-5: Premier Service Provider Solutions

3.3.3 Peace of Mind with Motorola Solutions

Beyond the requirements, Motorola Solutions offers many benefits – both tangible and intangible – that make us the lowest-risk, best-value solution provider for MWCOG. From the first mobile radio, to spearheading technologies like Project 25 and LTE, to creating the advanced APX series of portable and mobile radios, we take pride in devising world-class solutions for our customers.



UNMATCHED EXPERIENCE, KNOWLEDGE, AND EXPERTISE – With more standards-based system implementations than all other vendors, Motorola Solutions is the most qualified partner to entrust with such a critical project.



LOCAL SERVICE PARTNER – Motorola Solutions' service organization and local service partners have successfully supported our mission-critical communications customers for over 100 years of combined experience.



LOCAL COMPREHENSIVE TRAINING – Motorola Solutions offers locally provided professional technical training that provides end users, supervisors and system managers the required proficiency in new equipment and technology (not proposed with this offering).



LOCAL PRESENCE – With a strong local presence, Motorola Solutions aim's to leverage our local personnel, partners and experience in providing MWCOC with timely, professional service.



SUPPORT, WHERE AND WHEN YOU NEED IT – We have teams of dedicated people ready to serve your communication needs, from designing a system to installing and servicing equipment to monitoring your system 24 x 7. Through our dedicated System Support Center, we monitor over 500 systems and 4,000 sites, providing customers with real-time information. When questions come up, we answer them quickly – 85% of all cases opened are closed the same day.



SECTION 4

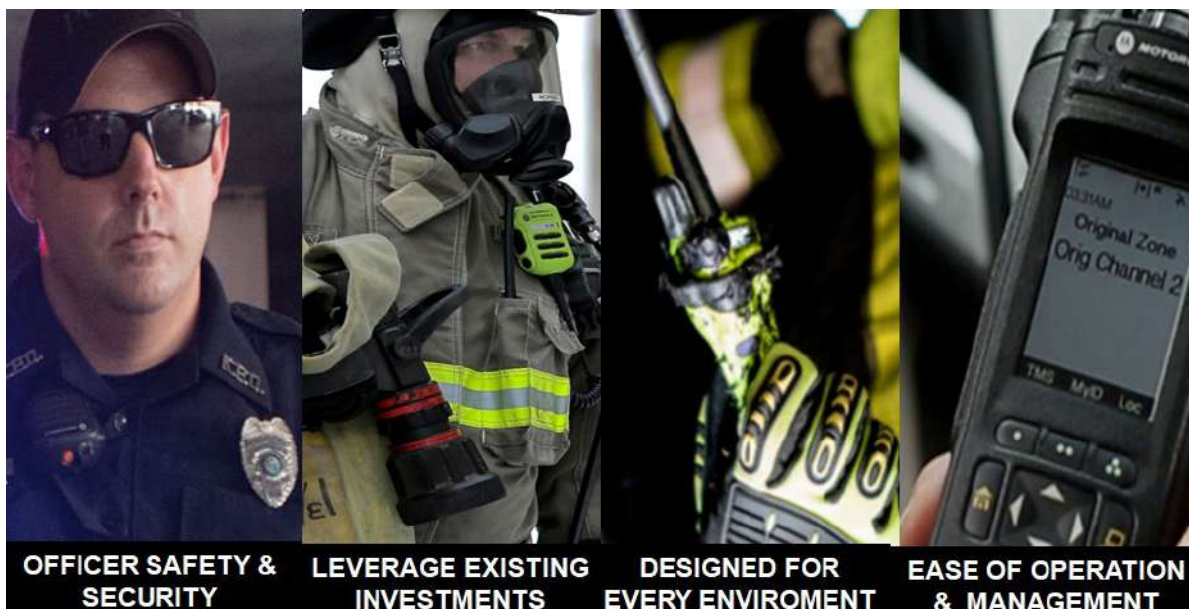
SUBSCRIBERS RADIO EQUIPMENT DESCRIPTION

4.1 PROJECT 25 (P25) USER RADIOS OVERVIEW

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 MWCOC'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 Motorola Solutions Project 16 analog trunking, SMARTNET, and SmartZone technologies.

