

NORTH CAROLINA

GOODS AND SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS GOODS AND SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County”), party of the first part and Motorola Solutions, Inc. (hereinafter referred to as “Provider”), party of the second part.

WITNESSETH:

1. GOODS AND SERVICES; FEES

The goods to be purchased and the services to be performed under this Agreement (hereinafter referred to collectively as the “Project”) and the agreed upon fees for the Project are set forth on Exhibit “A” attached hereto and in North Carolina State Contract No. 725G (“State Contract”).

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 08/01/2022 (the “Effective Date”) and continues in effect until 07/31/2025, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days’ written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation

and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The County agrees to pay costs as specified in Exhibit "A" or as set out above for the completion of the Project in conformance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all product delivered or work performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the work to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the work under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

6. PROVIDER REPRESENTATIONS

- a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;
- d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- e. Provider shall not violate any agreement with any third party by entering into or performing the work under this Agreement;
- f. Provider will provide all goods and perform all work in conformity with the specifications and requirements of this Agreement;
- g. Provider shall exercise reasonable care and diligence when performing the work hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;
- h. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- i. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. WARRANTIES

Provider's warranties are set forth in the State Contract. Without limiting Provider's obligation to provide warranty or maintenance services, and in addition to any other warranties available, Provider hereby assigns to County all of Provider's warranties covering any third-party goods purchased under this Agreement. Provider will provide copies of all said warranties to County upon delivery of the goods, if any.

8. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of the County's equipment, facilities, and property arising out of the negligent or willful act or omission of Provider or its subcontractors. In the event that Provider causes damage to the County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

9. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or the goods or services covered under this Agreement, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

10. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the goods or services covered under this Agreement.

11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

12. DEBARMENT

Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

13. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, employees, and agents who are authorized to use the equipment and services from and against all actions, liability, claims, suits, damages, costs or expenses which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action in connection with or arising out of the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

14. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits consistent with the coverage stated in Attachment 1. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured.

Provider shall furnish a Certificate of Insurance from a licensed insurance agent verifying the existence of any insurance coverage required herein. Provider will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees) for claims that are determined to be the fault of Provider or those working on Provider's behalf, it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

15. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

16. REMEDIES

- a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
 - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the goods and/or services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and
 - ii. Deduct any and all expenses incurred by County in obtaining the goods and/or performing the services from any money then due or to become due Provider and, should the County's cost of obtaining the goods and/or performing the services exceed the amount due Provider, collect the amount due from Provider.
- b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.
- c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

- d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

17. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

18. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with completing the Project. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with completing the Project and other persons who may be affected thereby.

19. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

20. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland

Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

21. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the “Discloser,” and the party receiving Confidential Information is the “Recipient.” “Confidential Information” shall mean any nonpublic information concerning the parties’ respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as “Confidential.” Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser’s sole expense.

22. OWNERSHIP OF WORK PRODUCT

Should Provider’s performance under this Agreement generate documents or other work product that are specific to the Project hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider.

23. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

24. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

25. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

26. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

27. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

28. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral, related specifically to the subject matter hereof and the purchases set forth in Exhibit "A."

29. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

30. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

31. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and County.

32. NOTICES

- a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:
 - i. For the County: Brunswick County Manager
P. O. Box 249
Bolivia, NC 28422
 - ii. For the Provider: Motorola Solutions, Inc.
500 West Monroe Street, 43rd Floor
Chicago, IL 60661

33. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S. § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S. § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

MOTOROLA SOLUTIONS, INC.

By: Scott Hopkins

Printed Name: Scott Hopkins

Title: Territory Vice President

Date: 7/26/2022

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

Aaron C. Smith, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney



EXHIBIT "A"

QUOTE-1650014
Subscriber Upgrade

Billing Address:
BRUNSWICK, COUNTY OF
PO BOX 9
BOLIVIA, NC 28422
US

Quote Date:06/24/2022
Expiration Date:09/30/2022
Quote Created By:
Joseph Knox
Account Manager - Eastern, NC
Joseph.Knox@
Motorolasolutions.com
910-800-0832

End Customer:
BRUNSWICK, COUNTY OF
Joe Quarino
joe.quarino@brunswicksheriff.com
+1.910.253.4376

Contract: 19144 - 725G NORTH
CAROLINA, STATE OF (NON-ARIBA
BASED POS)
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	232	\$11,107.00	\$8,360.50	\$1,939,636.00
1a	H869BW	ENH: MULTIKEY	232			
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	232			
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	232			
1d	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	232			
1e	QA05594AA	ALT: BATT IMPRES 2 LIION DIV2 3400	232			
1f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	232			
1g	QA00580AA	ADD: TDMA OPERATION	232			
1h	QA09001AB	ADD: WIFI CAPABILITY	232			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-1650014
Subscriber Upgrade

