17

SINGLE SOURCE AWARD **BID # SS-11568-22**

Subject: Geo-Redundant Backup Solution for the First Coast Radio System (FCRS)

Department: Information Technologies Division

Description of Purchase:
Recommend approval of Single Source Award to Motorola Solutions, Inc. for the purchase of Geo-Redundant Backup Solution for the First Coast Radio System (FCRS). FCRS is the primary method of communication for the Jacksonville Sheriff's Office (JSO), the Jacksonville Fire and Rescue Department (JFRD), and other local public safety subscribers. The backup system will include Dynamic System Resilience and a Geo-Redundant Prime site. The period of service will begin on the effective date of the contract and continue until the date of final project acceptance, expiration of the warranty period, or completion of the services, whichever occurs last. Total requested expenditure not to exceed $4,351,999.00.

Funding Source: 32111.153103.565051.010339.00000000.00000.0000000, to be executed by formal contract through the Office of General Counsel and process by purchase order(s).

Single Source Award To: Motorola Solutions, Inc.

Price Justification: See Attached

Total Award: $4,351,999.00 **Requisition #** FAIT-501137-22

Attachments: Single Source Form; Agency Memo, Vendor Letter, Vendor Quote

Certification as to Single Source: Kenneth Lathrop, Chief of Information Technologies Division/CIO

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Ruben Ola

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE
"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY

DATE: _____

APPROVED_____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-114, Revised 12/2007

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a Supplier subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

The Information Technologies Division (ITD) requests approval to purchase a Geo-Redundant Backup System for the First Coast Radio System (FCRS) from Motorola Solutions, Inc. (Motorola). The backup system will increase the reliability of the FCRS by providing a redundant backup system located at the Ed Ball Building 4th Floor Data Center. Due to the decommissioning of the old JEA Tower, COJ also requires services to relocate the current Master Prime site from JEA Plaza to Cecil Commerce Backup 911 Dispatch Center. The term of the agreement will begin on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The City requires Motorola ASTRO 25 Infrastructure for compatibility with the existing First Coast Radio Network, which is used by General Government, JRFD, JSO and other Public Safety agencies.

The total not-to-exceed amount for this request is $4,351,999.00.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

The Motorola ASTRO® 25 Infrastructure under consideration for purchase is distributed to the end user exclusively through Motorola's direct sales force. These products are not available through the Motorola dealer/reseller network.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

Internet research found that Motorola is the single source supplier for ASTRO 25 equipment, software, technical support, & services. Motorola submitted a single source letter confirming this status. ASTRO 25 is proprietary technology of Motorola Solutions, Inc.

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

DATE: October 18, 2021

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth E. Lathrop, Chief of Information Technologies / CIO

Kenneth E. Lathrop — Digitally signed by Kenneth E. Lathrop Date: 2021.10.19 06:56:21 -04'00'

FROM: Thomas Ossi, Technology Contract and Records Manager

THOMAS OSSI — Digitally signed by THOMAS OSSI Date: 2021.10.18 14:12:30 -04'00'

RE: **Motorola Solutions – Geo-Redundant Backup Solution for the First Coast Radio System (FCRS) – Single Source**

The Information Technologies Division (ITD) requests approval to purchase a Geo-Redundant Backup Solution for the FCRS from Motorola Solutions, Inc. (Motorola). This will increase the reliability of the FCRS by providing a backup system located at the Ed Ball Building, 4th Floor Data Center. In addition, the services provided by this agreement will relocate the current Master Prime site from JEA Headquarters at 21 West Church St. to the Cecil Commerce backup 911 Dispatch Center. The term of the agreement will begin on the Effective Date of the contract and continue until the date of Final Project Acceptance, expiration of the Warranty Period, or completion of the Services, whichever occurs last.

FCRS is the primary method of communication for the Jacksonville Sheriff's Office (JSO), the Jacksonville Fire and Rescue Department (JFRD), and other local public safety subscribers. The backup system will include Dynamic System Resilience and a Geo-Redundant Prime site. In the event the current primary system fails, services will automatically switch over to the backup system. The solution includes a combination of hardware, software, and services.

The Motorola ASTRO 25 Radio Infrastructure is exclusively distributed through Motorola's direct sales force. The solution is not available through the Motorola dealer/reseller network. Internet research found that Motorola is the single source supplier for ASTRO 25 equipment, software, technical support, and professional services. Motorola submitted a single source letter confirming this status.

The total not-to-exceed amount for this request is $4,351,999.00.
FUNDING SOURCE: 32111.153103.565051.010339

Tracy Geake — Digitally signed by Tracy Geake Date: 2021.10.18 15:53:52 -04'00'

Your favorable consideration of ITD's request is appreciated.

Attachments: Motorola FCRS Redundant Backup System Proposal
Single Source Request Form

CC: Alexander Ciprian, Radio Communications Manager
William J. Costa, Technology Infrastructure Manager
Elizabeth Brown, IT Operations Manager
Andre Conyers, IT Contract Administrator
Pieter Jansen, Senior Project Manager

From:	Geake, Tracy
To:	ITDADMIN; Convers, Andre
Cc:	Ciprian, Alexander; Costa, William; Ossi, Thomas; Brown, Elizabeth; Jansen, Pieter
Subject:	FY2022 - Geo-Redundant Master Prime Project (Motorola) - Single Source Purchase
Date:	Monday, October 25, 2021 3:38:07 PM
Attachments:	Motorola - Geo-Redundant Master Prime - Motorola DRAFT 10-4-21.pdf Motorola - Geo-Redundant Backup Solution for FCRC - SINGLE SOURCE FORM 10-18-21 .pdf Motorola-Geo-Redundant Master Prime-Memo-10-18-2021.pdf

---

APPROVED

FUNDING SOURCE: 32111.153103.565051.010339

Thanks.

Tracy Geake

IT Finance Manager

City of Jacksonville | Information Technologies Division

214 N. Hogan St. 9th Floor

Jacksonville, Florida 32202

Office: (904) 255-8103

Cell: (904) 763-4049

www.coj.net

From: Lathrop, Kenneth <LATHROP@coj.net>
Sent: Tuesday, October 19, 2021 6:57 AM
To: Geake, Tracy <TGeake@coj.net>
Subject: RE: FY2022 - Geo-Redundant Master Prime Project - Single Source Purchase

Signed.

From: Geake, Tracy <TGeake@coj.net>
Sent: Monday, October 18, 2021 3:55 PM
To: Lathrop, Kenneth <LATHROP@coj.net>
Subject: FW: FY2022 - Geo-Redundant Master Prime Project - Single Source Purchase

Good Afternoon Ken –

For your approval and signature.

Thanks.

Tracy Geake

IT Finance Manager

City of Jacksonville | Information Technologies Division

214 N. Hogan St. 9th Floor

Jacksonville, Florida 32202

Office: (904) 255-8103
Cell: (904) 763-4049
www.coj.net

From: Brown, Elizabeth <ElizabethB@coj.net>
Sent: Monday, October 18, 2021 3:30 PM
To: Geake, Tracy <TGeake@coj.net>
Cc: Lathrop, Kenneth <LATHROP@coj.net>; Ciprian, Alexander <Aciprian@coj.net>; Costa, William <Wcosta@coj.net>; Conyers, Andre <AConyers@coj.net>; Ossi, Thomas <TOssi@coj.net>
Subject: RE: FY2022 - Geo-Redundant Master Prime Project - Single Source Purchase

Tracy,

For clarification, I have changed the title of the attached agreement to: "Motorola – Geo-Redundant Master Prime – Motorola DRAFT 10-4-21".

It previously had "final" in the name, but this is simply **Motorola's proposed contract**, included for information purposes only.

The actual agreement will be negotiated during the contract process – including payment milestones and dates - and I anticipate there will be material changes to the Terms & Conditions prior to finalization.

I apologize for any confusion.

Now presenting again for your approval.

Thank you,

Elizabeth Brown
IT Operations Manager
Office: 904.255.8199
Cell: 904.652.9186

From: Ossi, Thomas <TOssi@coj.net>
Sent: Monday, October 18, 2021 2:39 PM
To: Geake, Tracy <TGeake@coj.net>
Cc: Lathrop, Kenneth <LATHROP@coj.net>; Ciprian, Alexander <Aciprian@coj.net>; Costa, William <Wcosta@coj.net>; Conyers, Andre <AConyers@coj.net>; Brown, Elizabeth <ElizabethB@coj.net>
Subject: RE: FY2022 - Geo-Redundant Master Prime Project - Single Source Purchase

Good afternoon Tracy,

The contract teams review has been completed please find attached revised memo dated 10/18/2021 for your signature.

Thank you,

Thomas Ossi
Technology Contract and Records Manager
City of Jacksonville
Finance & Administration
Information Technologies Division
214 N. Hogan Street, 9th Floor
Jacksonville, FL 32202
904.255.8080
www.coj.net

From: Geake, Tracy <TGeake@coj.net>
Sent: Friday, October 15, 2021 1:47 PM
To: Ossi, Thomas <TOssi@coj.net>; Conyers, Andre <AConyers@coj.net>
Cc: Lathrop, Kenneth <LATHROP@coj.net>; Ciprian, Alexander <Aciprian@coj.net>; Costa, William <Wcosta@coj.net>
Subject: FW: FY2022 - Geo-Redundant Master Prime Project - Single Source Purchase
Importance: High

Hi Tom –

Will wait for your review and updated memo with signature.

Thanks.

Tracy Geake
IT Finance Manager
City of Jacksonville | Information Technologies Division
214 N. Hogan St. 9th Floor
Jacksonville, Florida 32202
Office: (904) 255-8103
Cell: (904) 763-4049
www.coj.net

From: Costa, William <Wcosta@coj.net>
Sent: Monday, October 11, 2021 9:04 AM
To: Lathrop, Kenneth <LATHROP@coj.net>; Geake, Tracy <TGeake@coj.net>
Cc: Ciprian, Alexander <Aciprian@coj.net>
Subject: FW: FY2022 - Geo-Redundant Master Prime Project - Single Source Purchase

Importance: High

Ken and Tracy.

I have reviewed the attached single source requisition for the **Geo-redundant P25 project** and request your approval subject to the Contracts Team review and approval.
Thanks – Bill Costa

William J. Coşta
Technology Infrastructure Manager
City of Jacksonville | Information Technologies Division
Finance and Administration Department
214 N. Hogan Street, Suite 900 | Jacksonville, FL 32202
Office: 904.255.8006 | Cell: 941.927.6465

CITY OF JACKSONVILLE

From: Ciprian, Alexander <Aciprian@coj.net>
Sent: Friday, October 8, 2021 5:21 PM
To: Costa, William <Wcosta@coj.net>
Cc: ITD Radio Engineers <ITDRadioEngineers@coj.net>; Jansen, Pieter <PJansen@coj.net>; Steffens, Gary <GARYS@coj.net>
Subject: FY2022 - Geo-Redundant Master Prime Project - Single Source Purchase
Importance: High

Bill,

Attached for your review is the procurement memo, single source request form, and Geo-Redundant Master Prime contract. Please feel free to make any revisions you require.

NOTE: The approval process for purchase requests requiring a procurement award and contract must be routed to the Contracts Team (Tom, Elizabeth, Andre) to review. Tom will make any necessary changes to the memo, sign, and route the documentation to Tracy for approval.