Extreme Audio Profiles for Chaotic, High-Noise Environments

APX two-way radios possess intelligent 2- microphone noise reduction software and the latest AMBE vocoder technology used for audio to dynamically adjust for rapidly changing, high-noise environments. When combined with the microphones and speakers in our APX portables and control heads, these components and software enable the loudest, clearest two-way radio audio available.

Intuitive Audio-Visual Signaling to Increase Personnel Safety

Every APX radio includes auditory and visual alerts to improve user awareness and reduce response time. Digital Tone Signaling instantly alerts on/off duty responders of emergency events. Intelligent Lighting uses color alerts to notify users of the radio mode, potential emergencies, or specific events. These audio-visual alerting mechanisms can be configured on both a radio and a fleet basis, enabling each user and agency to customize audio, lighting, and tone alerts to meet their needs in specific work conditions.

Functions to Enable Easy Operation

The APX platform includes features to allow personnel to communicate quickly and easily in the midst of chaotic situations and extreme environments. Each radio can be configured to announce channels, talkgroups, and zones while the user navigates through the radio's available options—saving valuable time and eliminating the need for the user to look at the radio while operating it. All information associated with each contact in the radio can be consolidated into one unified call list, reducing the time needed to navigate the radio's software.

Easy Radio Programming

The APX platform includes easy-to-use Customer Programming Software (CPS), a Windows-based application with drag-and-drop, clone wizard, and programming over IP capabilities. This software drastically decreases the time needed to configure and update radio programming, and simplifies the addition of new software and future enhancements. All APX radios can be configured with Motorola Solutions' Programming Over P25 (POP25) over-the-air programming functionality, which enables radios to be programmed over the air via the ASTRO 25 system while remaining in the field without needing to be brought in from the field. POP25 functionality reduces the time, effort, and costs needed to update radio functionality by allowing radios' configuration to be accessed and updated over the air.

Rugged and Robust Testing Standards

APX radios undergo testing for extreme conditions and physical treatment to ensure that they will remain operational even years of wear and tear in the field. These tests include temperature shock, temperature cycling, drop, display impact, vibration, blowing rain, dust, salt

fog, UV exposure and Electro-Static discharge (ESD). The basic test procedures replicate those conducted by the military for field equipment, and APX radios exceed the applicable Military Specification 810 C, D, E, F, and G. Motorola Solutions has supplemented the MIL-STD testing process with an internal testing process that reuses the same test unit for all environmental tests, rather than 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 MWCOC'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 MWCOC'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 MWCOC'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 MWCOC's system through the ISSI interface, giving MWCOC greater control of user radios.

4.2 PROPOSED SUBSCRIBERS

4.2.1 Portable Subscribers

4.2.1.1 APX 6000 Portable Radio

Motorola Solutions designed the APX 6000 fourth generation P25 portable with direct input from first responders. Engineered with high performance technology and utilizing innovative designs, the APX 6000 provides users with an ergonomic and rugged device that delivers superior audio performance with real-time information in a smaller package. The APX 6000 is easy to use, allowing personnel to focus on their job at hand, rather than the technology. In addition, the APX 6000 equips first responders with the clearest audio of any Motorola Solutions portable on the market.

The APX 6000 is Motorola Solutions' fourth-generation, P25 Phase 2 capable portable radio, created specifically for public safety first responders who need to communicate on Project 25

Phase 2 systems. It offers outstanding performance in a compact, ruggedly reliable design, with the clearest audio of any Motorola Solutions portable on the market. With Wi-Fi access enables, the APX 6000 can to quickly receive new codeplugs, firmware, and software features, in order to redeploying the radio fleet with ease as users continue talking without interruption. The APX 6000 improves public safety and emergency response times by incorporating innovative technology and design features developed based on direct input from first responder radio users.

