



AGENDA ITEM COVER SHEET

CONSENT AGENDA

No. 04

Meeting Date: 12/18/2018

Requesting Department: Police Department

Presenter(s): Captain Mitch McKinney, Police

ITEM DESCRIPTION *(Brief)*

Motion to approve total equipment purchase, installation, and maintenance for APX600 Portables, APX6500 Mobiles and APX7500 Consolettes using Wake County Bid Contract Pricing in consideration of sole source and proprietary issues associated with this planned public safety infrastructure upgrade and corresponding budget amendment

ITEM DETAIL *(Expanded from Item Description)*

Approval Recommended?
Yes

By: Purchasing
Police

On December 7, 2018 Town Attorney Laurie Hohe provided information to Apex Police Department regarding a contract review of the pending planned purchase from Motorola associated with our public safety radio infrastructure upgrade. She had discovered Wake County had not formally established a group purchasing program and the county contract was beyond 12 months old. This resulted in the determination that the Town could use the group purchasing program exception under this Wake County contract and could not piggyback onto the county contract. Mrs. Hohe provided the option to formally bid the planned purchase out or look for another exception to the bidding laws.

Due to the time sensitive nature of the transition from Raleigh Wake PSAP to Cary, we realized finding an exception under procurement law was the only viable option in order to meet the live roll out of Cary transition. On December 10, 2018 Attorney Hohe and Captain McKinney reviewed the specific section within procurement law that we believe allow the Wake County Contract purchase to be a viable solution. The compatibility needs of this purchase provide and avenue for Town Council to consider using the sole source purchasing exception for this purchase. This exception reads:

“(6) Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. Notwithstanding any other provision of this section, the governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract.”

Motorola Solutions has provided documentation confirming this equipment is sole sourced, (see attached), and proprietary to the integration and interoperability of the Cary Radio System project. Apex Police and Fire will be required to acquire this equipment in order to continue with our planned joint merger. Additionally, the Wake County contract has been competitively bid and is currently being used by seven Wake County public safety entities. Captain McKinney also participated in a teleconference call on December 11, 2018 where Motorola Solutions Account Executive, Andrew Curd provided three points supporting this motion:

- The Wake County Contract is directly tied to the State Contract
- State Procurement Manager Sherwood Creech has approved similar purchases for the seven peer agencies within Wake County.
- Motorola will approve the same pricing even in the event we choose to use the existing state purchasing contract; however, the timing for turnaround would prevent the town from going live with our Cary PSAP transition.

A discussion occurred where I spoke with Sherwood Creech to confirm the information Motorola had provided and Mr. Creech stated the radio purchasing contract is a “convenience contract” and the Town of Apex is not required to use it for purchasing. We would be required to submit a letter to him advising the cost savings for this purchase and that meets his administration’s needs.

Finally, We have included updated quotes to cover purchase requirements to meet the needs of Apex Fire, Public Works, Utilities, and Parks and Recreation to facilitate increased efficiency as we move this final stage of the radio upgrade project forward. We ask, if council supports this agenda request that we be allowed to use the same Wake County Purchase Agreement to meet our additional department needs.

ATTACHMENTS <i>(Number items if more than one)</i>

- 1) Motorola Standard Services Contract FY19 Radio Purchases (revised 120618)
- 2) FY 19 Mobile Portable Console signed
- 3) EXHIBIT A - Wake County NC Subscribers Final rev12-22-2016 v2
- 4) EXHIBIT B - APEX POLICE - PORTABLE AND MOBILE QUOTE - 8-17-18
- 5) Apex-Cary Sole-Source 12.11.2018
- 6) APEX QUOTE FOR APX RADIOS - UTILITIES ELECTRIC - 12-13-18
- 7) APEX QUOTE FOR APX RADIOS - PARKS AND REC - 12-13-18
- 8) APEX QUOTE FOR APX RADIOS - PWORKS STREETS TRANSPORTATION - 12-13-18
- 9) APEX QUOTE FOR APX RADIOS - WATER - 12-13-18
- 10) Budget Ordinance Amendment #10

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**PURCHASE ORDER # [Click here to PO #](#)
STANDARD SERVICES CONTRACT**

THIS AGREEMENT is entered into this ____ day of _____, 2018 (the “Effective Date”) by and between, Motorola Solutions, Inc., a Delaware Corporation with its principal business offices located at 500 West Monroe Street, Chicago, IL 60661 (the “Contractor”), and the Town of Apex, a municipal corporation of the State of North Carolina, (the “Town”). Town and Contractor may collectively be referred to as “Parties” hereinafter.

WITNESSETH:

The Town and the Contractor, for the consideration stated herein, agree as follows:

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following services: Total Equipment Purchase, Installation, and Maintenance for designated Portable Radio-Model 2 (Public Safety) Limited Keypad “New”, Portable Radio-Model 2 (Public Safety) Limited Keypad “CIP”, Public Safety Single Band Mobile Radio – Remote Mount “New”, Public Safety Single Band Mobile Radio – Remote Mount “CIP”, and Consolette Stations “CIP” all as more specifically described on the attached quote dated 8/17/2018 (the “Scope of Services”). Contractor has agreed to provide the Scope of Services under the Terms and Conditions of the Communications Product Agreement between Contractor and Wake County, North Carolina dated 12/22/2016 (the “Agreement”).