Vendor: Motorola Solutions, Inc.
Period of Coverage: Contract Effective Date through Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last.
Purchase Type: Single Source Contract Purchase Agreement
Amount: $4,351,999.00
Funding Source: 32111.153103.565051.010339

P – 010339
O – 153103
E – 565051

T – 1
A – 32111-384020

Attachments:

- Procurement Memo
- Agreement
- Single Source Request Form

Sincerely,

Alexander Ciprian
Radio Communications Manager
City of Jacksonville | Information Technologies Division
1020 Superior Street
Jacksonville, Florida 32254
Office: (904) 255-8499 | Cell: (904) 219-6489 | Fax: (904) 630-8342
www.coj.net | aciprian@coj.net

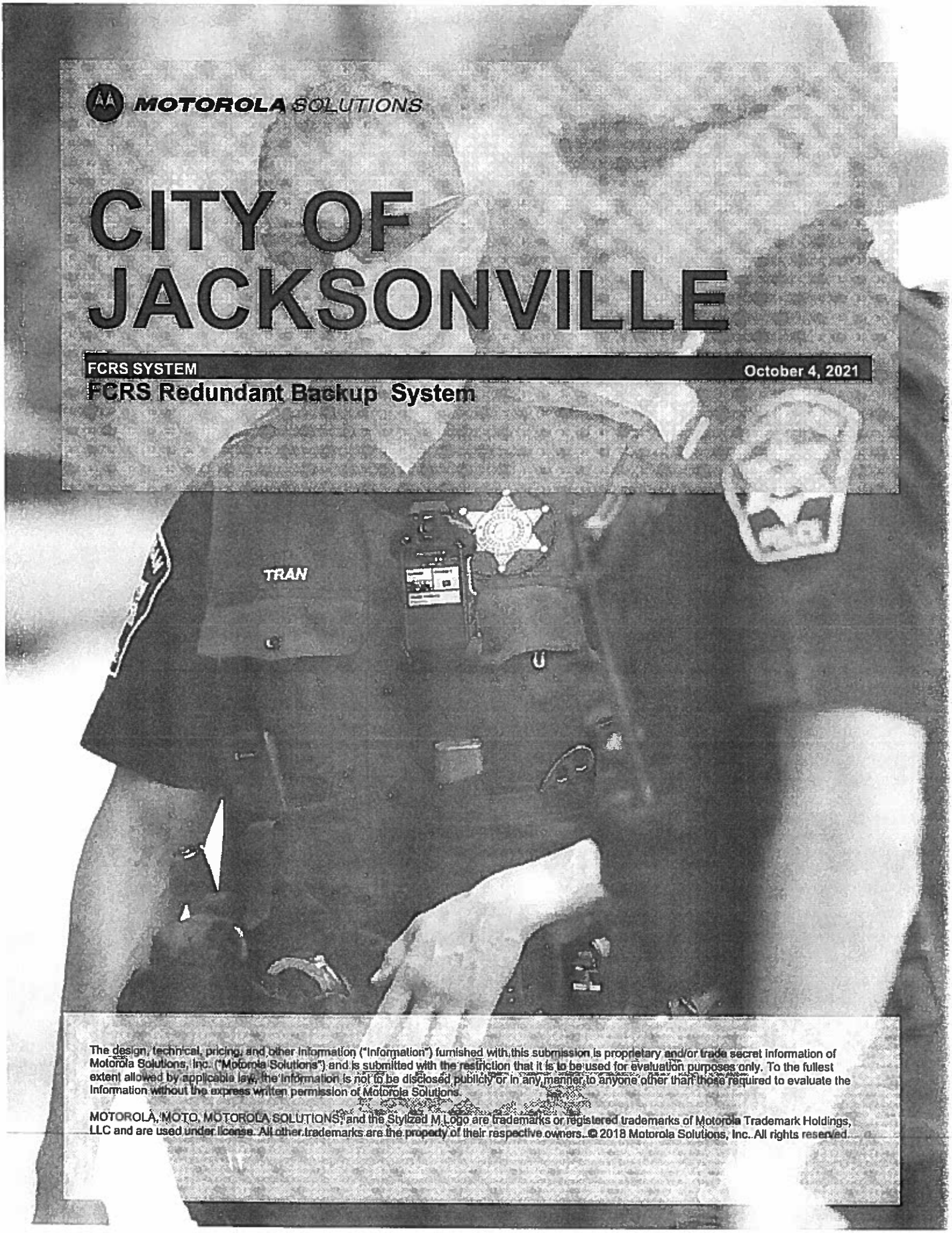
MOTOROLA SOLUTIONS

CITY OF JACKSONVILLE

FCRS SYSTEM

October 4, 2021

FCRS Redundant Backup System



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

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MOTOROLA SOLUTIONS

October 4, 2021

Ken Lathrop, CIO
The City of Jacksonville
214 N. Hogan Street
Jacksonville, Florida 32202

Subject: FCRS System Redundancy and Coverage Projects

Dear Ken,

Motorola Solutions, Inc. (Motorola Solutions) is pleased to have the opportunity to provide the City Jacksonville a proposal to add system redundancy and coverage to the First Coast Radio System (FCRS). System redundancy is achieved by adding Dynamic System Resilience (DSR) and a Geo Redundant Prime to FCRS. DSR is a new and efficient way to achieve geographic redundancy of the FCRS core. This technology was not available when the FCRS was upgraded to the TIA P25 Standard in 2009. Now, we have the technology that if an event should cause a power outage, equipment failure, or physical damage to the primary FCRS core, the proposed DSR enables automatic switchover to the proposed backup core that will continue to deliver the same high level of availability, reliability, and network management capabilities that the City's first responders expect from the FCRS.

In response to your inquiry concerning alternate sourcing for the Motorola ASTRO® 25 Infrastructure under consideration for purchase, these products are distributed to the end user exclusively through Motorola's direct sales force. These products are not available through the Motorola dealer/reseller network.

To best meet the functional and operational specifications of these technology updates to the FCRS, our solution includes a combination of hardware, software, and services. Specifically, this solution provides:

- Installation of a DSR and Geo Redundant Prime Site at the Ed Ball Building.
- Moving the original JEA Plaza Master and Prime to the Cecil Commerce Backup Dispatch Center.
- Moving the JEA RF site to the Wells Fargo, downtown building.
- Update the FCRS back haul network to a full-packet solution combining IP/MPLS, packet microwave,and optical transport technologies to create reliable, secure, converged backhaul networks.

This proposal consists of this cover letter and the Communications System Agreement (CSA), together with its Exhibits. This proposal shall remain valid through November 19,2021. We thank you for the opportunity to furnish the City of Jacksonville with "best in class" solutions and we hope to strengthen our relationship by implementing this project.

Sincerely,

Motorola Solutions, Inc.

Daniel Sanchez
MSSSI Vice President
Government & Public Safety
Florida Government Market

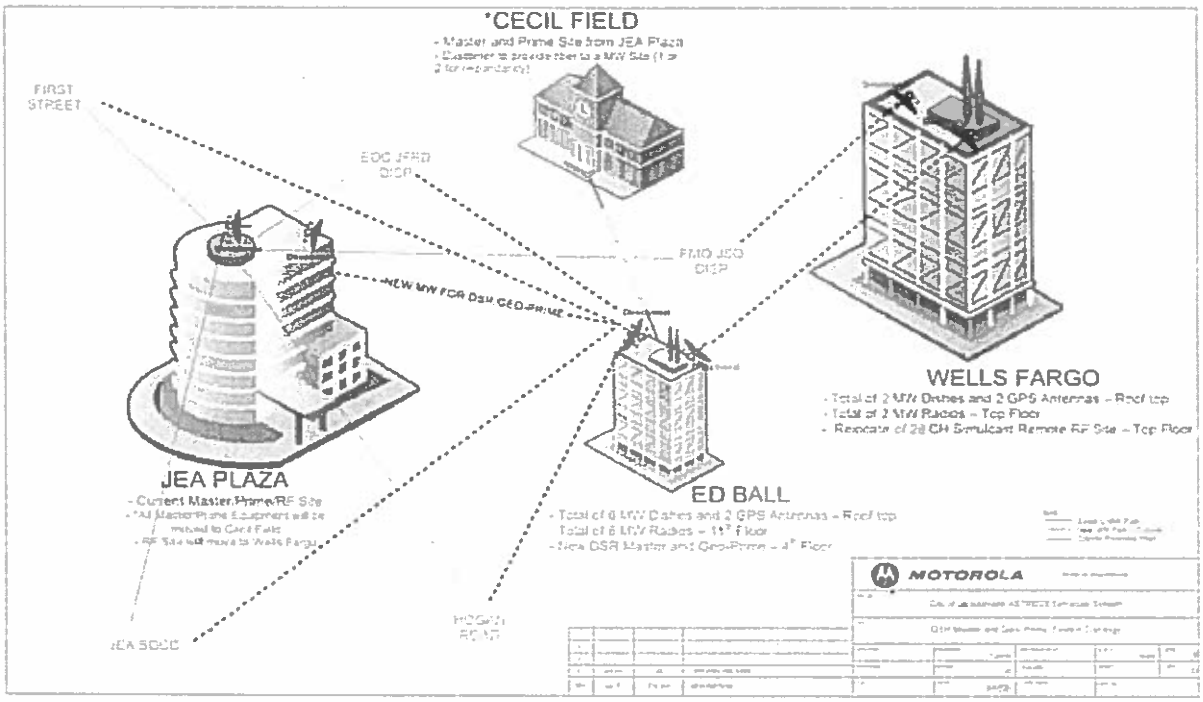
SECTION 1

PROJECT DESCRIPTION

1.1 OVERVIEW

The proposed project is made up of various sub-projects; they encompass various ITD CIP initiatives that the City of Jacksonville wishes to implement (see drawing below for detail):

1. Install a DSR and Geo Redundant Prime Site at the Ed Ball Building. This is critical to enable the second sub-project. Add MPLS will be installed at all 10 RF sites and Dispatch Centers.
2. Move the original Master and Prime to the Cecil Commerce Backup Dispatch Center.
3. Move the RF site at JEA to the Wells Fargo, downtown building rooftop.
4. Update the FCRS back haul network to a full-packet solution combining IP/MPLS, packet microwave, and optical transport technologies to create reliable, secure, converged backhaul networks.



Use or disclosure of this proposal is subject to the restrictions on the cover page.

1.2 DSR AND GEO REDUNDANT PRIME SITE

Impact to Jacksonville First Responders:
ENSURES NO INTERRUPTION TO THE RADIO SYSTEM USERS; IN THE EVENT OF A CONTROL POINT FAILURE, THE SYSTEM AUTOMATICALLY SWITCHES TO THE REDUNDANT CONTROLLER.

1.2.1 Dynamic System Resilience

GEOGRAPHIC REDUNDANCY FOR THE HIGHEST LEVEL OF SYSTEM FAILURE PROTECTION

Dynamic System Resilience (DSR) maintains critical radio system communications in the event in case one core is lost by switching immediately to a second core. Having the cores in different locations further enhances system resilience.

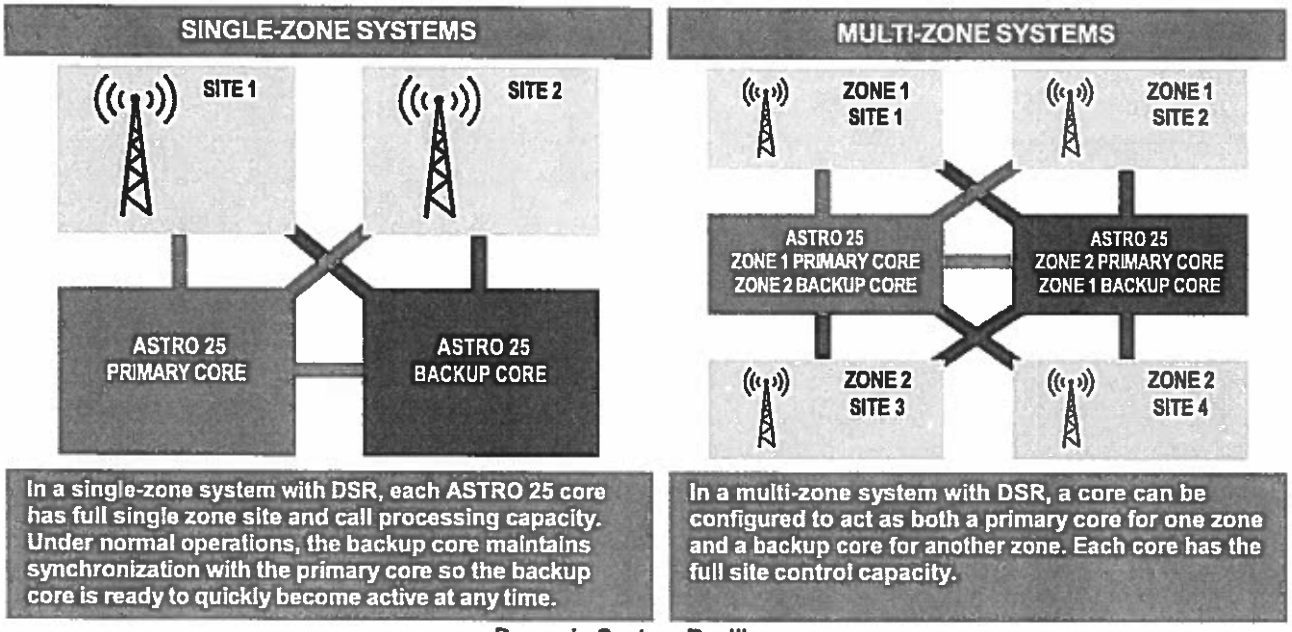
The DSR option maintains full system functionality, including network management features and core component redundancy, assuring your system remains active at your most critical time of need—thus maintaining strategic communications and preserving the safety of your jurisdiction.

MAINTAIN COMMUNICATIONS DURING SYSTEM FAILURES

The switch between master sites is automatic and seamless, with minimal interruption to radio system users. DSR provides redundant data components that switch independently of voice components.

Dynamic System Resilience provides:

- **Real-time synchronization**—Without operator intervention, core configuration data syncs for rapid core switch-over.
- **Fast switchover**—Most systems return to wide-area trunking operation in less than 30 seconds.
- **Geographic Redundancy**—Having cores in two locations provides the highest level of system outage protection to deliver constant communications.
- **Failure testing**—Manual core switching enables periodic testing of failure protection and both cores.