Some of the standard features and benefits of the APX 6000 include:

- **Improved Efficiency and Safety** – Supports Integrated Voice and Data (IV&D) capabilities to enhance the efficiency and safety of MWCOG’s users through various data applications (Over-the-Air Programming (POP25) and Text Messaging).
- **Advanced Audio Features Ensure Intelligibility in High-Noise Environments** – 3 Watt speaker deliver superior intelligibility by producing louder sound and more accurately reproducing voice transmissions. An adaptive audio engine and ultra-loud 3 Watt speaker enable the radio to automatically adjust to consistently produce the loudest and clearest audio in any environment. Dual-sided two-microphone noise-canceling technology ensures clear audio through noise suppression technology that locates the talker and cancels out any background noise in their environment. An AMBE digital voice vocoder provides unmatched speed and voice quality, while reducing costs by requiring less data, memory, and power consumption.
- **Discreet Communication between Radio Users** – Cutting-edge design features in a small size enable public safety radio users, such as police officers, with the ability to communicate with team members without being detected in dangerous situations. The T-Grip design offers a secure grip and easy handling. The full bitmap monochromatic LCD Top Displays allow users to quickly read messages at a glance, and a high-contrast color display screen ensures easy viewing in difficult lighting conditions or when viewing at an angle. The enhanced grooves of the Push-to-Talk (PTT) button allow users to easily locate by “touch”.
- **Rugged Design Features** – Heavy-duty design features provide additional durability. Because it meets Submersible IP68 standards with the option to upgrade to a rugged housing (2 meters, 2 hours), the APX 6000 will function 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.



Figure 4-1: APX 6000

The APX 6000 comes in three different base configurations, and can be further customized to meet the needs of MWCOG. These models include:

- Model 1.5 (Single-display and no keypad).
- Model 2.5 (Dual-display with limited keypad).
- Model 3.5 (Dual-display with full keypad).

Table 4-1: APX 6000 Features Matrix

APX 6000	Full Bitmap Monochromatic LCD Top Display	Full Bitmap Color LCD Display	Backlit Keypad with 3 Soft Keys	4-Direction Navigation Key	Home and Data Buttons	4x3 Keypad	Channel Capacity
Model 1.5	X						96
Model 2.5	X	X	X	X	X		1000

4.2.1.2 APX 8000 Portable Radio

The APX 8000 is Motorola Solutions' first all-band P25 portable radio, created specifically for mission-critical first responders who need to communicate across all frequency bands using the same device. It is a 4-in-1 radio that offers multi-band interoperability, with the clearest and loudest audio on the market as well as seamless Wi-Fi connectivity. With four RF bands and multi-mode system access, the APX 8000 enables radio users to communicate across 700 MHz, 800MHz, VHF and UHF Bands 1 and 2. The APX 8000 offers backward and forward compatibility (FDMA and TDMA) and integrated GPS for outdoor location tracking. Designed with mission-critical technology, the APX 8000 amplifies the public safety official's ability to keep the community safer than ever before.

With four RF bands and multi-mode system access, the APX 8000 knows no limits when it comes to interoperability. With Wi-Fi access, the APX 8000 can quickly receive new codeplugs, firmware, and software features in order to redeploy the radio fleet with ease as users continue talking without interruption.

Intuitively designed with a familiar look and feel, the compact APX 8000 is always comfortable to use, while the Adaptive Audio Engine and ultra-loud speaker bring clarity into every conversation. Some of the standard features and benefits of the APX 8000 are identified below:

- **All-Band Interoperability** – The APX 8000 offers four-band multi-mode interoperability with systems in 700 MHz, 800 MHz, VHF, and UHF frequency bands.
- **Enhanced Efficiency and Safety through the Seamless Integration of Voice and Data Capabilities** – Incorporating Wi-Fi, IV&D, and P25 data connectivity in one radio enables simultaneous voice and data radio transmission. Management and configuration of each radio becomes transparent, with new software or data upgrades occurring while the user continues to communicate via voice over the 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



Figure 4-2: APX 8000

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.