2. EXHIBITS

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

- Exhibit A Communications Product Agreement between Wake County, NC and Motorola dated 12/22/2016 including Exhibit A to Agreement, Motorola “Software License Agreement”
- Exhibit B Motorola Proposal/Quote dated August 17, 2018

3. TERM.

Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the sum of \$ 237,487.70 to be paid according to the following: within thirty (30) days after the date of each invoice. Customer will be invoiced for equipment upon receipt of the shipment and for installation and programming upon completion of the services. Town has the right to require the Contractor to produce for inspection all of Contractor’s records and charges to verify the accuracy of all invoices. Town shall pay Contractor’s invoices at times set forth above unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. E-VERIFY COMPLIANCE.

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

6. NOTICE.

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO CONTRACTOR:

Motorola Solutions, Inc
500 West Monroe Street, 43rd Floor
Chicago, IL 60661
Attention: Judy Jean-Pierre, Sr. Counsel

TO TOWN: Town of Apex

Attention: P. Mitchell McKinney
PO Box 250
Apex, NC 27502
mitchell.mckinney@apexnc.org

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2018.

Contractor

Name: _____
Name of Contractor (type or print)

By: _____
(Signature)

Title: _____

Attest:

(Secretary, if a corporation)

Town of Apex

Town Manager

Attest:

Town Clerk

*This instrument has been preaudited in the manner required
by the Local Government Budget and Fiscal Control Act.*

Finance Director

CONTRACT ROUTING CONTROL SHEET

Routing Order: (1) Department Director, (2) Legal, (3) Risk Manager, (4) Vendor for Signature
(5) Finance Director, (6) Town Clerk, (7) Town Council/Town Manager

EVERY SECTION MUST BE COMPLETED

DEPARTMENT: <u>Police</u>
Department Contact Person for Contract: <u>Mitch McKinney</u> Extension: <u>3445</u> Contractor/Vendor Name and address: Motorola Solutions 500 West Monroe St, 43rd Floor Chicago, IL 60661 Contractor/Vendor Phone: <u>919-621-8605</u> Contractor/Vendor Contact Person: <u>Andrew Curd</u> Purpose of Contract: <u>Purchase of Mobile, Portables and Consolettes for FY19</u> Amount: <u>\$237,487.70</u> Budget Code: <u>10-5100-47300 (\$144,609.20) 10-5100-47400 (\$92,878.50)</u> Type of Contract: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renew <input type="checkbox"/> Amendment Exhibits/Attachments included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A Department Director's Signature: _____ Date: Click here to enter a date.
LEGAL
Reviewed by: <u>Laurie Hohe</u> Date: <u>12/6/2018</u> Comments: <u>revised. Please review email to determine whether this needs to go to Council for approval.</u> <input type="checkbox"/> Town Council approval required <input type="checkbox"/> Town Manager authorized to approve <input type="checkbox"/> Other Approvals required/permitted: Click here to enter text.
RISK MANAGER
Reviewed by and approved: Click here to enter text. Date: Click here to enter a date. <input type="checkbox"/> Insurance specifications meet requirements. <input type="checkbox"/> Insurance specifications have been revised. <input type="checkbox"/> A pre-project safety review between the contractor and contracting department is required. <i>Return to Department Contact Person to have contract signed by Contractor prior to forwarding to Finance Director</i>
FINANCE DIRECTOR
<input type="checkbox"/> Sufficient funds are available in the proper category to pay for this expenditure. <input type="checkbox"/> This contract is conditioned upon appropriation by the Town Council of sufficient funds. <input type="checkbox"/> A budget amendment is necessary before this agreement is approved. <input type="checkbox"/> A budget amendment is attached as required for approval of this agreement. Finance Director: _____ Date: Click here to enter a date.
TOWN CLERK
Date Received: Click here to enter a date. Signed by Contractor: <input type="checkbox"/> YES <input type="checkbox"/> NO--Return to Department Council Action Required: <input type="checkbox"/> YES <input type="checkbox"/> NO – forward to Town Manager Agenda Date: Click here to enter a date. Approved by Council: <input type="checkbox"/> YES <input type="checkbox"/> NO
TOWN MANAGER
This document has been reviewed and approval is recommended by the Town Manager. <input type="checkbox"/> YES <input type="checkbox"/> NO Town Manager: _____ Date: Click here to enter a date.
After approval and signatures contract will be returned to Department Contact Person for Department to administer. <input type="checkbox"/> Scan signed contract to Department contracts folder Department Contact who scanned fully executed document into contracts folder Click here to enter text.

Communications Products Agreement Subscribers

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

Section 1 EXHIBITS

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

Exhibit A	Software License Agreement
Exhibit B	Motorola Proposal dated October 4, 2016
Exhibit C	Wake County RFP #16-085 - Request for Proposals for Mobile and Portable Radio Equipment
Exhibit D	Acceptance Certificate

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Beneficial Use" means when Customer first uses the Equipment purposes (excluding training or testing).
- 2.3. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; is explicitly approved for release by written authorization of the disclosing Party; or is released pursuant to law.
- 2.4. "Contract Price" means the price for the Equipment, excluding applicable sales or similar taxes and freight charges.
- 2.5. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.6. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement and described in the Equipment List in Exhibit B.
- 2.7. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.8. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright.