Dynamic System Resilience

1.2.2 Geographically Redundant ASTRO 25 Prime Sites

MAINTAIN WIDE-AREA COMMUNICATIONS DURING THE WORST DISASTERS

Geographically redundant ASTRO 25 prime sites keep wide-area simulcast subsystems operating even after a catastrophic loss of one of the prime sites. If the prime site becomes unavailable, the system automatically restores wide area operation with the secondary prime site.

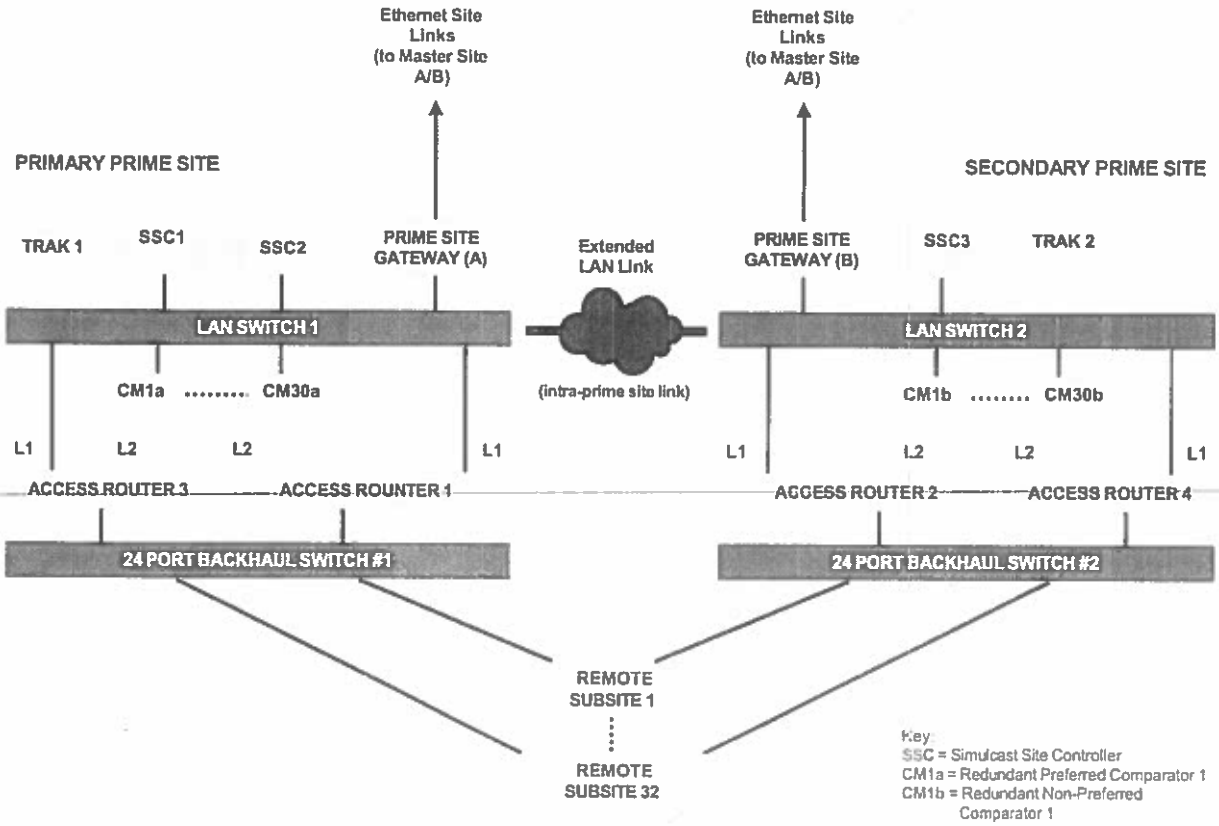
SWITCHOVER IS FAST, AUTOMATIC

The ASTRO 25 system keeps users connected through a major catastrophe:

- Full functionality is provided on all the channels at the subsites.
- Redundant systems are easy to operate:
  - All equipment is centrally managed.
  - Simple, familiar system configuration and maintenance.
  - Multiple locations appear to the system as a single prime site.

A typical configuration is shown below.

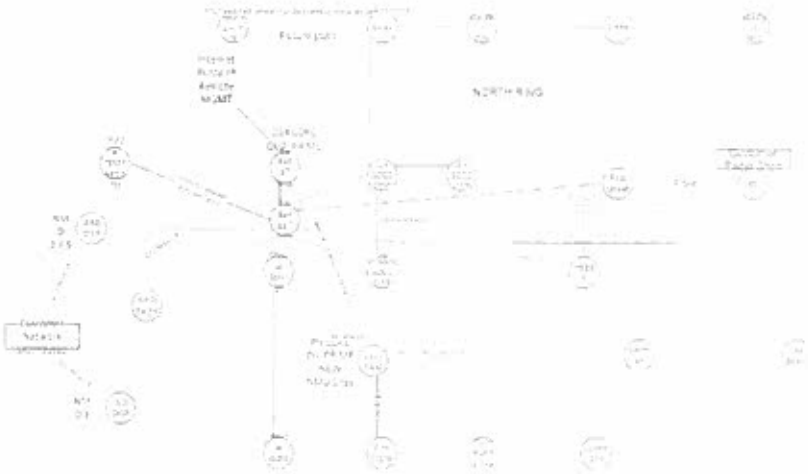
Use or disclosure of this proposal is subject to the restrictions on the cover page.



Sample Geographically Redundant Prime Site Configuration

1.3 MPLS

MPLS will be installed at sites as depicted in the drawing below. Motorola Solutions has teamed up with Nokia networks to provide best in class, comprehensive MPLS Solution. This quote includes all equipment and labor needed for our System Engineers, System Technologist and Technicians to stage, program, connect, and convert routers/switches for Nokia MPLS project.



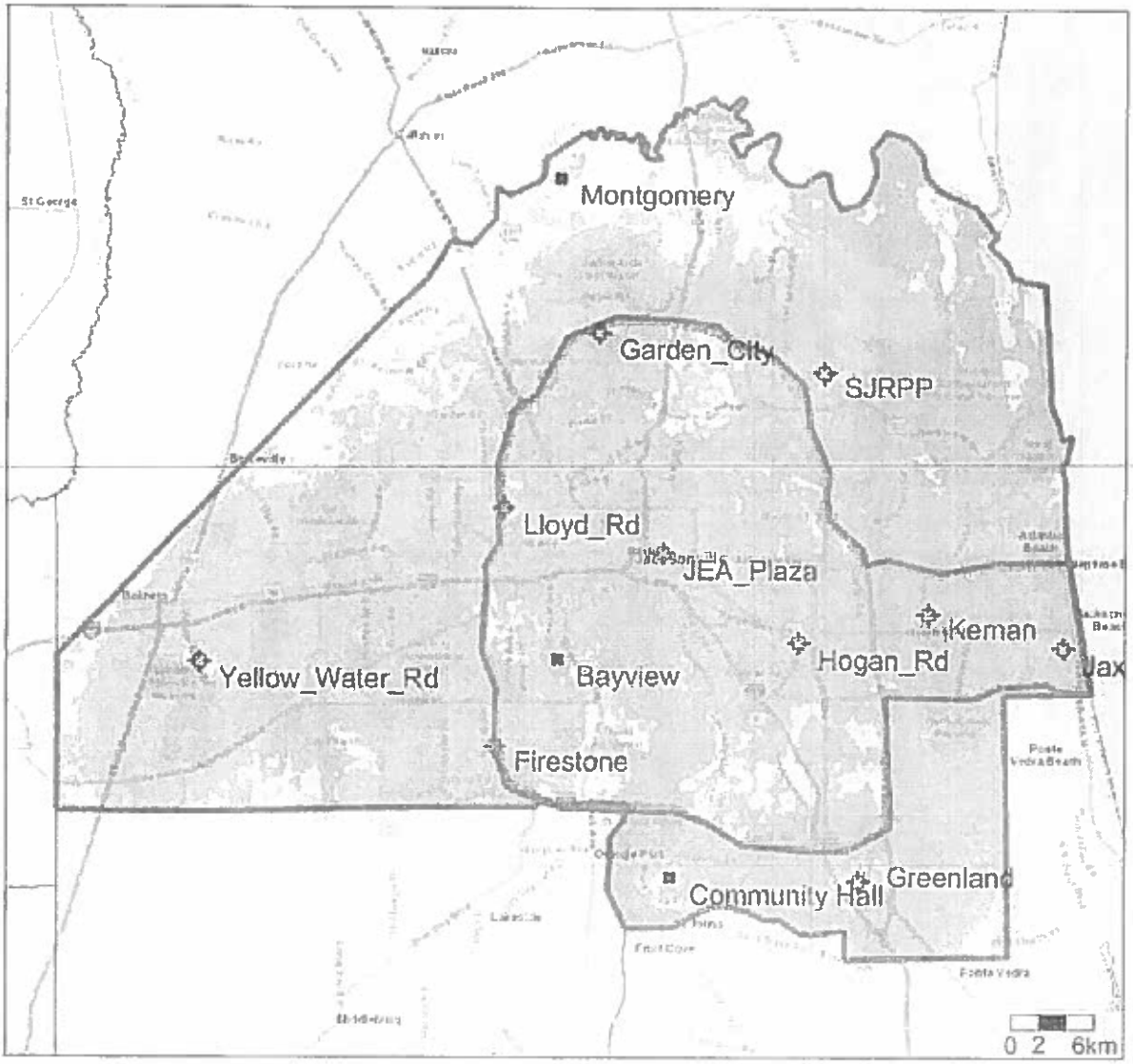
1.4 MOVE ORIGINAL MASTER AND PRIME SITE TO CECIL COMMERCE BACKUP DISPATCH CENTER

Once the DSR and Geo Redundant Site are installed and operational, the original Master and Prime can me moved. Motorola Solutions will move the existing Master and Prime Site equipment into the County provided Cecil Commerce Backup Center location.

1.5 MOVE JEA RF SITE TO THE WELLS FARGO BUILDING ROOFTOP

This portion of the project is primarily the relocation of the existing RF equipment at JEA. New antennas and line are included to (a) mitigate the outage time during transition and (b) protect from reuse antenna line that would likely be damaged in removal and transport.

Use or disclosure of this proposal is subject to the restrictions on the cover page.


Montgomery
Garden_City
SJRPP
Lloyd_Rd
JEA_Plaza
Keman
Hogan_Rd
Jax
Yellow_Water_Rd
Bayview
Firestone
Greenland
Community Hall
0 2 6km

SECTION 2

STATEMENT OF WORK

Motorola Solutions is proposing to the City of Jacksonville the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Ed Ball	DSR Geo Prime Microware Links from Ed Ball to: JEA Plaza, Hogan Rd, JEA SOCC, First Street, EOC (JFRD), Wells Fargo
Cecil Commerce Backup Dispatch Center	Move original Master and Prime from JEA Plaza to Cecil Commerce Backup Dispatch Center
Wells Fargo Rooftop	Relocate JEA RF Equipment to Wells Fargo Add Microwave links to Ed Ball and PMB (JSO).

The document delineates the general responsibilities between Motorola Solutions and the City of Jacksonville as agreed to by contract.

A detailed Civil Statement of Work is provided in Section 3.

2.1 MOTOROLA SOLUTIONS RESPONSIBILITIES

Motorola Solutions' general responsibilities include the following:

- Perform the installation of the Motorola Solutions supplied equipment detailed in the equipment list herein.
  - For the DSR and Geo Prime, Motorola Solutions will install the equipment in the City provided cabinets in the field.
- Schedule the implementation in agreement with the City of Jacksonville.
- Coordinate the activities of all Motorola Solutions subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide the City of Jacksonville with the appropriate system interconnect specifications.
- Provide licensing coordination for Microwave and RF site add.

2.1.1 Ed Ball Building Master Site

- Move equipment from CCSI staging racks to customer provided cabinets.

- Provide (8) runs of CAT6 cabling to demark frame (approximately 30 to 50 feet away). Cables will be required to be color-coded per the COJ Data Center requirements.
- Provide and install grounding per R56 standards to the secondary ground bus within the Data Center room.
- Customer to provide and install GPS antenna line (LMR600) from the 4th floor equipment room to the rooftop. Motorola Solutions to move GPS antenna from JEA Paza and install.
- Provide proper grounding to the COJ provided ground bus.
- COJ is to provide access from the 4th floor to the entrance port on the parapet wall.
- COJ will also supply electrical needs unless otherwise detailed in the Civil scope pf this document
- Configure and make operational the he DSR/GEO Prime. This will include installation of a new prime site HP2930-48 LAN switch and two SRX1500 Exit routers at the existing FCRS master/Prime.