The APX 8000 comes in three different base configurations, and can be further customized to meet the needs of MWCOG. These models include:

- Model 1.5 (Top-display and no keypad).
- Model 2.5 (Dual-display with limited keypad).
- Model 3.5 (Dual-display with full keypad).

Table 4-2: APX 8000 Features Matrix

APX 8000	Full Bitmap Monochromatic LCD Top Display	Full Bitmap Color LCD Display	Backlit Keypad with 3 Soft Keys	4-Direction Navigation Key	Home and Data Buttons	4x3 Keypad	Channel Capacity
Model 1.5	X						1200
Model 2.5	X	X	X	X	X		3000
Model 3.5	X	X	X	X	X	X	3000

4.2.2 Mobile Subscribers

4.2.2.1 APX 6500 Enhanced Mobile Radio

Motorola Solutions' APX 6500 Enhanced mobile radio offers a flexible, mission-critical platform that brings reliable communications anywhere MWCOG's operation requires. With a lighter and more compact form factor that works within a variety of vehicle ecosystems, the APX 6500 Enhanced supports multiple configuration options and advanced safety applications directly from the field, such as ViQi Virtual Partner, SmartConnect, and GPS location tracking. These features allow field personnel to stay in command of an incident and respond safely and efficiently with updated intelligence.



Figure 4-3: APX 6500

The APX 6500 Enhanced mobile is built to evolve alongside MWCOG's personnel as new features and functionalities become available and operational needs change. This includes Wi-Fi support and connection to LTE routers for faster software updates.

- The APX 6500 Enhanced mobile radio offers the following key benefits:
- **Easy Installation** – Streamlines installation and reduces cost with a smaller footprint and, if necessary, the reuse of trunnions.
- **SmartConnect Integration** – Offers automatic switchover to Wi-Fi (with configuration to Wi-Fi hotspot and an LTE router in the vehicle) when out of range of LMR coverage. This SmartConnect integration extends public safety communications over carrier networks when in areas such as remote areas and municipalities.
- **ViQi Virtual Partner Integration** – Provides vital public safety information via voice using this cloud-based service. With a single button press and simple audio prompt, personnel can

use natural language to run a license plate or driver's license, and search for vehicles with matching vehicle identification numbers from the field without disruption. ViQi Virtual Partner is accessed with the keypad microphone or O3 control head via a programmable button, if applicable.

- **CommandCentral Integration** – Integrates CommandCentral Aware suite capabilities, such as Impact Detection, to trigger an alert in the event of a vehicle crash and allow dispatch personnel to respond immediately as new developments occur.
- **P25 and Legacy Interoperability** – Unifies coordination and communication across different systems with P25 and legacy interoperability, supporting 700/800 MHz, VHF, UHF R1 frequency bands, and compatible with P25 Phase 1 and Phase 2 infrastructure.
- **Multiple Control Head Options** – Supports flexible configuration based on specific needs, with multiple control head options and different wired locations. The APX 6500 Enhanced mobile is compatible with the O2, O3, O5, and O7 control heads, as well as the E5 control head.

The APX 6500 Enhanced mobile is also compatible with the following advanced features and data applications: AES/DES Encryption, Programming over Project 25 (POP25), Text Messaging Over-the-Air Rekeying (OTAR), 12 character RF ID asset tracking, Dual Radio capabilities, Tactical OTAR, and motorcycle mounting capabilities.

4.2.2.2 APX 8500 Mobile Radio

The APX 8500 is Motorola Solutions' first all-band P25 mobile radio, created specifically for mission-critical first responders, who need to communicate across all frequency bands using the same device. It is a 4-in-1 radio that offers four RF bands and multi-mode system access. The APX 8500 enables radio users to communicate across 700 MHz, 800MHz, VHF and UHF Bands 1 and 2. Designed with mission-critical technology, the APX 8500 amplifies a radio user with the ability to keep the community safer than ever before.