- 2.9. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.10. "Non-Motorola Software" means Software that another party owns.
- 2.11. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.
- 2.12. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.13. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the Equipment.
- 2.14. "Specifications" means the functionality and performance requirements that are described in Exhibit B, if any.
- 2.15. "Acceptance" means the Acceptance Tests have been successfully completed.
- 2.16. "Warranty Period" means five (5) years from the date of Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the Equipment, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.
- 3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at receipt of the shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is delivered or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **ELIGIBLE PURCHASERS.** Motorola Solutions agrees to extend this contract pricing and trade-in to other agencies within the County that use Wake County's Radio system as their primary Communication System, to be verified by Frank Hall, the Wake County Radio System Manager.

3.6. **MAINTENANCE SERVICE.** During the Warranty Period, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to this Agreement. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to the maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

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

3.8. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.9. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

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

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with this Agreement. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The **MAXIMUM AMOUNT PAYABLE** and the fixed contract price amount in U.S. dollars is \$7,885,420 (the "Contract Price") for the work described in Exhibit B, with no minimum payment guarantees. If applicable, a pricing summary is included with the Payment Schedule. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Customer will be invoiced for equipment upon receipt of the shipment and for installation and programming upon completion of services. Motorola reserves the right to make partial shipments of equipment and to request partial payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or programming work completed, when applicable.

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

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address: ATTN: Rebecca Dill, Wake County Information Services, P.O. Box 550, Raleigh NC 27602. The final destination address to where the Equipment will be delivered to Customer is Wake County Information Services, 337 S. Salisbury St. Raleigh, NC 27601. Attention: Frank Hall. The Equipment will be shipped to the Customer at the following address (insert if this information is known): Mobile Communications of America, Inc., 315 Kitty Hawk Dr, Morrisville, NC 27560, Attention: Wake County P25 Radio Project Manager, Frank Hall. Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites; and access to the work sites as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; electrical power outlets, distribution and equipment; and telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Equipment. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. SITE ISSUES. If a Party determines that the sites are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment 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; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software,

replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

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

9.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. TO THE EXTENT ALLOWED BY NORTH CAROLINA LAW, MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

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

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

11.1. SETTLEMENT PREFERRED. The Parties, by their project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary.

11.2. LITIGATION. A Party may submit to a court of competent jurisdiction in the State of North Carolina any claim relating to intellectual property or a breach of confidentiality provisions. Each Party consents to jurisdiction over it by that court. Either Party may resort to the judicial proceedings described in this section if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

Section 12 DEFAULT AND TERMINATION

12.1 DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty

(30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the Agreement through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the Agreement substantially similar to that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. PATENT AND COPYRIGHT INFRINGEMENT.

13.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on an Infringement Claim, and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an 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.

13.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

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

13.2.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the Contract Price of the Equipment, Software, or services; and if the Customer is not the party at fault, the cap will apply whether or not the maximum amount has actually been paid at the time of loss, with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1.1. Confidentiality Obligation. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. During the term of this Agreement, for a period of three (3) years from the date of expiration or termination of this Agreement, and to the extent allowed by law, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees, officers, officials, agents, volunteers or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

15.1.2. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

15.1.3. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

15.1.4. Ownership and Retention. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies

that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

15.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within forty-five (45) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. ASSIGNABILITY AND SUBCONTRACTING. Neither Party may assign this Agreement without the prior written consent of the other Party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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

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

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

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of

the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. **GOVERNING LAW.** This Agreement and the rights and duties of the Parties will be governed by and interpreted in accordance with the laws of the State of North Carolina.

16.8. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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

Motorola Solutions, Inc.
Attn: Judy Jean-Pierre
Legal, Government Affairs & Corporate Communications
500 West Monroe Street, 43rd Floor
Chicago, IL 60661
Judy.Jean-Pierre@motorolasolutions.com

Wake County
Attn: Beth Smerko
County Attorney's Office
P.O Box 550
Raleigh, NC 27602
Beth.Smerko@wakegov.com

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

16.11. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.12. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date. This Agreement may be executed by each of the Parties hereto in separate counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

16.13 INSURANCE REQUIREMENTS

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office. If any required insurance policy expires during the term of this agreement, Provider must provide a certificate of insurance to the Wake County Finance Office as evidence of policy renewal prior to such policy expiration.

Provider signature on this agreement indicates that Provider agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at Wake County's option.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits of \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

Professional Liability Insurance, applicable to any professional services provided under this Contract with limits of \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a reporting period of not less than one (1) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued after contract execution within two (2) business days by a duly authorized representative of the insurer. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and as to Professional Liability Insurance, for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate

Motorola Solutions, Inc.

By: Robert E. Marshall, Jr.

Name: Robert E. Marshall, Jr.

Title: Vice President

Date: 12-20-16

Wake County

By: John E. Higgins

Name: John E. Higgins

Title: Wake County Department Head

Date: 12/22/16

By: _____

Name: _____

Title: Wake County Manager or Designee

Date: _____

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

Finance Director of Wake County

The person responsible for monitoring the contract performance requirements is

Frank Hall

EH Department Head Initials

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and Wake County in North Carolina ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

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

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor.

Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee

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

Section 8 TERM AND TERMINATION

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

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

8.3 In the event of a breach of this Agreement, either party may apply to a court of competent jurisdiction for injunctive relief.