2.1.2 Move Original Master and Prime to Cecil Commerce Backup Dispatch

- Document, un-rack or untie as needed, move and reinstall Master and Prime equipment.
- Configure
- Test

2.1.3 Move JEA RF Site to Wells Fargo Rooftop

- Site development specifics details in Section 3
- Document, un-rack or untie as needed, move and re-install as needed, move RF site.
- Remove TRAK and GPS antennas from JEA Plaza and connect with new antenna line as provided in equipment list.

2.1.4 Install MPLS

- Provide multiple phased integration support: 20 SAR nodes, 2 microwave rings,fiber extensions, and leased circuits.
- City of Jacksonville
- Use or disclosure of this proposal is subject ASTRO 25 System Projects to the restrictions on the cover page.

- Configure MPLS routers to support upgrade ASTRO 25 system to DSR and Geo –Prime integrations.
- Support conversion of existing ASTRO Layer 2 backhaul to Layer 3.
- Integrate the Nokia routers into the zone UEM configuration for Fault Management.

2.2 CITY OF JACKSONVILLE RESPONSIBILITIES

The City of Jacksonville will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola Solutions. General responsibilities for the City of Jacksonville include the following:

- Provide cabling color code requirements.
- The County will provide fiber between JEA Plaza and the Ed Ball building.
- Ensure sites meet space, grounding, power, power distribution, and connectivity requirements for the installation of all equipment.
  - Ensure UPS at Cecil Backup is sufficient for equipment.
  - Obtain all licensing, site access, or permitting required for project implementation.
  - This may include road closures, traffic management or other items to ensure safe access.
- Provide required system interconnections, unless otherwise specifically provided herein.
- Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all City of Jacksonville vendors or other contractors.

2.3 ASSUMPTIONS

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola Solutions will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
  - Sufficient floor space exists at each backup prime site location for at least two cabinets. Primary and Redundant prime sites will house 2 comparators in 1 chassis at each location.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the customer.
- Any tower stress analysis or tower upgrade requirements are the responsibility of the customer.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No coverage guarantee or testing is included in this proposal.

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- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions provided equipment except for interference that is directly caused by the Motorola Solutions provided transmitter(s) to the Motorola Solutions provided receiver(s). Should the Customer's system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- JEA Plaza and the Ed Ball Building transport will include in a new MNI Microwave path between both buildings and County provided fiber. It is assumed that this networking equipment will work through the re-configuration process without any issues.
- The new comparators and controller are configured for AC power.
- Sufficient floor space exists at each backup prime site location for at least two cabinets. Primary and Redundant prime sites will house 2 comparators in 1 chassis at each location.
- This design assumes adequate power and HVAC exist at the site selected for the new Prime Site.
- Unless otherwise specified items not identified to be moved from JEA Plaza to Ed Ball will be abandoned in place, not moved or disposed of. This includes antennas and lines that will be retired from service.
- All MNI MW radios in the system backhaul must be updated to the Proteus MX series, prior to the commencement of this project.
- No Microwave maintenance or lifecycle is included.

SECTION 3

CIVIL STATEMENT OF WORK

3.1 WELLS FARGO SITE

3.1.1 Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Existing tower to be used for antennas – 520' Rooftop.
- Site acquisition services – Not included.
- Zoning Services – Not included.

3.1.2 Motorola Responsibilities

3.1.2.1 Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by propose construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna loads. No obtrusive investigations have been included.
- Perform an x-ray of the structure (up to 15 location of three square feet each) to determine the location of structural components and rebar sizing.

- Design multi antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

3.1.2.2 Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

3.1.2.3 Antenna and Transmission Line Installation

- Install up to 7 antenna(s) for the RF system.
- Supply and install side arm(s) as needed for antenna mounts.
- Install 2 tower top amplifier(s).
- Install up to 600 linear feet of 1/2-inch transmission line.
- Install up to 600 linear feet of 7/8-inch transmission line.
- Install up to 400 linear feet of 1-1/4-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

3.1.2.4 Existing Facility Improvement Work

- Ground all metallic objects in the interior of the existing room, to meet current Motorola's Standards and Guidelines for Communications Sites (R56) requirements and terminate near equipment locations.
- Supply and install up to 4 copper ground buss bars.

3.1.2.5 Miscellaneous Work

- Designed Fabrication & Galvanized Steel Platform to support all of the RF antennas as designed. Including cable tray as required for supporting and routing the LDF.
- Provide labor materials and transportation of antenna grid to roof.
- Provide all labor, tools, and equipment required for the installation of new antenna support system.
- Quantity of (2) Eaton 9155 15kVA / 13.5kW, 1PH 208V UPS installed in parallel (configuration is for redundancy not capacity) wall-mount parallel tie/bypass panel, bridge communication cards, 7x24 Start-Up visit, two year on-site, next day response warranty coverage. Runtime is 13.3 minutes at full load, with internal batteries. Install new single phase Uninterruptible Power Supply (UPS) equipment (10 to 20 KVA), make before break switch, transformer, 100 Amp disconnect, wire output to breakers and connect to alarm punch block.
- Install 30A single pole breakers in the panel and wire to simplex outlets located on an average within 35 cable feet
- Install secondary surge protector (MOV) on electrical service side of the Automatic transfer switch (ATS) and connect to alarm panel.

- Install a primary (SAD/MOV) surge protector on the load side of the ATS and connect to alarm panel.

3.1.3 City of Jacksonville Responsibilities

- If required, prepare and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.
- Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.
- Pay for the usage costs of power, leased lines and generator fuelling both during the construction/installation effort and on an on-going basis.
- Pay for application fees, taxes and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708
- As required, provide property deed or lease agreement, and boundary survey, along with existing as-built structural and electrical drawings of the site and site components to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.
- Provide support facilities for the antenna cables (cable ladder, entry ports, Waveguide Bridge) from the antenna to the equipment room.
- Pay for any upgrade of the antenna support structure necessary to accommodate the new antennas.
- Secure power connection to the site, associated permitting and installation of a meter, and disconnect within 50 feet of the proposed equipment room location.
- Provide space, HVAC, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater, unless otherwise specified in the Civil work section of this document.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.

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- If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.
- If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.
- Supply dedicated 20 Amp simplex A. C. outlets at for each major piece of proposed equipment within six (6) feet of the equipment location wired to individual breakers in distribution panels.
- Secure power connection to the room, associated permitting, and installation of a meter and disconnect within 50 feet of the proposed shelter location.

3.1.4 Assumptions

- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- All recurring and non-recurring utility costs will be borne by the Customer or site owner.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- Existing facility has a grounding system with a ground resistance of 10 ohms or less.
- Existing facility has all fire protection required already installed.
- Existing antenna support structures are structurally capable of supporting the new antenna, cables and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.
- Existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables
- Extensive documentation (balloon tests, photo simulations, expert testimony etc.) to support zoning effort for existing structures is not required.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.

- The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load.
- A clear obstruction-free access exists from the antenna location to the equipment room.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.

3.2 ED BALL SITE

3.2.1 Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning Services – Not included.
- Existing tower to be used for antennas – 169 ' Rooftop.

3.2.2 Motorola Responsibilities

3.2.2.1 Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by propose construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna loads. No obtrusive investigations have been included.
- Perform an x-ray of the structure (up to 15 location of three square feet each) to determine the location of structural components and rebar sizing.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

- Design multi antenna/dish support mounting assemblies to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

3.2.2.2 Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

3.2.2.3 Antenna and Transmission Line Installation

- Install 2 GPS antenna(s).
- Install up to 600 linear feet of 1/2-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

3.2.2.4 Miscellaneous Work

- Designed Fabrication & Galvanized Steel wall mounts for cooling tower screen wall to support MNI Microwave antennas as required.
- Provide labor materials and transportation of all mounting hardware installation to support the Microwave dishes as designed.
- Installation of entry port hood including cutting back the roof, attaching per design, labor and materials to complete the installation as required.
- Misc hardware as required to support and route cables to equipment room from roof.
- Quantity of (2) Eaton 9155 15kVA / 13.5kW, 1PH 208V UPS installed in parallel (configuration is for redundancy not capacity) wall-mount parallel tie/bypass panel, bridge communication cards, 7x24 Start-Up visit, two year on-site, next day response warranty coverage. Runtime is 13.3 minutes at full load, with internal batteries. Install new single phase Uninterruptible Power Supply (UPS) equipment (10 to 20 KVA), make before break switch, transformer, 100 Amp disconnect, wire output to breakers and connect to alarm punch block.
- Single phase commercial power hookup from source up to 100 feet away within the building, including meter box and main cutoff.
- 200A Breaker panel with capacity for 30 circuits. Install 30A single pole breakers in the panel and wire to simplex outlets located on an average within 35 cable feet.
- Install secondary surge protector (MOV) on electrical service side of the Automatic transfer switch (ATS) and connect to alarm panel.
- Install a primary (SAD/MOV) surge protector on the load side of the ATS and connect to alarm panel.
- Install 30A single pole breakers in the panel and wire to simplex outlets located on an average within 35 cable feet at Emergency Operation Center (JRFD), JEA Plaza and PMB (JSO) each.

3.2.3 City of Jacksonville Responsibilities

- If required, prepare and submit Electromagnetic Energy (EME) plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.
- Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.
- Pay for the usage costs of power, leased lines and generator fuelling both during the construction/installation effort and on an on-going basis.
- Pay for application fees, taxes and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708
- As required, provide property deed or lease agreement, and boundary survey, along with existing as-built structural and electrical drawings of the site and site components to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.
- Secure power connection to the site, associated permitting and installation of a meter, and disconnect within 50 feet of the proposed equipment room location.
- Provide space, HVAC, , lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.
- If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.
- Upgrade the existing grounding and transient voltage suppression systems to Motorola's current R56 Standards, and supply a single point system ground, of ten (10) ohms or less, to be used on all fixed equipment supplied under this proposal. Supply a grounding tie point within ten (10) feet of the-Motorola-supplied equipment.

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- Supply required standby generator power to support the additional proposed equipment. This power source shall be adequate to back up all radio equipment, future equipment growth, and ancillary equipment such as, but not limited to, interior lighting, tower lighting and HVAC.
- Provide support and entry facilities for the cables (cable ladder/chase way, entry ports, etc.) between the proposed equipment locations.
- Secure power connection to the room, associated permitting, and installation of a meter and disconnect within 50 feet of the proposed shelter location.
- City of Jacksonville will provide all electrical circuits for the DC power plant rectifier circuits on the 11th floor, as well as the power required for the Master equipment on the fourth floor.

3.2.4 Assumptions

- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- All recurring and non-recurring utility costs will be borne by the Customer or site owner.
- Site will have adequate electrical service.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal.
- No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- Existing facility has a grounding system with a ground resistance of 10 ohms or less.
- Existing facility has all fire protection required already installed.
- Existing antenna support structures are structurally capable of supporting the new antenna, cables and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.
- Existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables
- Extensive documentation (balloon tests, photo simulations, expert testimony etc.) to support zoning effort for existing structures is not required.