Figure 4-4: APX 8500

With four RF bands and multi-mode system access, the APX 8500 knows no limits when it comes to interoperability. Some of its standard features and benefits are identified below:

- **All-Band Interoperability** – The APX 8500 offers four-band multi-mode interoperability with systems in 700 MHz, 800 MHz, VHF, and UHF frequency bands.
- **Multiple Control Head Options** – The APX 8500 mobile radio can be controlled by multiple control heads, with four different wired locations. There are five control heads available for the APX 8500: the O2 Rugged Control Head, O3 Handheld Control Head, O5 Standard Control Head, O7 Enhanced Control Head, and O9 Integrated Control Head. Dual control head support is offered for the O2, O5, and O7 control heads.
- **Easy to Install** – The APX 8500's Mid-Power Model has been designed to fit into any existing Motorola Solutions XTL footprint, so no further installation is necessary. The High-Power Model has been designed with a trunion design that secures the mobile while enabling it to be removed without also removing connecting cables.

- **Meet Radio Users' Needs** – The APX 8500 is compatible with the following optional advanced features and data applications: Programming over Project 25 (POP25), Text Messaging, Over the Air Rekeying (OTAR), 12 character RF ID asset tracking, Tactical OTAR Siren and Light Interface Module, and Enhanced Encryption Software Options.

4.3 CONCLUSION AND PRODUCT LITERATURE

Motorola Solutions has picked out the above referenced portable and mobile radios for MWCOG to offer its users the “best in class” subscribers in the field of public safety. We have examined the requirements and find that the APX 6000 & 6000XE, APX 8000 & 8000XE, APX 6500 and APX 8500 will best fit the needs of all MWCOG’s users. Please also see the Product Literature on the subscribers provided in the Catalog Document.



SECTION 5

WARRANTY AND SERVICE AGREEMENT

You rely on your two-way radios for your critical communications in the field. In these demanding environments, accidents can happen. Motorola Solutions' Device Management Services helps protect your subscriber radios from the unexpected with priority support and fast turnaround times. We have provided our Management and Support Services for APX Two-Way Radios Brochure in the Catalog Document.

5.1 WARRANTY

Device Management Services (DMS) – Essential is offered as Motorola Solutions warranty and is included for 1 year from time of purchase for each APX™ subscriber.

The DMS Warranty Service consists of the following specific services:

- Technical Support
- Hardware Repair

The following sections describe the services included with DMS Essential.

5.1.1 Technical Support

Motorola Solutions Technical Support personnel will be available to assist with any questions, issues, or problems related to user radios. Technical Support personnel apply leading industry standards in recording, monitoring, escalating, and reporting technical support calls to provide the support needed to resolve issues quickly.

5.1.2 Hardware Repair

Hardware Repair provides repair services for user radios damaged by manufacturing defects and normal wear and tear. Repairs are provided by Motorola Solutions, or an authorized Motorola Solutions service repair center, for the length of the contract. The service center tests, repairs, and restores the user radio to original factory specifications. Repair may include updating the user radio's Operating System (OS) software to the latest version supported by the user radio.

The Hardware Repair service adheres to a proven process of analysis and restoration, and the work is backed by a 90-day warranty. User radios covered under this service also receive higher service priority at the repair depot, resulting in quicker repair times.

What you get	Why it's important
Factory-trained technicians	No need to invest in headcount to support your radios or extensive training to keep them current and certified on the latest technology.



