



# METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS (MWCOCG)

SUBSCRIBER RADIOS

OCTOBER 2, 2020

**BID RESPONSE**  
**RFP NO. 21-001**

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Linthicum Heights, MD 21090

Telephone: +1 410.712.6200  
Fax: +1 410.712.4994

October 2, 2020

Metropolitan Washington Council of Governments (MWCOG)  
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 (MWCOG) 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 MWCOG. 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 MWCOG 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 MWCOG 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
		<b>OPTIONS -</b>	
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
		<b>OPTIONS -</b>	
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
		<b>OPTIONS -</b>	
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
		<b>OPTIONS -</b>	
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)**

**Acknowledgement**

Addendum #1 - September 25, 2020

YES X NO \_\_\_\_\_

Addendum #2

YES \_\_\_\_\_ NO \_\_\_\_\_

Addendum #3

YES \_\_\_\_\_ NO \_\_\_\_\_

Others \_\_\_\_\_

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 Leonard

COMPANY: Motorola Solutions, Inc.

ADDRESS: 809 Pinnacle Drive, Suite G, Linthicum Heights, MD 21090

TELEPHONE: (410) 712-48-18

EMAIL: 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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Motorola Solutions, Inc. Attn Karen Napier 500 West Monroe Chicago IL 60661 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	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:			

Holder Identifier :

**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 are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY 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	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)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
B	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/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			FSCE02000661	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>

Certificate No : 570082412681

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>Motorola Solutions, Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> <b>C Corporation</b></p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> 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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <b>5</b></p> <p>Exemption from FATCA reporting code (if any) <b>D</b></p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>500 W. Monroe Street</b></p> <p><b>6</b> City, state, and ZIP code  <b>Chicago, IL 60661</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

### 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													
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3	6	-	1										
1	1	5	8										
0	0	0	0										

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>1/6/2020</u>
------------------	----------------------------	------------------------

### 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](http://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](http://www.motorolasolutions.com)

# INVOICE

Page 1 of 1

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  
 Sales Order Number: 00000000000000

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

### 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>

### Payment Coupon

Invoice Total	Amount Paid
\$1.00	

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



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
<b>APX™ 8000 Series</b>	<b>STANDARD FEATURE SET DUAL BAND PORTABLE</b>							
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
		<b>TOTAL</b>	<b>\$10,472.00</b>			<b>TOTAL</b>	<b>\$6,106.00</b>	
<b>APX™ 8000 Series</b>	<b>ADDITIONAL OPTIONS</b>							
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
<b>APX™ 6000 Series</b>	<b>STANDARD FEATURE SET SINGLE BAND PROTABLE</b>							

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
		<b>TOTAL</b>	<b>\$8,013.00</b>			<b>TOTAL</b>	<b>\$4,913.03</b>	

PRICING SUMMARY								
Item Number	Description	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC
<b>APX™ 6000 Series</b>	<b>ADDITIONAL OPTIONS</b>							
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
<b>APX™ 8500</b>	<b>STANDARD FEATURE SET DUAL BAND MOBILE</b>							
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
		<b>TOTAL</b>	<b>\$9,230.00</b>			<b>TOTAL</b>	<b>\$5,229.39</b>	



PRICING SUMMARY								
Item Number	Description	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC
<b>APX™ 8500</b>	<b>ADDITIONAL OPTIONS</b>							
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
<b>APX™ 6500 / Enhanced Series</b>	<b>STANDARD FEATURE SET SINGLE BAND MOBILE</b>							
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
		<b>TOTAL</b>	<b>\$7,674.00</b>		<b>TOTAL</b>		<b>\$4,611.71</b>	
<b>APX™ 6500 / Enhanced Series</b>	<b>ADDITIONAL OPTIONS</b>							
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%

MWCOG 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.*

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### 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.*

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### 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.*

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### 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.*

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**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.*

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**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.*

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## **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.*

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## **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.*

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## **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.*

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**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.*

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**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.*

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**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.*

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**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.*

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**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.*

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**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.*

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## VIII. Indemnification

The Contractor shall protect, hold free and harmless, defend and indemnify MWCOC 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 MWCOC 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 MWCOC 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 MWCOC 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 MWCOC 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, MWCOC 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 MWCOC 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 MWCOG'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.*

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- 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.

**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.*

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- 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.

**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 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.

**MOTOROLA SOLUTIONS RESPONSE**

**Comply with Clarification.**



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

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- II. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with MWCOC 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 MWCOC and/or individual members, their employees, and agents as ADDITIONAL INSURED.