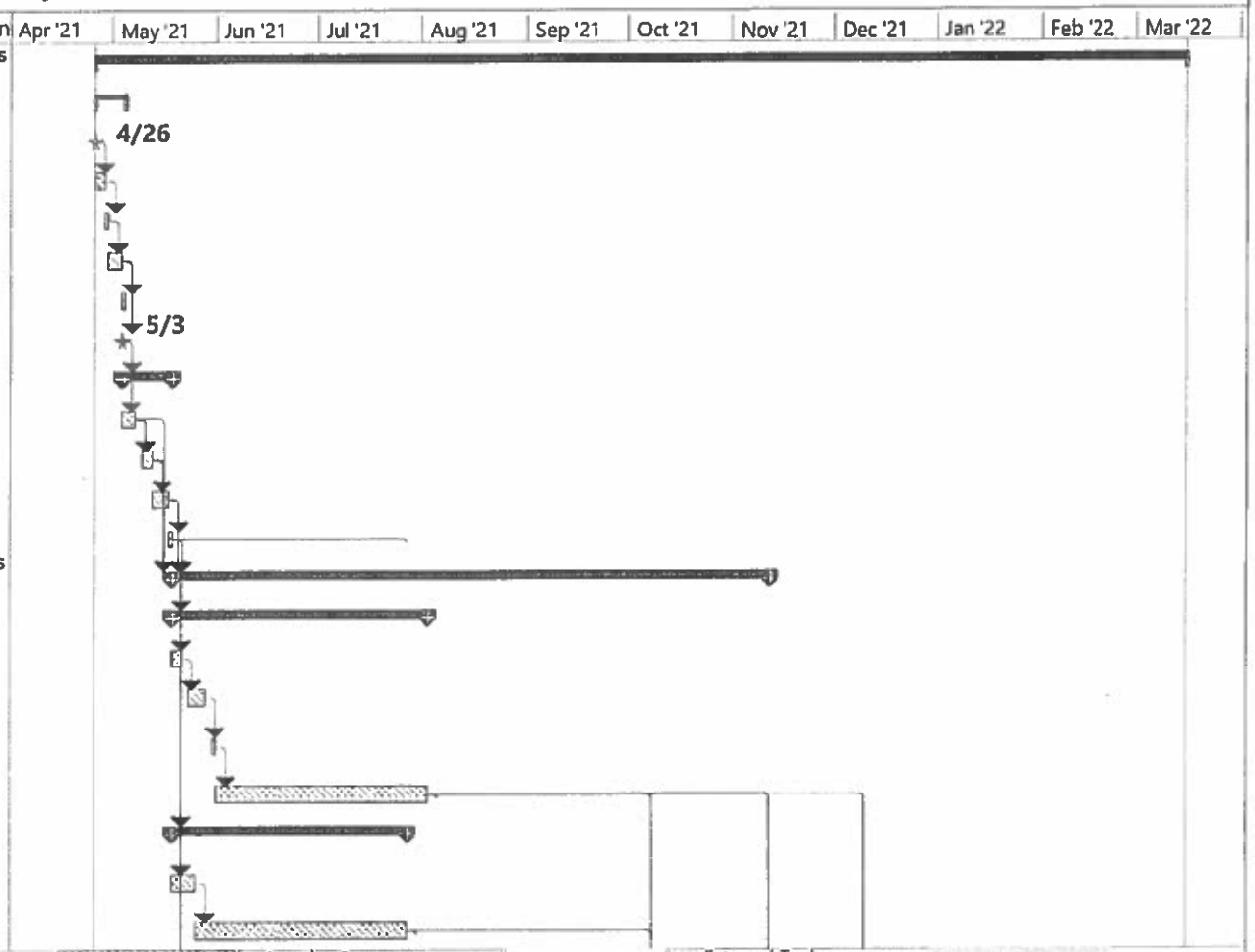
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.
- The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load.
- A clear obstruction-free access exists from the antenna location to the equipment room.
- The Customer does not desire upgrade of the existing site to meet Motorola's R56 standards.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.

SECTION 4

PRELIMINARY SCHEDULE

City of Jacksonville DSR and Geo Prime Preliminary Schedule

ID	Task Name	Duration
1	**DSR and Geo Prime Add and JEA Move**	**232 days**
2	**Project Initiation**	**7 days**
3	Contract Award	0 days
4	Project Set Up	3 days
5	Post Sale Transition Meeting Comple	1 day
6	Internal Project Plan/Design Review	2 days
7	Project Kick-off	1 day
8	Project Initiation Complete	0 days
9	**Project Planning**	**11 days**
10	Site Survey Conducted	4 days
11	Customer Design Review	3 days
12	Contract Change Order Process	3 days
13	Update Project Plans (Post CDR)	1 day
14	**Project Execution**	**127 days**
15	**MW Frequency Coordination**	**54 days**
16	Perform Path Studies	3 days
17	Perform Frequency Coordination and file PCN	5 days
18	Prepare Frequency Applications and submit	1 day
19	MW License Approval	45 days
20	**LMR Frequency Coordination and LMR Applications**	**50 days**
21	Applications Submitted to APCO for Coordination	5 days
22	FCC Review and Granting of Appl	45 days

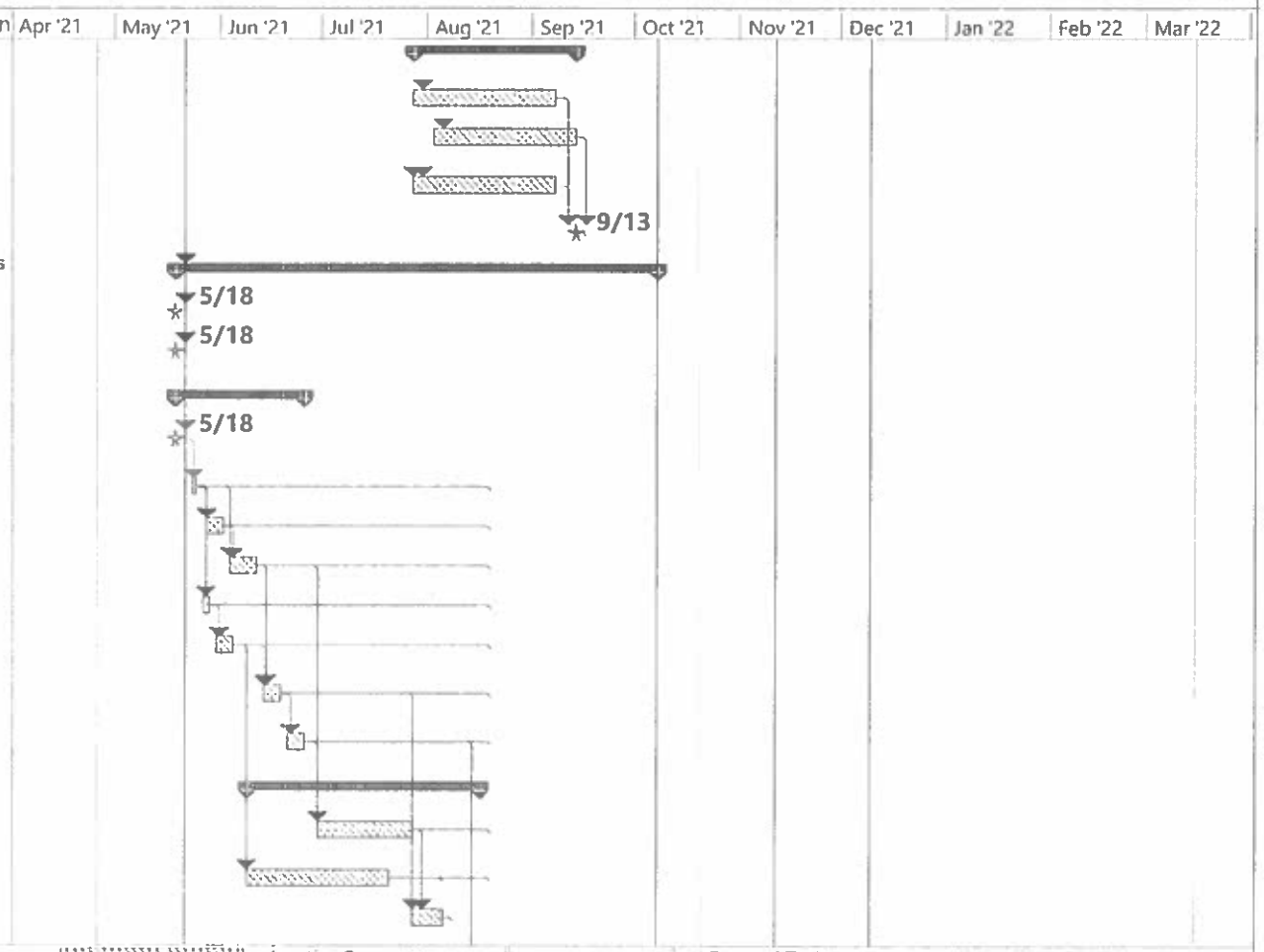


Project: City of Jacksonville Sch
Date: Tue 3/2/21

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

City of Jacksonville DSR and Geo Prime Preliminary Schedule

ID	Task Name	Duration
23	**Manufacturing and Staging**	**34 days**
24	Non-Staged Equipment	30 days
25	MW Equipment Order, Manufacturing and Staging	30 days
26	FNE Equipment Order, Manufacturing and Staging	30 days
27	Manufacturing and Staging Compl	0 days
28	**WELLS FARGO SITE DEVELOPME**	**102 days**
29	**PRE CONSTRUCTION PHASE**	**0 days**
30	Notice to proceed from City of Jacksonville, FL	0 days
31	**SITE ENGINEERING**	**28 days**
32	Site location agreement between owner and City of	0 days
33	Site visit with A&E	1 day
34	Tower Mapping (if tower dwgs	3 days
35	Structural Analysis of antenna	6 days
36	Prepare site sketch/Lease Exh	2 days
37	Review and approval of site sketch by City of Jacksonville,	5 days
38	Preliminary drawings for zoning/City of Jacksonville, FL	5 days
39	Review and approval of drawings by City of	5 days
40	**PERMITTING AND FINAL DRAW**	**49 days**
41	Existing tower zoning application and approvals	20 days
42	NEPA/SHPO studies and appr	30 days
43	Complete Final Detailed drawings for City of	7 days



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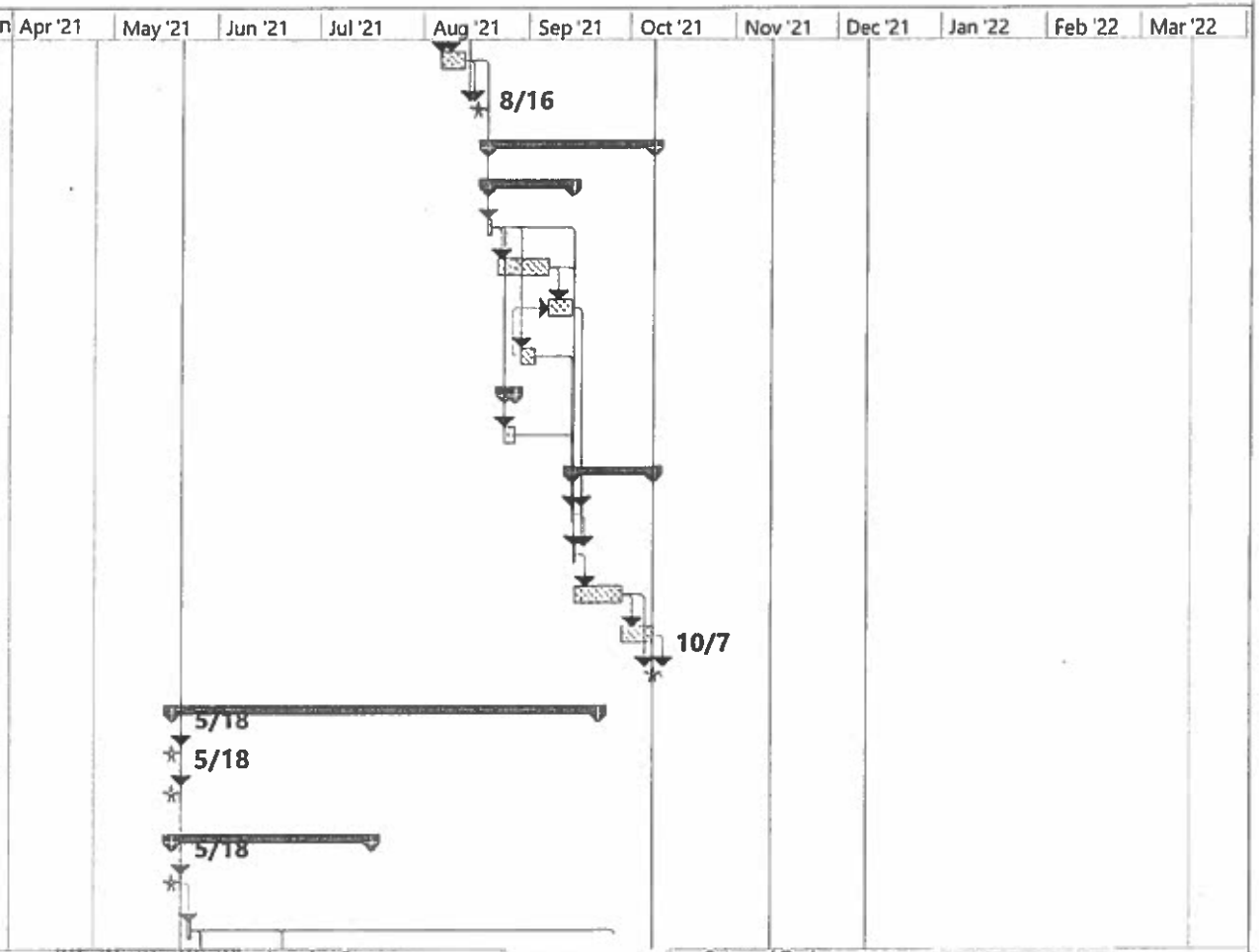
Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

City of Jacksonville DSR and Geo Prime Preliminary Schedule

ID	Task Name	Duration
44	City of Jacksonville, FL approval of Final Construction	5 days
45	Site release/ Construction NTP	0 days
46	**CONSTRUCTION PHASE**	**35 days**
47	**SITE PREPARATION**	**17 days**
48	Mobilization	1 day
49	Roof Top work	11 days
50	Ship antennas, line and accessories to the site	5 days
51	Install antennas and lines	4 days
52	**EXISTING FACILITY IMPROV**	**3 days**
53	Install internal grounding	3 days
54	**FINAL TESTING**	**18 days**
55	Line termination and Sweep	0.5 days
56	Punch List with City of Jack	0.5 days
57	Punch List completion	10 days
58	As-Built drawings from A&E	7 days
59	Site Development Completi	0 days
60	**ED BALL SITE DEVELOPMENT**	**90 days**
61	**PRE CONSTRUCTION PHASE**	**0 days**
62	Notice to proceed from City of Jacksonville, FL	0 days
63	**SITE ENGINEERING**	**43 days**
64	Site location agreement between owner and City of	0 days
65	Site visit with A&E	1 day