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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

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

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

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

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

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

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

Motorola's Proposal dated October 4, 2016

Exhibit C

Wake County RFP #16-08 - Request for Proposals for Mobile and Portable Radio Equipment

Exhibit D
Acceptance Certificate

Customer Name: _____

Project Name: _____

This Acceptance Certificate memorializes the occurrence of Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests have been successfully completed.
2. The Equipment is accepted.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CIP

20	PORTABLES	\$ 84,986.00
12	MOBILES	\$ 48,737.60
2	CONOLETTES	\$ 10,885.60
		<u>\$ 144,609.20</u>

NEW

10	PORTABLES	\$ 48,730.50
10	MOBILES	\$ 44,148.00
		<u>\$ 92,878.50</u>

TOTAL FOR BOTH	\$ 237,487.70
-----------------------	----------------------

To: Apex Police Dept

Rick Thomas

From: Motorola

Amanda Barringer

abarringer@wirelessnc.com

[919-741-8431](tel:919-741-8431)



MOTOROLA

**** WAKE COUNTY BID CONTRACT PRICING ****

8/17/18

"NEW"

PORTABLE RADIO - MODEL 2 (PUBLIC SAFETY) LIMITED KEYPAD		Name: Motorola Solutions		
Description Radio and Installed Software (List)	Nomenclature	Qty	Discount Price	Total
APX6000 7/800 MODEL 2.5 PORTABLE	H98UCF9PW6BN	10	\$ 1,909.70	\$ 19,097.00
ADD: ASTRO DIGITAL CAI OPERATION	Q806	10	\$ 334.75	\$ 3,347.50
ADD: SMARTZONE OPERATION	H38	10	\$ 780.00	\$ 7,800.00
ADD: P25 9600 BAUD TRUNKING	Q361	10	\$ 195.00	\$ 1,950.00
ADD: PROGRAMMING OVER P25 (OTAP)	G996	10	\$ 65.00	\$ 650.00
ADD: ADAPTIVE NOISE SUPPRESSION	QA09006AA	10	\$ 97.50	\$ 975.00
AES/DES-OFB Encryption with Multi-key	H869	10	\$ 214.50	\$ 2,145.00
AES/DES-XL/DES-OFB Encryption	Q15	10	\$ 519.35	\$ 5,193.50
ALT: BATT IMPRES 2 LIION R IP68 3400T	QA05570	10	\$ 65.00	\$ 650.00
BATT IMPRES 2 LIION R IP68 3400T	PMNN4486	10	\$ 106.50	\$ 1,065.00
CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	NNTN8860A	10	\$ 112.50	\$ 1,125.00
BT LAPEL MIC	RLN6554	7	\$ 225.00	\$ 1,575.00
IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRDJACK	NMN6274A	10	\$ 276.75	\$ 2,767.50
Programming and Pre-Delivery Testing	SVC03SVC0039D	10	\$ 30.00	\$ 300.00
3 INCH BELT CLIP	HLN6875A	10	\$ 9.00	\$ 90.00
Warranty & Maintenance				
Two Year Extended Warranty (Total 5 years) (MOTOROLA WILL INCLUDE 5 YEAR DEPOT REPAIR WARRANTY AT NO CHARGE WITH 3000 RADIO PURCHASE)	Q887*INCL with Contract	10	\$ -	\$ -
Other (list all)				
Trade-in Discount		0	\$ -	\$ -
*** NO TRADE IN PER CUSTOMER ***			TOTAL	\$ 48,730.50

To: Apex Police Dept

Rick Thomas

From: Motorola

Amanda Barringer

abarringer@wirelessnc.com

[919-741-8431](tel:919-741-8431)



MOTOROLA

**** WAKE COUNTY BID CONTRACT PRICING ****

8/17/18

"CIP"

PORTABLE RADIO - MODEL 2 (PUBLIC SAFETY) LIMITED KEYPAD		Name: Motorola Solutions		
Description Radio and Installed Software (List)	Nomenclature	Qty	Discount Price	Total
APX6000 7/800 MODEL 2.5 PORTABLE	H98UCF9PW6BN	20	\$ 1,909.70	\$ 38,194.00
ADD: ASTRO DIGITAL CAI OPERATION	Q806	20	\$ 334.75	\$ 6,695.00
ADD: SMARTZONE OPERATION	H38	20	\$ 780.00	\$ 15,600.00
ADD: P25 9600 BAUD TRUNKING	Q361	20	\$ 195.00	\$ 3,900.00
ADD: PROGRAMMING OVER P25 (OTAP)	G996	20	\$ 65.00	\$ 1,300.00
ADD: ADAPTIVE NOISE SUPPRESSION	QA09006AA	20	\$ 97.50	\$ 1,950.00
AES/DES-OFB Encryption with Multi-key	H869	20	\$ 214.50	\$ 4,290.00
AES/DES-XL/DES-OFB Encryption	Q15	20	\$ 519.35	\$ 10,387.00
ALT: BATT IMPRES 2 LIION R IP68 3400T	QA05570	20	\$ 65.00	\$ 1,300.00
BATT IMPRES 2 LIION R IP68 3400T	PMNN4486	20	\$ 106.50	\$ 2,130.00
CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	NNTN8860A	20	\$ 112.50	\$ 2,250.00
HT LAPEL MIC	RLN6554	3	\$ 225.00	\$ 675.00
IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRDJACK	NMN6274A	20	\$ 276.75	\$ 5,535.00
Programming and Pre-Delivery Testing	SVC03SVC0039D	20	\$ 30.00	\$ 600.00
3 INCH BELT CLIP	HLN6875A	20	\$ 9.00	\$ 180.00
Warranty & Maintenance				
Two Year Extended Warranty (Total 5 years) (MOTOROLA WILL INCLUDE 5 YEAR DEPOT REPAIR WARRANTY AT NO CHARGE WITH 3000 RADIO PURCHASE)	Q887*INCL with Contract	20	\$ -	\$ -
Other (list all)				
Trade-in Discount		20	\$ (500.00)	\$ (10,000.00)
*** ONLY TRADING 11 PORTABLES ***			TOTAL	\$ 84,986.00