#### **MOTOROLA SOLUTIONS RESPONSE**

##### **Comply with Clarification.**

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

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- IV. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to MWCOC 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 MWCOC. Motorola Solutions' policies do not contain this requirement for notice.*

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#### **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.*

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#### **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.*

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## **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."*

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- 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.*

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#### **XIV. Records**

##### **MOTOROLA SOLUTIONS RESPONSE**

###### **Comply with Clarification.**

*Motorola Solutions acknowledges that certain MWCOC 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 MWCOC or a participating Agency(ies) provides thirty (30) days' written notice, MWCOC 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 MWCOC or a participating Agency(ies) Motorola Solutions will provide copies of the specific documents to MWCOC's location for its review. Motorola Solutions books and records provided to MWCOC 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 MWCOC 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.*

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- B. Contractor acknowledges and agrees that the MWCOC 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).*

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#### **XV. Remedies**

- B. Set Off. MWCOC 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 MWCOC 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 MWCOC/ 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 MWCOC and/or members by law.

#### **MOTOROLA SOLUTIONS RESPONSE**

##### **Comply with Clarification.**



*This provision should be mutual and apply for both parties.*

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#### **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.*

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#### **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.*

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#### **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."*

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## XXII. Termination of Multi-Year Contract

- B. The effect of termination of the Contract hereunder will be to discharge both the Contractor and MFCOG 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. MFCOG 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: "MFCOG 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 MFCOG and they will address subjects that MFCOG 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.*

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**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.*

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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:

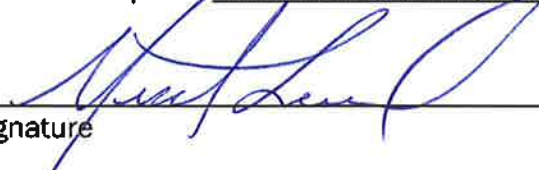
This is to certify that the undersigned PROPOSER has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive in connection with this Proposal submitted to the Metropolitan Washington Council of Governments.

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 Kavaleri

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

Telephone Number (202) 714-3701 Email Address teddy.kavaleri@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.*

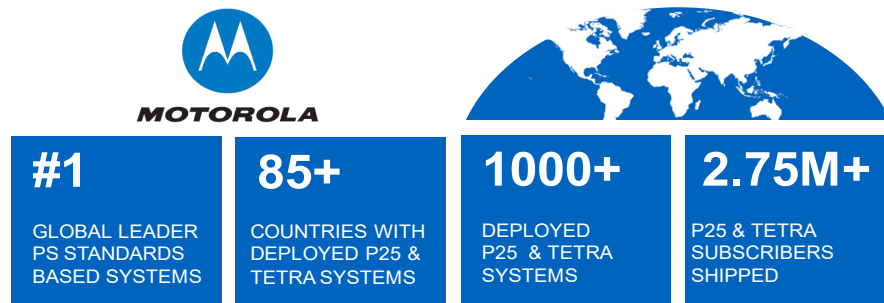


Figure 3-1: Motorola Solutions is a Global Leader in P25 Technology

### 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

<b>SENIOR ACCOUNT MANAGER – MIKE CIAMPAGLIA</b>	
<b>SENIOR ACCOUNT MANAGER</b>	<p>Motorola Solutions, Inc. 809 Pinnacle Drive, Suite G Linthicum Heights, MD 21090 Phone: (410) 712-6216 Email: <a href="mailto:mike.ciampaglia@motorolasolutions.com">mike.ciampaglia@motorolasolutions.com</a></p>
<b>Date of Hire:</b>	April 15, 1989
<b>Motorola Solutions Professional Experience:</b>	<p><i>July 2007 – Present</i> <b>Senior Account Manager</b> 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> <b>System Manager</b> 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> <b>Project Manager</b> Successfully managed the implementation and acceptance of the following networks:</p> <ul style="list-style-type: none"> <li>• Howard County, MD – 800MHz ASTRO Radio Network</li> <li>• Anne Arundel County, MD – 800MHz ASTRO Radio Network</li> <li>• Washington, DC Wireless Area Radio Network (WARN)</li> <li>• Montgomery County, MD – Joint Mobile Data Network</li> <li>• BGE – SCADA Network</li> </ul> <p><i>April 1989 – June 1999</i> <b>Business Manager</b> 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>
<b>Education:</b>	<p><i>University of Maryland College Park</i> B.S. – Mathematics</p>
<b>Training, Certifications and Memberships</b>	Masters Certificate of IT Project Management – George Washington University