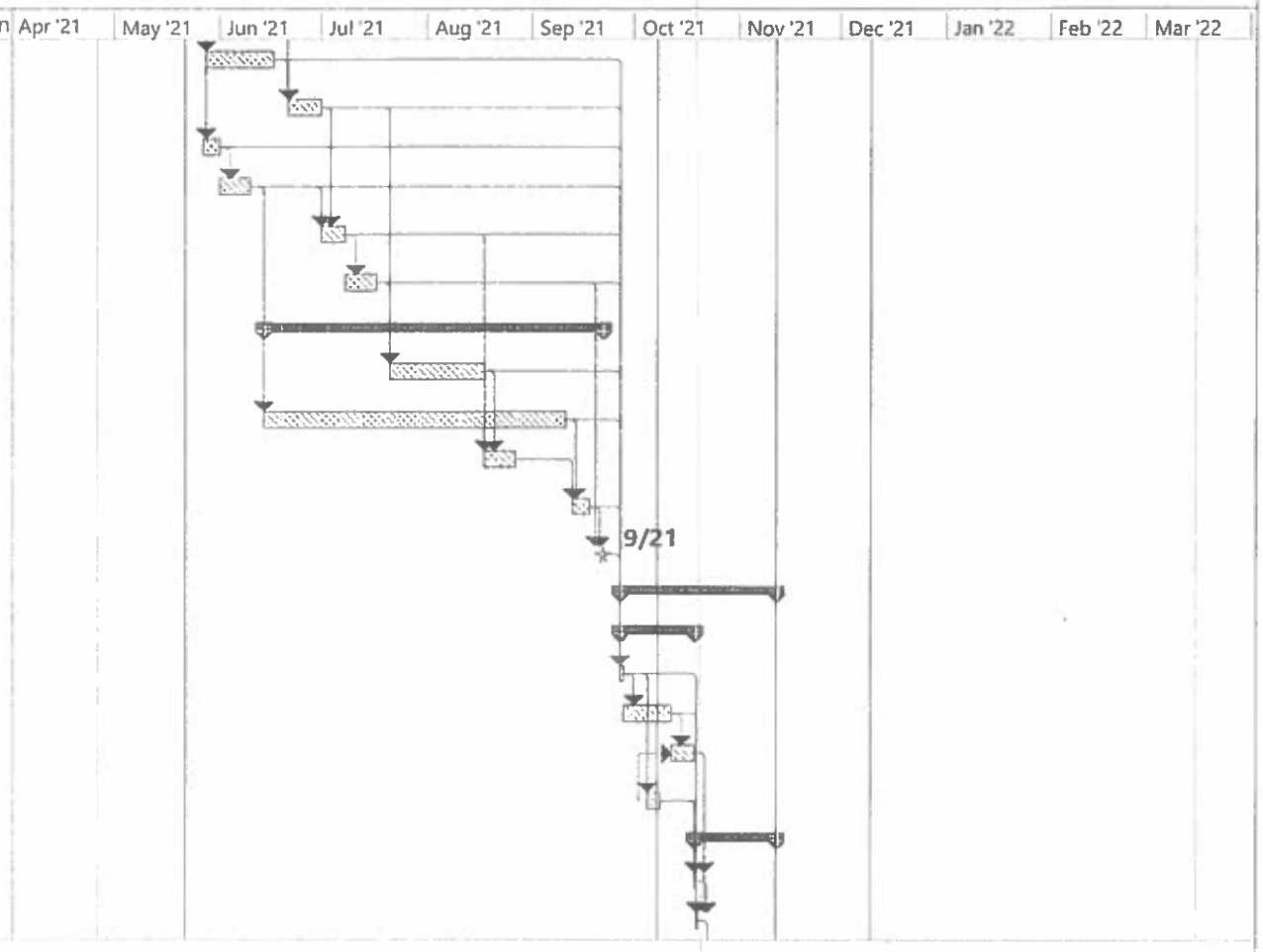


Project: City of Jacksonville Sch
Date: Tue 3/2/21

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

City of Jacksonville DSR and Geo Prime Preliminary Schedule

ID	Task Name	Duration
66	Tower Mapping (if Building dwgs unavailable)	14 days
67	Structural Analysis of antenna	8 days
68	Prepare site sketch/Lease Exh	3 days
69	Review and approval of site sketch by City of Jacksonville,	7 days
70	Preliminary drawings for zoning/City of Jacksonville, FL	5 days
71	Review and approval of drawings by City of	7 days
72	**PERMITTING AND FINAL DRAW**	**72 days**
73	Existing tower zoning application and approvals	20 days
74	NEPA/SHPO studies and appr	65 days
75	Complete Final Detailed drawings for City of	7 days
76	City of Jacksonville, FL approval of Final Construction	5 days
77	Site release/ Construction NTP	0 days
78	**CONSTRUCTION PHASE**	**34 days**
79	**SITE PREPARATION**	**16 days**
80	Mobilization	1 day
81	Roof Top work	10 days
82	Ship antennas, line and accessories to the site	5 days
83	Install antennas and lines	4 days
84	**FINAL TESTING**	**18 days**
85	Line termination and Sweep te	0.5 days
86	Punch List with City of Jackson	0.5 days



Project: City of Jacksonville Sch
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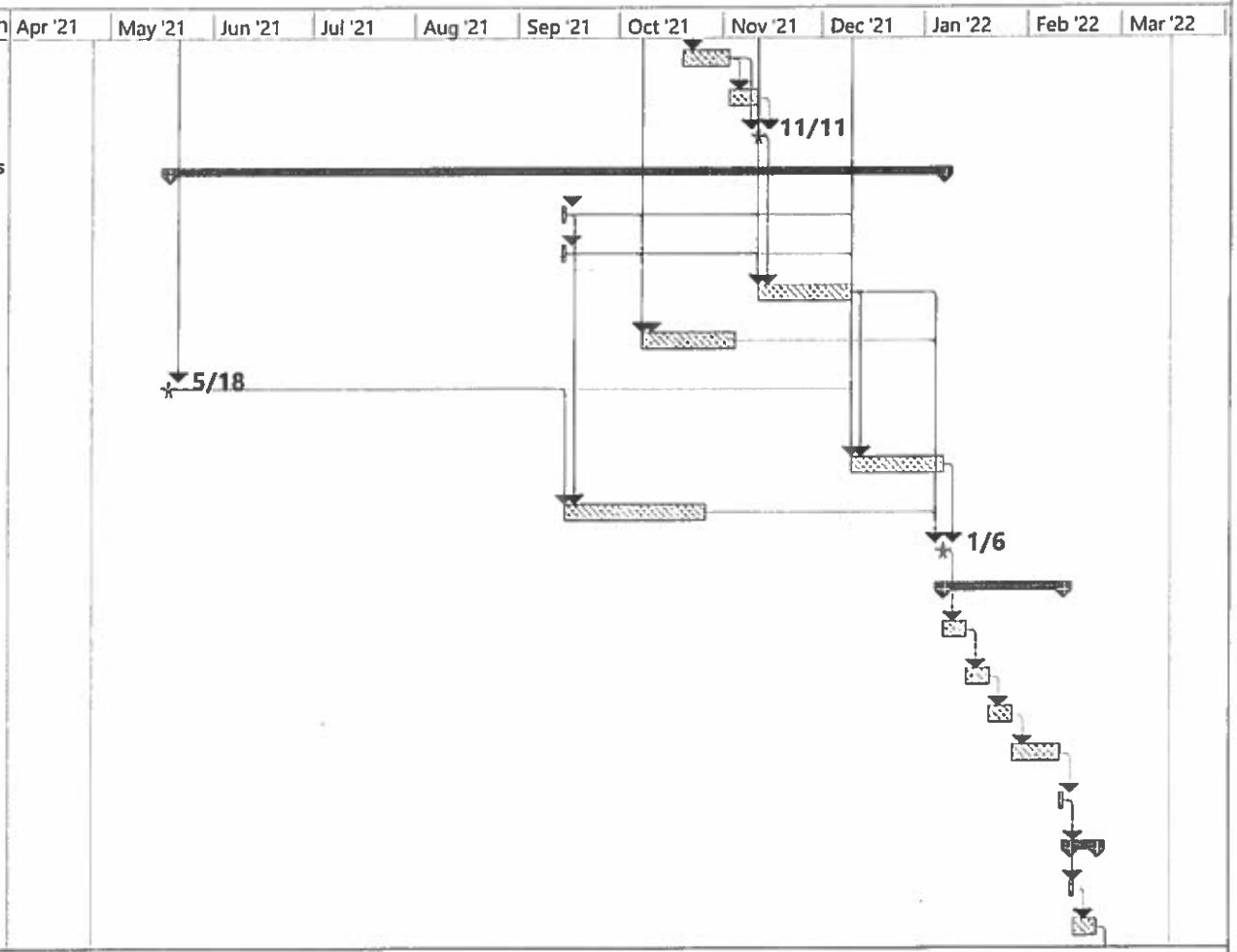
Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone	★	Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

City of Jacksonville DSR and Geo Prime Preliminary Schedule

ID	Task Name	Duration
87	Punch List completion	10 days
88	As-Built drawings from A&E	7 days
89	Site Development Completion	0 days
90	**System Installation**	**167 days**
91	Receive Non-Staged Equipment	1 day
92	Receive Staged Equipment	1 day
93	Equipment Installation - DSR and Prime at Ed Ball	20 days
94	Equipment Move RF Site from JEA to Wells Fargo	20 days
95	Cecil and MPLS sites confirmed available and ready (Customer responsibility)	0 days
96	Equipment Installation -Move Original Master/Prime to Cecil	20 days
97	Equipment Installation - MPLS	30 days
98	System Installation Complete	0 days
99	**Perform System Acceptance Testing**	**26 days**
100	Microwave Hop Test - Customer Witnessed	5 days
101	System Optimization	5 days
102	System Acceptance Testing Conduct	5 days
103	Document System Acceptance Test Results	10 days
104	System Testing Acceptance (No coverage testing included)	1 day
105	**Cut-Over**	**6 days**
106	Verify System Readiness	1 day
107	Cutover	5 days



Project: City of Jacksonville Sch
Date: Tue 3/2/21

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

City of Jacksonville DSR and Geo Prime Preliminary Schedule

ID	Task Name	Duration
108	**Project Close**	**16 days**
109	Punch List Resolution	10 days
110	Finalize Documentation and Deliver As-Builts	5 days
111	Complete Service Transition Meeting	1 day
112	Final System Acceptance	0 days

Project: City of Jacksonville Sch
Date: Tue 3/2/21

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

SECTION 5

SERVICE/WARRANTY

Motorola Solutions Standard warranty applies.

Lifecycle proposal to add the DSR and Geo Redundant Prime equipment willbe provided prior to the expiration of the existing SUA.

SECTION 6

EQUIPMENT LIST

6.1 MASTER, PRIME AND JEA RF RELOCATION

This section lists the equipment necessary for the following subprojects:

- Installation of a DSR and Geo Redundant Prime Site at the Ed Ball Building.
- Moving the original JEA Plaza Master and Prime to the Cecil Commerce Backup Dispatch Center
- Moving the JEA RF site to the Wells Fargo, downtown building.

	ITEM	QTY	NOMENCLATURE	DESCRIPTION
DSR GEO PRIME	1-	1	SQM01SUM0323	ASTRO MASTER SITE
	1a	1	CA03517AB	ADD: CORE EXPANSION
	1b	1	CA01499AB	ADD:DSR NOTIFICATION
	1c	12	UA00152AA	ADD:500 RADIO USER LICENSES
	2-	1	T8493	SITE ROUTER & FIREWALL- AC - SRX1500
	2a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
	2b	1	CA03448AA	ADD: STATEFUL FIREWALL
	3-	1	T8493	SITE ROUTER & FIREWALL- AC - SRX1500
	3a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
	3b	1	CA03448AA	ADD: STATEFUL FIREWALL
	4-	1	T8493	SITE ROUTER & FIREWALL- AC - SRX1500
	4a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
	4b	1	CA03448AA	ADD: STATEFUL FIREWALL
	5-	1	T8493	SITE ROUTER & FIREWALL- AC - SRX1500
	5a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
	5b	1	CA03448AA	ADD: STATEFUL FIREWALL
	6-	2	CLN1869	2930F 48-PORT SWITCH
	7-	2	CLN1866	FRU: 1M DAC CABLE
	8-	2	CLN1868	2930F 24-PORT SWITCH
	9-	2	CLN1866	FRU: 1M DAC CABLE
	10-	1	T8586	FORTINET 101E FIREWALL
	11-	1	CLN8489	48 PORT TERMINAL SERVER
	12-	50	DSFSJ150ACABLE	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
	13-	4	DSF1TNMHC	TYPE N MALE FOR 1/4 IN FSJ1-50A CABLE

Use or disclosure of this proposal is subject to the restrictions on the cover page.