To: Apex Police Dept
Rick Thomas
From: Motorola
Amanda Barringer
abarringer@wirelessnc.com
919-741-8431



MOTOROLA

**** WAKE COUNTY BID CONTRACT PRICING ****

8/17/18

"NEW"

PUBLIC SAFETY SINGLE BAND MOBILE RADIO - REMOTE MOUNT		Name: Motorola Solutions		
Description Radio and Installed Software (List)	Nomenclature	Qty	Discount Price	Total
APX6500 7/800 MHZ MID POWER MOBILE	M25URS9PW1 N	10	\$ 1,523.60	\$ 15,236.00
ADD: ASTRO DIGITAL CAI OPERATION	G806	10	\$ 334.75	\$ 3,347.50
ENH: SMARTZONE OPERATION APX6500	G51	10	\$ 780.00	\$ 7,800.00
ADD: P25 TRUNKING SOFTWARE	G361	10	\$ 195.00	\$ 1,950.00
ADD: O5 CONTROL HEAD	G442	10	\$ 280.80	\$ 2,808.00
ADD: APX CONTROL HEAD SOFTWARE	G444	10	\$ -	\$ -
ADD: REMOTE MOUNT	G67	10	\$ 193.05	\$ 1,930.50
RF ANTENNA (NO GPS NEEDED)	G174	10	\$ 27.95	\$ 279.50
ADD: PALM MICROPHONE	W22	10	\$ 46.80	\$ 468.00
ADD: SPKR 15W WATER RESISTANT	G831	10	\$ 39.00	\$ 390.00
AES/DES-OFB encryption with multi key	G851	10	\$ 519.35	\$ 5,193.50
ENH: OVER THE AIR PROVISIONING	G996	10	\$ 65.00	\$ 650.00
ADD: MULTIPLE KEY ENCRYPTION OPERATION	W969	10	\$ 214.50	\$ 2,145.00
			\$ -	
Services			\$ -	\$ -
Remote Mount installation - Sedan or Light Truck		10	\$ 165.00	\$ 1,650.00
Programming and Pre-Delivery Testing		10	\$ 30.00	\$ 300.00
Warranty & Maintenance			\$ -	\$ -
Two Year Extended Warranty (Total 5 years) (MOTOROLA WILL INCLUDE 5 YEAR DEPOT REPAIR WARRANTY AT NO CHARGE WITH 3000 RADIO PURCHASE)	GA00318*INCL with Contract	10	\$ -	\$ -
			\$ -	\$ -
Other (list all)			\$ -	\$ -
			\$ -	\$ -
Trade-in Discount		0	\$ -	\$ -
NO TRADE IN PER CUSTOMER				
			TOTAL	\$ 44,148.00

To: Apex Police Dept
Rick Thomas
From: Motorola
Amanda Barringer
abarringer@wirelessnc.com
919-741-8431



MOTOROLA

**** WAKE COUNTY BID CONTRACT PRICING ****

8/17/18

"CIP"

PUBLIC SAFETY SINGLE BAND MOBILE RADIO - REMOTE MOUNT		Name: Motorola Solutions		
Description Radio and Installed Software (List)	Nomenclature	Qty	Discount Price	Total
APX6500 7/800 MHZ MID POWER MOBILE	M25URS9PW1 N	12	\$ 1,523.60	\$ 18,283.20
ADD: ASTRO DIGITAL CAI OPERATION	G806	12	\$ 334.75	\$ 4,017.00
ENH: SMARTZONE OPERATION APX6500	G51	12	\$ 780.00	\$ 9,360.00
ADD: P25 TRUNKING SOFTWARE	G361	12	\$ 195.00	\$ 2,340.00
ADD: O5 CONTROL HEAD	G442	12	\$ 280.80	\$ 3,369.60
ADD: APX CONTROL HEAD SOFTWARE	G444	12	\$ -	\$ -
ADD: REMOTE MOUNT	G67	12	\$ 193.05	\$ 2,316.60
RF ANTENNA (NO GPS NEEDED)	G174	12	\$ 27.95	\$ 335.40
ADD: PALM MICROPHONE	W22	12	\$ 46.80	\$ 561.60
ADD: SPKR 15W WATER RESISTANT	G831	12	\$ 39.00	\$ 468.00
AES/DES-OFB encryption with multi key	G851	12	\$ 519.35	\$ 6,232.20
ENH: OVER THE AIR PROVISIONING	G996	12	\$ 65.00	\$ 780.00
ADD: MULTIPLE KEY ENCRYPTION OPERATION	W969	12	\$ 214.50	\$ 2,574.00
			\$ -	
Services			\$ -	\$ -
Remote Mount installation - Sedan or Light Truck		12	\$ 165.00	\$ 1,980.00
Programming and Pre-Delivery Testing		12	\$ 30.00	\$ 360.00
Warranty & Maintenance			\$ -	\$ -
Two Year Extended Warranty (Total 5 years) (MOTOROLA WILL INCLUDE 5 YEAR DEPOT REPAIR WARRANTY AT NO CHARGE WITH 3000 RADIO PURCHASE)	GA00318*INCL with Contract	12	\$ -	\$ -
			\$ -	\$ -
Other (list all)			\$ -	\$ -
			\$ -	\$ -
Trade-in Discount		8	\$ (530.00)	\$ (4,240.00)
***ONLY TRADING 8 MOBILES ***				
			TOTAL	\$ 48,737.60