What you get	Why it's important
State-of-the-art diagnostic equipment	No need to invest hundreds of thousands of dollars in sophisticated test and repair equipment.
Motorola Solutions replacement parts	All repairs are returned to original factory specifications by using parts specifically designed for your radios.
Quality repair; upgraded to latest firmware	Timely and accurate diagnosis and repair assures that all equipment you send to us is reprogrammed to original operating parameters and upgraded to latest firmware.
90-Day Repair Warranty	We guarantee that your repairs will be done right.
Quick turnaround time	Strict commitment to published cycle times means you will know when your equipment will be repaired and returned to you.
Easy to use	Log on to Motorola Solutions OnLine (MOL) to submit repair request, check repair status, and quickly check status of your radios.

5.2 SERVICE AGREEMENT

Motorola Solutions is offering additional post warranty support, protecting the subscriber investment, with two optional coverages.

5.2.1 DMS Essential – Optional

As an option, the DMS Essential can be extended beyond the included 1-year warranty. By continuing coverage past the included warranty, Motorola Solutions will continue to provide access to technical support teams and resources for troubleshooting and maintenance, Motorola Solutions proposes the Essential tier of our Device Management Services (DMS Essential) for APX™ user radios.

5.2.2 DMS Essential with Accidental Damage – Optional

As an additional option, Motorola Solutions offers a further protection against accidental damage of the subscriber radio WITH Hardware Repair with Accidental Damage. This option provides for improved budgeting by knowing the cost for the support without the unexpected costs for accidental damages.

5.2.2.1 Hardware Repair with Accidental Damage

Hardware Repair with Accidental Damage provides repair services for user radios damaged by accidents, manufacturing defects, and normal wear and tear. This coverage includes liquid damage, accidental display breakage, broken housing, damaged buttons, or damage to other components that are integral to the user radio.

The Hardware Repair with Accidental Damage service adheres to a proven process of analysis and restoration, and the work is backed by a 90-day warranty. User radios covered under this service also receive higher service priority at the repair depot, resulting in quicker repair times.

Repairs are provided by Motorola Solutions, or an authorized Motorola Solutions service repair center, for the length of the contract. The service center repairs and tests all damaged

components, and restores the user radio to original factory specifications. Repair may include updating the user radio's Operating System (OS) software to the latest version supported by the user radio.

5.2.3 Our Difference: Motorola Solutions Subscriber Repair Depots

Motorola Solutions Subscriber Repair service is provided by our centralized Motorola Solutions Depots, making it easy and cost effective for you to maintain, repair, and keep your fleet of subscriber radios operating at peak performance and ready for action. Managing the in-house repair and maintenance of your subscriber radios takes a dedicated staff of technicians, as well as ongoing investment in diagnostic equipment, repair tools, and the technical training to keep your staff up to speed on the latest technology. Motorola Solutions maintains a subscriber depot local to MWCOG, located in Lanham, Maryland just outside the DC beltway.

The Motorola Solutions Depots are responsible for all repairs, assuring your subscriber radios are restored, and returned to Motorola Solutions factory specifications, using only Motorola Solutions- manufactured replacement parts. Our experienced, highly trained and certified repair technicians perform thousands of repairs each week. Defined case and escalation management procedures ensure that continuously measured and management-reviewed quality, cycle-time, and service-level metrics are met. We are so confident of our repair quality that we provide a 90-day warranty on all repairs

5.3 MYVIEW PORTAL ACCESS

MyView Portal is a tool available for customers to track order, RMA, and tech support ticket status, and serves as a consolidated download site for software and documentation.

Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view the Customer's data.
- Provide MyView Portal technical support to answer end user questions between the hours of 7am to 7pm CST Monday through Friday, excluding US holidays. In addition the Customer may send email to portal.support@motorolasolutions.com to address any portal specific questions or concerns.
- Keep the site updated with the latest Customer information.
- Motorola Solutions' Customer Support Manager ("CSM") will assist the Customer in establishing a MyView Portal account.

Customer Responsibilities

- Create a MyView Portal account if the Customer does not have an existing account.
- During the DMS Essential onboarding process, provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Protect login information against unauthorized use.
- Work with Motorola Solutions' CSM to update information as needed.