	ITEM	QTY	NOMENCLATURE	DESCRIPTION
	14-	2	DSTRAKL70N	ANTENNA KIT FOR 9100 - 1 ANT, 100 FT OF CABLE/ WITH LIGHTNING PROT.
	15-	1	SQM01SUM0324	DYNAMIC SYSTEM RESILIENCE
	15a	1	CA01724AH	ADD: BACKUP & RECOVERY (BAR)
	15b	1	CA03520AA	ADD: DSR ZONE CORE
	16-	1	T8586	FORTINET 101E FIREWALL
	17-	1	T8597	ASTRO 2019.2 CLIENT
	18-	1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
	19-	1	DDN2092	17 IN LCD DRAWER WITH KEYBOARD AND MOUSE, KVM 16 PORTS, CABLES
	20-	1	DDN1933	PURCHASED SOFTWARE,FORTITOKEN PACK
	21-	20	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
	22-	1	CLN1868	2930F 24-PORT SWITCH
	23-	1	CLN1866	FRU: 1M DAC CABLE
	24-	4	TRN7343	SEVEN AND A HALF FOOT RACK
	25-	2	DDN9748	19 INCH BLACK SHELF
	26-	1	DLN6942	1.2 TB HARD DRIVE
	27-	1	DLN8006	FRU: DL380 G10 POWER SUPPLY
	28-	2	DLN6942	1.2 TB HARD DRIVE
	29-	2	DLN6973	FRU: DL380 G9 FAN
	30-	2	DLN6971	FRU: DL380 G9 DVD DRIVE
	31-	1	DLN8013	FRU: DAS 4525 CHASSIS ONLY
	32-	1	DLN8017	FRU: 600GB HARD DRIVE, DAS 452
	33-	2	DLN8015	FRU: DAS 4525 CONTROLLER MODUL
	34-	2	DLN8013	FRU: DAS 4525 CHASSIS ONLY
	35-	4	CKN6975	CABLE, DATA,CABLE, MINI-SAS HD TO MINI-SAS HD CABLE, AWG30, LENGTH 1M"
	36-	1	CLN1868	2930F 24-PORT SWITCH
	37-	1	CLN1866	FRU: 1M DAC CABLE
	38-	1	CLN1869	2930F 48-PORT SWITCH
	39-	1	CLN1866	FRU: 1M DAC CABLE
	40-	1	T8493	SITE ROUTER & FIREWALL- AC - SRX1500
	40a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
	40b	1	CA03448AA	ADD: STATEFUL FIREWALL
	41-	1	T8586	FORTINET FIREWALL APPLIANCE
	42-	1	T7140	G-SERIES SOFTWARE UPGRADE
	42a	28	CA01974AA	ADD: TRUNKING REDUNDANT COMPRTR SW

	ITEM	QTY	NOMENCLATURE	DESCRIPTION
	43-	1	T8343	GSERIES SOFTWARE LICENSING
	43a	28	UA00419AA	ADD: REDUNDANT CMPRTR P25 TRNK
	44-	2	F2979	MLC 8000
	44a	2	VA00783AA	ADD: ANALOG CONVENTIONAL SIMULCAST COMPARATOR/GATEWAY
	44b	2	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADAPTER
	44c	2	VA00011AA	19INCH RACK MOUNT HARDWARE KIT CABINET OR RACK
	45-	20	F2979	MLC 8000
	45a	20	VA00783AA	ADD: ANALOG CONVENTIONAL SIMULCAST COMPARATOR/GATEWAY
	45b	20	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADAPTER
	45c	20	VA00011AA	19INCH RACK MOUNT HARDWARE KIT CABINET OR RACK
	46-	1	FLN0001	FRU KIT, MLC8000
	47-	50	DSFSJ150ACABLE	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
	48-	4	DSF1TNMHC	TYPE N MALE FOR 1/4 IN FSJ1-50A CABLE
	49-	2	DSTRAKL70N	ANTENNA KIT FOR 9100 - 1 ANT, 100 FT OF CABLE/ WITH LIGHTNING PROT.
	50-	1	T7321	GCM 8000 COMPARATOR
	50a	2	CA01183AA	GCM 8000 COMPARATOR
	50b	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
	50c	1	X153AW	ADD: RACK MOUNT HARDWARE
	50d	2	CA01974AA	TRUNKING REDUNDANT COMPRTR SW
	50e	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
	51-	1	T7321	GCM 8000 COMPARATOR
	51a	2	CA01183AA	GCM 8000 COMPARATOR
	51b	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
	51c	1	X153AW	ADD: RACK MOUNT HARDWARE
	51d	2	CA01974AA	TRUNKING REDUNDANT COMPRTR SW
	51e	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
	52-	1	T7321	GCM 8000 COMPARATOR
	52a	2	CA01183AA	GCM 8000 COMPARATOR
	52b	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
	52c	1	X153AW	ADD: RACK MOUNT HARDWARE

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	ITEM	QTY	NOMENCLATURE	DESCRIPTION
	52d	2	CA01974AA	TRUNKING REDUNDANT COMPRTR SW
	52e	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
	53-	1	T7321	GCM 8000 COMPARATOR
	53a	2	CA01183AA	GCM 8000 COMPARATOR
	53b	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
	53c	1	X153AW	ADD: RACK MOUNT HARDWARE
	53d	2	CA01974AA	TRUNKING REDUNDANT COMPRTR SW
	53e	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
	54-	1	T7321	GCM 8000 COMPARATOR
	54a	2	CA01183AA	GCM 8000 COMPARATOR
	54b	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
	54c	1	X153AW	ADD: RACK MOUNT HARDWARE
	54d	2	CA01974AA	TRUNKING REDUNDANT COMPRTR SW
	54e	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
	55-	1	T7321	GCM 8000 COMPARATOR
	55a	2	CA01183AA	GCM 8000 COMPARATOR
	55b	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
	55c	1	X153AW	ADD: RACK MOUNT HARDWARE
	55d	2	CA01974AA	TRUNKING REDUNDANT COMPRTR SW
	55e	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
	56-	1	T7321	GCM 8000 COMPARATOR
	56a	2	CA01183AA	GCM 8000 COMPARATOR
	56b	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
	56c	1	X153AW	ADD: RACK MOUNT HARDWARE
	56d	2	CA01974AA	TRUNKING REDUNDANT COMPRTR SW
	56e	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
	57-	1	T7321	GCM 8000 COMPARATOR
	57a	2	CA01183AA	GCM 8000 COMPARATOR
	57b	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
	57c	1	X153AW	ADD: RACK MOUNT HARDWARE
	57d	2	CA01974AA	TRUNKING REDUNDANT COMPRTR SW
	57e	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
	58-	1	T7321	GCM 8000 COMPARATOR
	58a	2	CA01183AA	GCM 8000 COMPARATOR
	58b	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
	58c	1	X153AW	ADD: RACK MOUNT HARDWARE
	58d	2	CA01974AA	TRUNKING REDUNDANT COMPRTR SW

	ITEM	QTY	NOMENCLATURE	DESCRIPTION
	58e	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
	59-	1	T7321	GCM 8000 COMPARATOR
	59a	2	CA01183AA	GCM 8000 COMPARATOR
	59b	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
	59c	1	X153AW	ADD: RACK MOUNT HARDWARE
	59d	2	CA01974AA	TRUNKING REDUNDANT COMPRTR SW
	59e	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
	60-	1	T7321	GCM 8000 COMPARATOR
	60a	2	CA01183AA	GCM 8000 COMPARATOR
	60b	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
	60c	1	X153AW	ADD: RACK MOUNT HARDWARE
	60d	2	CA01974AA	TRUNKING REDUNDANT COMPRTR SW
	60e	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
	61-	1	T7321	GCM 8000 COMPARATOR
	61a	2	CA01183AA	GCM 8000 COMPARATOR
	61b	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
	61c	1	X153AW	ADD: RACK MOUNT HARDWARE
	61d	2	CA01974AA	TRUNKING REDUNDANT COMPRTR SW
	61e	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
	62-	1	T7321	GCM 8000 COMPARATOR
	62a	2	CA01183AA	GCM 8000 COMPARATOR
	62b	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
	62c	1	X153AW	ADD: RACK MOUNT HARDWARE
	62d	2	CA01974AA	TRUNKING REDUNDANT COMPRTR SW
	62e	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
	63-	1	T7321	GCM 8000 COMPARATOR
	63a	2	CA01183AA	GCM 8000 COMPARATOR
	63b	2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
	63c	1	X153AW	ADD: RACK MOUNT HARDWARE
	63d	2	CA01974AA	TRUNKING REDUNDANT COMPRTR SW
	63e	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
	64-	1	T7038	GCP 8000 SITE CONTROLLER
	64a	1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
	64b	1	CA02474AA	ADD:GEO-REDUN BACK-UP SC LIC
	64c	1	CA01194AA	IP BASED MULTISITE SITE CONTROLLER SOFTWARE
	64d	1	X153AW	ADD: RACK MOUNT HARDWARE

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	ITEM	QTY	NOMENCLATURE	DESCRIPTION
	64e	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
	65-	1	DSTRAK91008E	PRIME/MASTER SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM
	66-	5	DSTRAK91061	FOUR PORT DDM
	67-	1	DSTRAK93007	DISTRIBUTION SHELF FOR 9100
	68-	500	DSFSJ150ACABLE	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
	69-	4	DSF4PNMV2HC	TYPE N MALE FOR 1/2 IN FSJ4-50B CABLE
	70-	1	T8493	SITE ROUTER & FIREWALL- AC - SRX1500
	70a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
	70b	1	CA03448AA	ADD: STATEFUL FIREWALL
	71-	1	T8493	SITE ROUTER & FIREWALL- AC - SRX1500
	71a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
	71b	1	CA03448AA	ADD: STATEFUL FIREWALL
	72-	2	CLN1869	2930F 48-PORT SWITCH
	73-	2	CLN1866	FRU: 1M DAC CABLE
	74-	2	CLN1868	2930F 24-PORT SWITCH
	75-	2	CLN1866	FRU: 1M DAC CABLE
	76-	1	DSTRAK91061	FOUR PORT DDM
	77-	1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
	78-	1	DLN6781	FRU: POWER SUPPLY
	79-	1	DLN6898	FRU: FAN MODULE
	80-	8	CLN1867	FRU: SFP TRANSCEIVER
JEA ED BALL WELLS FARGO	1-	1	DSDS8M12P36U3D	806-869 MHZ, OFFSET ANTENNA, MAGNUM,12 DB GAIN, O-PATTERN, THIRD-ORDER
	2-	15	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
	3-	2	DSL4TDMPSA	7-16 DIN MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
	4-	2	DS221213	WEATHERPROOFING KIT
	5-	330	DSAVA650	CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
	6-	2	DS114EZDF	114EZ DIN FEMALE CONNECTOR
	7-	7	DSSG11412B2U	SG114-12B2U 1-1/4" SUREGROUND GROUNDING KIT
	8-	2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
	9-	11	DSSSH114	SSH-114 1-1/4" SNAP STAK HANGER 10PK

	ITEM	QTY	NOMENCLATURE	DESCRIPTION
	10-	11	DSUA3	UA-3 UNIVERSAL ANGLE ADAPTOR KIT, KIT OF TEN
	11-	1	DSTSXDFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
	12-	1	DSGSAKITD	GROUND STRAP KIT - DIN
	13-	25	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
	14-	2	DSL4TDMPSA	7-16 DIN MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
	15-	1	DSDS8M12P36U3D	806-869 MHZ, OFFSET ANTENNA, MAGNUM,12 DB GAIN, O-PATTERN, THIRD-ORDER
	16-	15	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
	17-	2	DSL4TDMPSA	7-16 DIN MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
	18-	2	DS221213	WEATHERPROOFING KIT
	19-	330	DSAVA650	CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
	20-	2	DS114EZDF	114EZ DIN FEMALE CONNECTOR
	21-	7	DSSG11412B2U	SG114-12B2U 1-1/4" SUREGROUND GROUNDING KIT
	22-	2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
	23-	11	DSSSH114	SSH-114 1-1/4" SNAP STAK HANGER 10PK
	24-	11	DSUA3	UA-3 UNIVERSAL ANGLE ADAPTOR KIT, KIT OF TEN
	25-	1	DSTSXDFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
	26-	1	DSGSAKITD	GROUND STRAP KIT - DIN
	27-	25	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
	28-	2	DSL4TDMPSA	7-16 DIN MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
	29-	1	DSDS8M12P36U3D	806-869 MHZ, OFFSET ANTENNA, MAGNUM,12 DB GAIN, O-PATTERN, THIRD-ORDER
	30-	15	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
	31-	2	DSL4TDMPSA	7-16 DIN MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
	32-	2	DS221213	WEATHERPROOFING KIT