To: Apex Police Dept

Rick Thomas

From: Motorola

Amanda Barringer

abarringer@wirelessnc.com

[919-741-8431](tel:919-741-8431)



MOTOROLA

**** WAKE COUNTY BID CONTRACT PRICING ****

8/17/18

"CIP"

CONSOLETTES STATIONS		Name: Motorola Solutions		
Description Radio and Installed Software (List)	Nomenclature	Qty	Discount Price	Total
APX7500 CONSOLETTES	L30URS9PW1 N	2	\$ 2,846.35	\$ 5,692.70
PRIMARY BAND = 7/800MHZ	GA00244	2	\$ -	\$ -
ASTRO DIGITAL/ANALOG OPERATION	G806	2	\$ 334.75	\$ 669.50
SMARTZONE/SINGLE TONE	G51	2	\$ 975.00	\$ 1,950.00
ASTRO P25 SOFTWARE	G361	2	\$ 195.00	\$ 390.00
ADD: FULL FP W/05/KEYPAD/CLOCK/VU	L999	2	\$ 512.85	\$ 1,025.70
NO MIC NEEDED	G90AC	2	\$ -	\$ -
A/C CORD	CA01598	2	\$ -	\$ -
ENH: OVER THE AIR PROVISIONING	G996	2	\$ 65.00	\$ 130.00
AES/DES-OFB encryption with multi key	G851	2	\$ 519.35	\$ 1,038.70
ADD: MULTIPLE KEY ENCRYPTION OPERATION	W969	2	\$ 214.50	\$ 429.00
Engineering & Services				
Programming and Pre-Delivery Testing		2	\$ 30.00	\$ 60.00
Installation for 2 Consolette in tied to new MCC7500 Console		1	\$ 1,000.00	\$ 1,000.00
*** THIS IS A ONE FOR ONE REPLACEMENT LINE AND ANTENNA IS EXISTING				
Warranty & Maintenance				
Two Year Extended Warranty (Total 5 years)	GA00318AB*INCL with Contract	2	\$ -	\$ -
Other (list all)				
Trade-in Discount		2	\$ (750.00)	\$ (1,500.00)
*** TRADE IN 2 CONSOLETTES **				
			TOTAL	\$ 10,885.60



December 11th, 2018

Rick Thomas, ENP, RPL
Communications Manager
Town of Apex Police Department
205 Saunders St.
Apex, NC 27502
919.249.3474 (Office)

Dear Mr. Thomas,

This letter is to inform you that Motorola Solutions, Inc. should be considered the sole source provider for the radio equipment to be tied into the existing Motorola infrastructure at Town of Cary. The Town of Cary uses Motorola equipment for their Two-Way radios and radio system infrastructure today, and it would not be possible for another vendor to duplicate the full functionality of the Motorola equipment being used on the Town of Cary system today. Since many of the circuits and protocol components of your Motorola MCC7500 Console Systems are patented and proprietary to Motorola Solutions, we are prevented from offering full feature access to alternative Vendors. Motorola also offers radio features that other vendors cannot fully match on the Town of Cary radio system such as GPS/Location on PTT, Enhanced Data, Alias Download, Mission Critical GeoFencing, and direct Smartphone integration (LMR to LTE), Encrypted Integrated Voice & Data, and Personnel Accountability, to name a few.

In addition, the existing Town of Cary Motorola infrastructure is currently under contract to be serviced and maintained by Motorola's Factory Authorized Service Repair Center and Local Technicians. Motorola would be unable to maintain the integrity of the System with an alternative vendor's equipment ties into the Motorola network. Motorola would also not be responsible for covering an alternative vendor's equipment under our existing maintenance contract.

Contracting directly with Motorola Solutions will assure the Town of Apex that its Mission Critical Motorola Solutions Radio Equipment and The Town of Cary ASTRO 25 Motorola Communication System will continue to operate properly today and in the future.

Sincerely yours,

Andrew Curd

Motorola Solutions Account Executive

Motorola Solutions
PO Box 122
Holly Springs, NC 27540
(919) 621-8605

**MOTOROLA**

To: Town of Apex
Utilities/Electric

Phone:
Fax: North Carolina Sales Team

Motorola, Inc
From: Amanda Barringer
315 Kitty Hawk Dr
Morrisville, NC 27560
Phone: 919-741-8431
Fax: 919-882-9905