### 3.2.3.2 Account Manager – Tej Parikh

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

### 3.2.3.3 Customer Service Manager – Ryan Depp

<b>CUSTOMER SERVICE MANAGER – RYAN DEPP</b>	
<b>CUSTOMER SERVICE MANAGER</b>	<p>Motorola Solutions, Inc. 809 Pinnacle Drive, Suite G Linthicum Heights, MD 21090 Phone: (301) 758-8059 Email: <a href="mailto:ryand.depp@motorolasolutions.com">ryand.depp@motorolasolutions.com</a></p>
<b>Date of Hire:</b>	November 1997
<b>Motorola Solutions Professional Experience:</b>	<p><i>July 2016 - Present</i> <b>Customer Support Manager (CSM) – Virginia accounts focused in Northern and Central Virginia</b></p> <ul style="list-style-type: none"> <li>Provide excellent customer service and support to end users in Virginia.</li> <li>Manage full suite of P25 radio system services for multiple city and county municipal accounts in Virginia.</li> <li>Coordinate Case Management and Issue Resolution through (SSC) System Support Center.</li> <li>Developed scope and costing of third party service pricing.</li> <li>Worked with Sales with executing multi-year service agreements.</li> <li>Developed support structure for integrated services.</li> </ul> <p><i>September 2008 – June 2016</i> <b>Customer Support Manager (CSM) – Nationwide Federal Accounts</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>Managed a large USCP contract with full suite of services with Sys Mgr, Sys Tech, SUA, etc.</li> <li>Managed the 7.13 to 7.15 SUA II upgrade for the USCP M3 DSR 12 site 14-channel system from start to finish.</li> <li>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.</li> <li>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.</li> <li>Developed respected relationships with customers by focusing on supporting the customer and their mission.</li> <li>Negotiated with Service Providers, setting cost structure and terms for support for contracts.</li> <li>Teamed on developing Service offerings on the DHS TacCom contract. 5-year \$3B IDIQ contract all DHS organizations are required to procure from.</li> </ul> <p><i>September 1997 – September 2008</i> <b>Progressive Positions – Federal Technical Center</b></p>

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

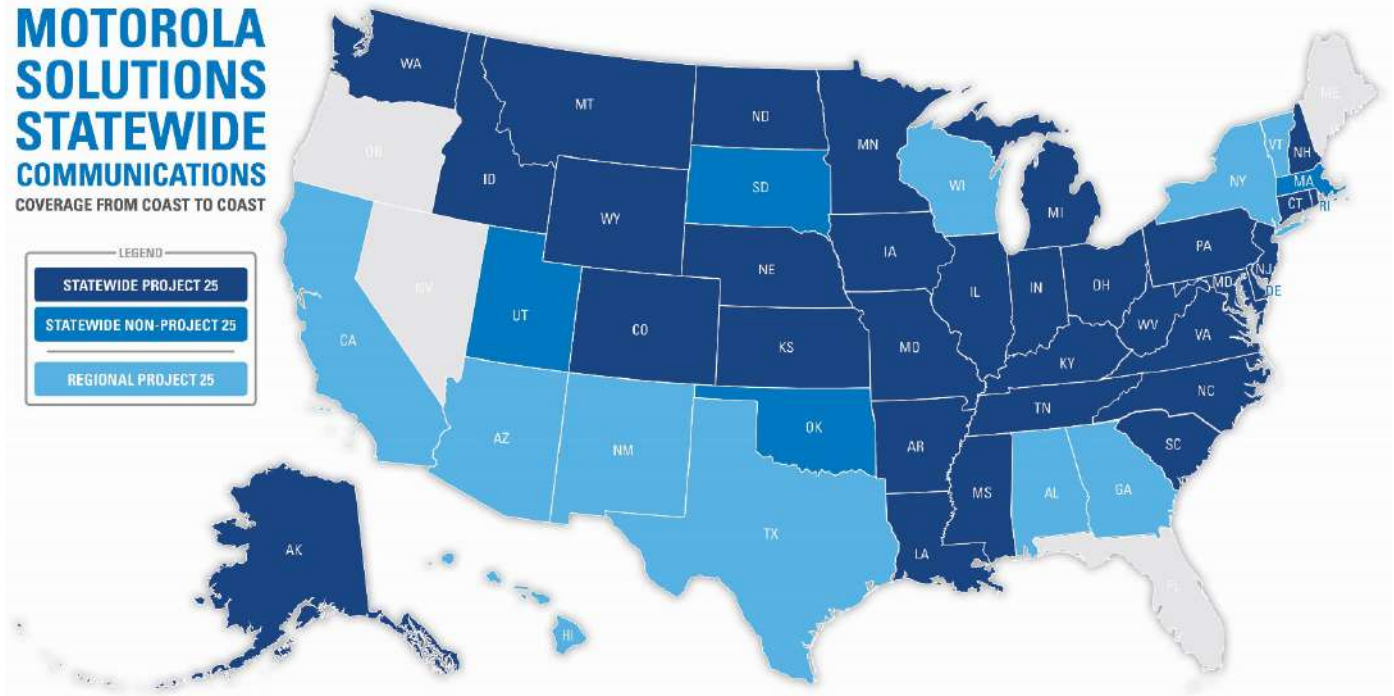
Wide-ranging solutions portfolio has the tools you need to get the job done in any business.

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

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 aims to leverage our local personnel, partners and experience in providing MWCOG 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 MWCOG'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 MWCOG'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 MWCOG'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 MWCOG's system through the ISSI interface, giving MWCOG 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 MWCOC. 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](mailto: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.