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	ITEM	QTY	NOMENCLATURE	DESCRIPTION
	33-	330	DSAVA650	CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
	34-	2	DS114EZDF	114EZ DIN FEMALE CONNECTOR
	35-	7	DSSG11412B2U	SG114-12B2U 1-1/4" SUREGROUND GROUNDING KIT
	36-	2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
	37-	11	DSSSH114	SSH-114 1-1/4" SNAP STAK HANGER 10PK
	38-	11	DSUA3	UA-3 UNIVERSAL ANGLE ADAPTOR KIT, KIT OF TEN
	39-	1	DSTSXDFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
	40-	1	DSGSAKITD	GROUND STRAP KIT - DIN
	41-	25	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
	42-	2	DSL4TDMPSA	7-16 DIN MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
	43-	1	DSDS8M12P36U3D	806-869 MHZ, OFFSET ANTENNA, MAGNUM,12 DB GAIN, O-PATTERN, THIRD-ORDER
	44-	15	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
	45-	1	DSL4TNMPSA	TYPE N MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
	46-	1	DSL4TDMPSA	7-16 DIN MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
	47-	5	DS221213	WEATHERPROOFING KIT
	48-	5	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
	49-	2	DSL4TNMPSA	TYPE N MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
	50-	330	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET
	51-	2	DSA5NFS	N FEMALE FOR AVA5-50 CABLE
	52-	7	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
	53-	2	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
	54-	330	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
	55-	1	DSL4TNMPSA	TYPE N MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
	56-	1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE

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	ITEM	QTY	NOMENCLATURE	DESCRIPTION
	57-	7	DSSG1212B2U	SG12-12B2U, SUREGROUND 1/2", 48"
	58-	2	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
	59-	11	DSSSH12	SSH-12 1/2" SNAPSTAK HANGER 10PK
	60-	11	DSSSH78	SSH-78 7/8" SNAPSTAK HANGER 10PK
	61-	22	DSUA3	UA-3 UNIVERSAL ANGLE ADAPTOR KIT, KIT OF TEN
	62-	1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
	63-	1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
	64-	25	DSFSJ150ACABLE	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
	65-	2	DSF1TNMHC	TYPE N MALE FOR 1/4 IN FSJ1-50A CABLE
	66-	25	DSFSJ450BCABLE	FSJ4-50B 1/2" 50 OHM
	67-	2	DSF4PNMV2HC	TYPE N MALE FOR 1/2 IN FSJ4-50B CABLE
	68-	1	DSDS8M12P36U3D	806-869 MHZ, OFFSET ANTENNA, MAGNUM,12 DB GAIN, O-PATTERN, THIRD-ORDER
	69-	15	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
	70-	1	DSL4TNMPSA	TYPE N MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
	71-	1	DSL4TDMPSA	7-16 DIN MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
	72-	5	DS221213	WEATHERPROOFING KIT
	73-	5	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
	74-	2	DSL4TNMPSA	TYPE N MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
	75-	330	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET
	76-	2	DSA5NFS	N FEMALE FOR AVA5-50 CABLE
	77-	7	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
	78-	2	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
	79-	330	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
	80-	1	DSL4TNMPSA	TYPE N MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
	81-	1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
	82-	7	DSSG1212B2U	SG12-12B2U, SUREGROUND 1/2", 48"

Use or disclosure of this proposal is subject to the restrictions on the cover page.

	ITEM	QTY	NOMENCLATURE	DESCRIPTION
	83-	2	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
	84-	11	DSSSH12	SSH-12 1/2" SNAPSTAK HANGER 10PK
	85-	11	DSSSH78	SSH-78 7/8" SNAPSTAK HANGER 10PK
	86-	22	DSUA3	UA-3 UNIVERSAL ANGLE ADAPTOR KIT, KIT OF TEN
	87-	1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
	88-	1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
	89-	25	DSFSJ150ACABLE	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
	90-	2	DSF1TNMHC	TYPE N MALE FOR 1/4 IN FSJ1-50A CABLE
	91-	25	DSFSJ450BCABLE	FSJ4-50B 1/2" 50 OHM
	92-	2	DSF4PNMV2HC	TYPE N MALE FOR 1/2 IN FSJ4-50B CABLE
	93-	2	DS440034392	TTA 440, MOTOROLA TOWER TOP UNIT, 794-824 MHZ, N CONNS, AUTOQUAD W/ BY
	94-	2	DS440030222	TTA 440, MOTOROLA C&DU (SA), 794-824MHZ, 16 PORT BYPASS TEST PORT ETHE
	95-	1	DQMWCOJRF	MNI MW RF SYSTEM
	96-	1	DQMWCOJANT	MNI MW ANT SYSTEM
	97-	1	DQMWCOJDC	MNI MW DC SYSTEM
	98-	1	DQMWCOJBAT	MNI MW BATTERY SYSTEM
	99-	250	DSFSJ150ACABLE	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
	100-	4	DSF4PNMV2HC	TYPE N MALE FOR 1/2 IN FSJ4-50B CABLE
	101-	2	DSTRAK4702354	LIGHTENING/SURGE SUPPRESSOR (N-N) FOR TRAK GPS
	102-	2	DSTRAKP002111KIT	ENHANCED FILTER ANTENNA KIT (N CONN) FOR TRAK 9100 AND 8835
	103-	5	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
	104-	2	DQ103117BEA	(2) EATON 9155-15KVA / 13.5KW, 1PH 208V UPS W/ 2 TOWER UPS MODS
	105-	1	DS570SA16FNRJ1S	Liebert Indoor - 120/240V 1-PH Type 1 surge protector
	106-	1	DS560SA16FNRJ1S	Liebert Indoor - 120/240 VAC 1-PHASE Type 2 surge protector
	107-	1	DS570SA16FNRJ1S	Liebert Indoor - 120/240V 1-PH Type 1 surge protector

	ITEM	QTY	NOMENCLATURE	DESCRIPTION
	108-	1	DS560SA16FNRJ1S	Liebert Indoor - 120/240 VAC 1-PHASE Type 2 surge protector
MPLS	1-	26	DSMW3HE06791AA	SAR-8 SHELF V2
	2-	26	DSMW3HE02784MA	SAR RELEASE 9.0 BASIC OS LICENSE
	3-	26	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP - 48VDC
	4-	52	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V
	5-	60	DSMW3HE11473AK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) SHE11904AA SFP
	6-	90	DSMW3HE11904AA	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C
	7-	8	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL - O-RING
	8-	8	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER
	9-	10	DSMW3HE00028CA	SFP - GIGE LX - LC ROHS 6/6 DDM -40/85C
	10-	1	T8586	FORTINET FIREWALL APPLIANCE
	11-	1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNABLE
	14-	1	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP - 48VDC
	15-	2	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V
	16-	4	DSMW3HE11473AK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) SHE11904AA SFP
	17-	1	DSMW3HE06791AA	SAR-8 SHELF V2
	18-	1	T8586	FORTINET FIREWALL APPLIANCE

SECTION 7

PRICING

Motorola Solutions is pleased to provide the following equipment and services to the City of Jacksonville:

Project Description	Amount
Geo Redundant Master & Prime	$ 2,230,328
Relocation of Existing JEA Plaza Master and Prime to Cecil Commerce Dispatch	$ 489,674
Relocation of Existing JEA Plaza RF Site to Wells Fargo	$ 459,135
MPLS	$ 778,862
*Redundant UPS at Ed Ball & Wells Fargo	$ 394,000
Contract Price validity prior to 11/19/2021 and as proposed	**$ 4,351,999**

**Added electrical work at Ed Ball, Wells Fargo, JEA and PMB. Removed Customer preferred Cabinets, will be customer provided. Added staging/shipping racks and equipment move.*

SECTION 8

CONTRACTUAL DOCUMENTATION

Communications System and Services Agreement

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

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"
Exhibit B "Payment"
Exhibit C Motorola Proposal dated March 8, 2021
Exhibit D "System Acceptance Certificate"

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

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

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

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

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

(30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

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

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"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.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"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.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, 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 or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change

order or Addendum. 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, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, 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. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at 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 shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. 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.

3.6. 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.

3.7. 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.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to 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 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

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

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

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

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name _____ _____
Address:_____
Phone _____ _____

E-INVOICE. To receive invoices via email:
Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC(optional) Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name _____ _____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name _____ _____
Address:_____
Phone _____ _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. 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 mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents 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.

7.2. 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; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may 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.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents 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 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable 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 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control,

such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. 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 System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or 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.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. 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 Equipment or Software 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. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. 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.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or

governmental use only, and are not assignable or transferable.

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

Section 11 DELAYS

11.1. 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 or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and 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 12 DISPUTES

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

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

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

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

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. 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.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, 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 System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding 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. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. 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 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.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola 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 Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim").

Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

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

14.3.3 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.

14.3.4. This Section 14 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 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 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 price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. 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, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, 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.

16.1.2. 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 of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. 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.

16.2. 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.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. 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 thirty (30) 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.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. 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.

17.4. 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.

17.5. 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.

17.6. 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.

17.7. 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 provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. 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 System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System 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.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

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

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's

ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or 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.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Customer**
By:_____	By: _____
Name:_____	Name: _____
Title:_____	Title:_____
Date:_____	Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

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

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

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; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 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 SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

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 CPS 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 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

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 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. 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.

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

13.6. 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.

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

13.8. 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.

13.9. 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

PAYMENT

Except for a payment that is due on the Effective Date, 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. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

Payment Schedule			Estimated Timing based upon Project Timeline
Staging/Shipment of GRMP Equipment	30%	$1,305,600	May 2022
Install GRMP Site	40%	$1,740,800	October 2022
Final Acceptance	30%	$1,305,600	December 2022
	100%	$4,351,999	

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

EXHIBIT D

System Acceptance Certificate

Customer Name _____

Project Name _____

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

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System 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 Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Requisition FAIT-501137-22

Requisitioning BU	FAIT: Information Technologies	**Requisition Amount**	0.02 USD
Entered By	Andre Conyers	**Justification**	
Status	Approved	**Funds Status**	Reserved
Description	FY2022 - Geo-Redundant Master Prime Project (Motorola) - Single Source Purchase.		
Emergency Requisition	No		

Attachments

Title	File Name or URL	Description
FY2022 - Geo-Redundant Master	FY2022 - Geo-Redundant Master Prime Project (Motorola) - Single Source Purchase.pdf	
Motorola-Geo-Redundant Master	Motorola-Geo-Redundant Master Prime-Memo-10-18-2021.pdf	
Motorola - Geo-Redundant Maste	Motorola - Geo-Redundant Master Prime - Motorola DRAFT 10-4-21.pdf	
Motorola - Geo-Redundant Backu	Motorola - Geo-Redundant Backup Solution for FCRC - SINGLE SOURCE FORM 10-18-21_.pdf	

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		FY2022 - Geo-Redundant Master Prime Project (Motorola) - Single Source Purchase.	992.71 Radio Instrument Testing and Calibration Services			USD	0.01	Approved	Reserved

Requester	Robert Jansen	**Supplier**	Motorola Solutions, Inc.
Urgent	No	**Supplier Site**	Ordering
Requested Delivery Date	11/9/21	**Supplier Contact**	Michelle Poole
Deliver-to Location	Ed Ball 9th Floor Charge	**Contact Phone**	
Deliver-to Address	214 North Hogan Street, 9TH FLOOR, Jacksonville, FL 32202, Duval, United States	**Charge Account**	32111.153103.565051.010339.00000000.00000.0000000
Note to Buyer	This is a time sensitive, and High Priority requisition.		

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
2		FY2022 budget amount is 1,610,825.00	992.71 Radio Instrument Testing and Calibration Services			USD	0.01	Approved	Reserved

Requester	Robert Jansen	**Supplier**	Motorola Solutions, Inc.
Urgent	No	**Supplier Site**	Ordering
Requested Delivery Date	11/9/21	**Supplier Contact**	Michelle Poole

Requisition FAIT-501137-22

Deliver-to Location	Ed Ball 9th Floor Charge	**Contact Phone**	
Deliver-to Address	214 North Hogan Street, 9TH FLOOR, Jacksonville, FL 32202, Duval, United States	**Charge Account**	32111.153103.565051.010339.00000000.00000.0000000
Note to Buyer	This is a time sensitive, and High Priority requisition.		

I CERTIFY THAT FUNDS FOR THIS PURCHASE WERE AUTHORIZED AND PROVIDED FOR IN THE CURRENT BUDGET.