Qty	Model #	Description	Your Price	Extended Price
APX4000 MOD 2.5				
**** WAKE COUNTY CONTRACT PRICING *** WILL EXPIRE IN 2019				
10	H51UCF9PW6 N	APX4000 MOD 2.5	\$1,238.90	\$12,389.00
10	QA02812	ENH: P25 9600 BAUD TRUNKING W/ INTEROPERABILITY	\$1,345.50	\$13,455.00
10	QA04865AA	ADD: TWO BUTTON KNOB CONFIGURATION	\$0.00	\$0.00
10	QA01833AB	ADD: EXTREME NOISE ACTIVATION	\$16.25	\$162.50
10	H885BK	5 YEAR REPAIR SERVICE ADVANTAGE	\$0.00	\$0.00
10	SVC	PROGRAMMING	\$30.00	\$300.00
10		IF YOU HAVE A TRADE IN (XTS2500 OR XTS5000)	(\$400.00)	(\$4,000.00)
8	NNTN7616	IMPRES VEHICLE CHARGER	\$321.75	\$2,574.00
2	PMPN4174A	DESK CHARGER 110 VAC 50/60 HZ US IMPRES SINGLE UNIT CHARGER	\$51.94	\$103.88
10	NNTN8128	BATT IMP STD LI ION 1900M 2000T	\$76.50	\$765.00
*** NOT INTRINSICALLY SAFE ***				
Notes: 1. North Carolina sales tax has not been included in this quotation. 2. Prices in accordance with North Carolina State Contract #725G 3. Proposal Valid for 60 Days				
Proposal Name: APX4000 PORTABLE			Equipment	25,749.38
Payment Terms: NET 30			Taxes	Not Applied
Delivery: TBD				
Proposal Date: 12/13/2018			Total	25,749.38

**MOTOROLA**

To: Town of Apex
Parks and Rec

Phone:
Fax: North Carolina Sales Team

Motorola, Inc
From: Amanda Barringer
315 Kitty Hawk Dr
Morrisville, NC 27560
Phone: 919-741-8431
Fax: 919-882-9905

Qty	Model #	Description	Your Price	Extended Price
APX4000 MOD 2.5				
**** WAKE COUNTY CONTRACT PRICING *** WILL EXPIRE IN 2019				
8	H51UCF9PW6 N	APX4000 MOD 2.5	\$1,238.90	\$9,911.20
8	QA02812	ENH: P25 9600 BAUD TRUNKING W/ INTEROPERABILITY	\$1,345.50	\$10,764.00
8	QA04865AA	ADD: TWO BUTTON KNOB CONFIGURATION	\$0.00	\$0.00
8	QA01833AB	ADD: EXTREME NOISE ACTIVATION	\$16.25	\$130.00
8	H885BK	5 YEAR REPAIR SERVICE ADVANTAGE	\$0.00	\$0.00
8	SVC	PROGRAMMING	\$30.00	\$240.00
8		IF YOU HAVE A TRADE IN (XTS2500 OR XTS5000)	(\$400.00)	(\$3,200.00)
2	WPLN4212	1 DISPLAY MULTI UNIT CHARGER	\$371.25	\$742.50
8	NNTN8128	BATT IMP STD LI ION 1900M 2000T	\$76.50	\$612.00

Notes: 1. North Carolina sales tax has not been included in this quotation.
2. Prices in accordance with North Carolina State Contract #725G
3. Proposal Valid for 60 Days

Proposal Name:	APX4000 PORTABLE	Equipment	19,199.70
Payment Terms:	NET 30	Taxes	Not Applied
Delivery:	TBD		
Proposal Date:	12/13/2018	Total	19,199.70

**MOTOROLA**

To: Town of Apex
PW & Transportation

Phone:
Fax: North Carolina Sales Team

Motorola, Inc
From: Amanda Barringer
315 Kitty Hawk Dr
Morrisville, NC 27560
Phone: 919-741-8431
Fax: 919-882-9905

Qty	Model #	Description	Your Price	Extended Price
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APX4000 MOD 2.5

**** WAKE COUNTY CONTRACT PRICING *** WILL EXPIRE IN 2019

11	H51UCF9PW6 N	APX4000 MOD 2.5	\$1,238.90	\$13,627.90
11	QA02812	ENH: P25 9600 BAUD TRUNKING W/ INTEROPERABILITY	\$1,345.50	\$14,800.50
11	QA04865AA	ADD: TWO BUTTON KNOB CONFIGURATION	\$0.00	\$0.00
11	QA01833AB	ADD: EXTREME NOISE ACTIVATION	\$16.25	\$178.75
11	H885BK	5 YEAR REPAIR SERVICE ADVANTAGE	\$0.00	\$0.00
11	SVC	PROGRAMMING	\$30.00	\$330.00
11		IF YOU HAVE A TRADE IN (XTS2500 OR XTS5000)	(\$400.00)	(\$4,400.00)
11	PMPN4174A	DESK CHARGER 110 VAC 50/60 HZ US IMPRES SINGLE UNIT CHARGER	\$51.94	\$571.31
11	NNTN8128	BATT IMP STD LI ION 1900M 2000T	\$76.50	\$841.50

Notes: 1. North Carolina sales tax has not been included in this quotation.
2. Prices in accordance with North Carolina State Contract #725G
3. Proposal Valid for 60 Days

Proposal Name:	APX4000 PORTABLE	Equipment	25,949.96
Payment Terms:	NET 30	Taxes	Not Applied
Delivery:	TBD		
Proposal Date:	12/13/2018	Total	25,949.96

To: Town of Apex
PW & Transportation



From: Motorola, Inc
Amanda Barringer
315 Kitty Hawk Dr
Morrisville, NC 27560

Phone:
Fax: North Carolina Sales Team

Phone: 919-741-8431
Fax: 919-882-9905

Qty	Model #	Description	Your Price	Extended Price
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****** WAKE COUNTY CONTRACT PRICING *** WILL EXPIRE IN 2019**

16	M22URS9PW1AN	APX4500 DASH MOUNT MOBILE	\$977.60	\$15,641.60
16	G67	REMOTE MOUNT CONFIGURATION	\$111.80	\$1,788.80
16	W22BA	PALM MIC.	\$46.80	\$748.80
16	QA02812	ENH: P25 9600 BAUD TRUNKING W/ INTEROPERABILITY	\$1,345.50	\$21,528.00
16	GA00318	ENH: 5 YEAR REPAIR SERVICE ADVANTAGE	\$0.00	\$0.00
16	W484	ALT: ANT 3DB GAIN 762-870MHZ	\$24.70	\$395.20
16	G444AH	ADD: CONTROL HEAD SOFTWARE	\$0.00	\$0.00
16	GA00804	ADD: APX O2 CONTROL HEAD	\$319.80	\$5,116.80
16	SVC03SVC0123D	INSTALLATION	\$165.00	\$2,640.00
16	SVC03SVC0115D	PROGRAMMING	\$30.00	\$480.00
16		IF THE CUSTOMER HAS A XTL2500 OR XTL1500 TO TRADE IN	(\$445.00)	(\$7,120.00)

**** INSTALLATION PRICE IS MON - FRI 8 THRU 5**

**** INTERNAL SPEAKER INCLUDED IN APX4500 - NO EXTERNAL SPEAKER ******

Notes: 1. North Carolina sales tax has not been included in this quotation.
2. Prices in accordance with North Carolina State Contract #725G
3. Proposal Valid for 60 Days

Proposal Name:	APX4500 REMOTE MOUNT RADIO	Equipment	41,219.20
Payment Terms:	NET 30	Taxes	Not Applied
Delivery:	TBD		
Proposal Date:	12/13/2018	Total	41,219.20

**MOTOROLA**

To: Town of Apex
Water

Phone:

Fax: North Carolina Sales Team

Motorola, Inc
From: Amanda Barringer
315 Kitty Hawk Dr
Morrisville, NC 27560
Phone: 919-741-8431
Fax: 919-882-9905

Qty	Model #	Description	Your Price	Extended Price
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APX4000 MOD 2.5

**** WAKE COUNTY CONTRACT PRICING *** WILL EXPIRE IN 2019

12	H51UCF9PW6 N	APX4000 MOD 2.5	\$1,238.90	\$14,866.80
12	QA02812	ENH: P25 9600 BAUD TRUNKING W/ INTEROPERABILITY	\$1,345.50	\$16,146.00
12	QA04865AA	ADD: TWO BUTTON KNOB CONFIGURATION	\$0.00	\$0.00
12	H499	SUBMERSIBLE DELTA T	\$162.50	\$1,950.00
12	QA04934	ALT: IMPRES LI-ION 2500MAH RUGGED UL (NNTN8560)	\$162.50	\$3,250.00
12	QA01833AB	ADD: EXTREME NOISE ACTIVATION	\$16.25	\$195.00
12	H885BK	5 YEAR REPAIR SERVICE ADVANTAGE	\$0.00	\$0.00
12	SVC	PROGRAMMING	\$30.00	\$360.00
12		IF YOU HAVE A TRADE IN (XTS2500 OR XTS5000)	(\$400.00)	(\$4,800.00)
12	PMPN4174A	DESK CHARGER 110 VAC 50/60 HZ US IMPRES SINGLE UNIT CHARGER	\$51.94	\$623.25
12	NNTN8560	ALT: IMPRES LI-ION 2500MAH RUGGED UL (NNTN8560)	\$120.00	\$1,440.00

** NO PROGRAMMING OVER P25 PER RICK

Notes: 1. North Carolina sales tax has not been included in this quotation.
2. Prices in accordance with North Carolina State Contract #725G
3. Proposal Valid for 60 Days

Proposal Name:	APX4000 PORTABLE	Equipment	34,031.05
Payment Terms:	NET 30	Taxes	Not Applied
Delivery:	TBD		
Proposal Date:	12/13/2018	Total	34,031.05



Town of Apex

FY 2018-2019 BUDGET ORDINANCE AMENDMENT NUMBER 10

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2018-2019 Budget Ordinance be adopted:

GENERAL FUND

Section 1. Revenues

Fund Balance Appropriated	\$ 176,950
Total	\$ 176,950

Section 2. Expenditures

Parks & Recreation – Departmental Supplies	\$ 19,200
Streets – Departmental Supplies	\$ 42,300
Sanitation – Departmental Supplies	\$ 24,950
Police – Departmental Supplies	\$ 90,500
Total	\$ 176,950

WATER/SEWER FUND

Section 1. Revenues

Fund Balance Appropriated	\$ 34,500
Total	\$ 34,500

Section 2. Expenditures

Water / Sewer Admin – Departmental Supplies	\$ 34,500
Total	\$ 34,500

ELECTRIC FUND

Section 1. Revenues

Fund Balance Appropriated	\$ 25,800
Total	\$ 25,800

Section 2. Expenditures

Electric – Departmental Supplies	\$ 25,800
Total	\$ 25,800

Adopted this the 13th day of December, 2018.

Lance Olive, Mayor

Attest:

Donna B. Hosch, Town Clerk