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1i	H38BS	ADD: SMARTZONE OPERATION	232			
1j	QA07682AA	ADD: SMARTCONNECT	232			
1k	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	232			
2	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	232	\$169.56	\$127.17	\$29,503.44
3	NMN6274B	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK	232	\$397.98	\$298.49	\$69,249.68
	APX™ 4500 Enhanced					
4	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	207	\$5,722.00	\$4,327.75	\$895,844.25
4a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	207			
4b	GA00580AA	ADD: TDMA OPERATION	207			
4c	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	207			
4d	GA09001AA	ADD: WI-FI CAPABILITY	207			
4e	G444AH	ADD: APX CONTROL HEAD SOFTWARE	207			
4f	W22BA	ADD: STD PALM MICROPHONE APX	207			
4g	W969BG	ADD: MULTIKEY OPERATION	207			
4h	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	207			
4i	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	207			
4j	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	207			
4k	GA01770AA	ENH: ENHANCEMENT LEVEL 1	207			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

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Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
4l	G67DP	ADD: REMOTE NO CONTROL HEAD APXM	207			
4m	G142AD	ADD: NO SPEAKER APX	207			
4n	GA00179AB	ADD: NO REMOTE CABLE NEEDED APX	207			
4o	G89AC	ADD: NO RF ANTENNA NEEDED	207			
4p	G88AM	ADD: APX MOBILE NO CONTROL HEAD	207			
	APX™ Control Head/ Mounting Kits/DEK BOX/ Multiplexers					
5	H1930A	E5 CH	207	\$855.00	\$641.25	\$132,738.75
5a	G90AC	ADD: NO MICROPHONE NEEDED APX	207			
5b	GA01755AA	ADD: E5 REMOTE CHIB	207			
5c	G142AD	ADD: NO SPEAKER APX	207			
5d	GA01282AA	ADD: NO REMOTE TIB	207			
5e	GA01301AA	ADD: NO PWR CBL	207			
5f	GA00179AB	ADD: NO REMOTE CABLE NEEDED APX	207			
5g	GA01297AA	ADD: NO ACCESSORY CABLE	207			
	FLASHport Series	APX4000FLASHPORT				
6	T7907A	9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING	1	\$822.00	\$822.00	\$4,932.00
6a	QA00580AE	ENH: TDMA OPERATION	6			
6b	QA01770AG	ENH: ENHANCEMENT LEVEL 1	6			
	APX™ 4500 Enhanced					
7	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	4	\$6,258.00	\$4,729.75	\$18,919.00
7a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	4			



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



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Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
7b	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	4			
7c	W665BF	ADD: BASE STATION OP APX	4			
7d	G66BF	ADD: DASH MOUNT O2 APXM	4			
7e	GA00580AA	ADD: TDMA OPERATION	4			
7f	G142AD	ADD: NO SPEAKER APX	4			
7g	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	4			
7h	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	4			
7i	GA09001AA	ADD: WI-FI CAPABILITY	4			
7j	GA00804AA	ADD: APX O2 CH (GREY)	4			
7k	G89AC	ADD: NO RF ANTENNA NEEDED	4			
7l	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4			
7m	W969BG	ADD: MULTIKEY OPERATION	4			
7n	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	4			
7o	W382AM	ADD: CONTROL STATION DESK GCAI MIC	4			
7p	GA01770AA	ENH: ENHANCEMENT LEVEL 1	4			
	APX™ 8500					
8	M37TXS9PW1AN	APX8500 ALL BAND HP MOBILE	10	\$11,693.00	\$8,813.75	\$88,137.50
8a	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	10			
8b	G831AD	ADD: SPKR 15W WATER RESISTANT	10			
8c	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	10			
8d	GA00580AA	ADD: TDMA OPERATION	10			



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QUOTE-1650014
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Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
8e	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	10			
8f	G51AT	ENH:SMARTZONE	10			
8g	G78AT	ENH: 3 YEAR ESSENTIAL SVC	10			
8h	G892AB	ENH:HAND MIC,GCAI WTR RESISTANT APX	10			
8i	GA09001AA	ADD: WI-FI CAPABILITY	10			
8j	G610AC	ADD: REMOTE MOUNT CABLE 30 FT APX	10			
8k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	10			
8l	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	10			
8m	G806BL	ENH: ASTRO DIGITAL CAI OP APX	10			
8n	GA01670AA	ADD: APX E5 CONTROL HEAD	10			
8o	GA01630AA	ADD: SMARTCONNECT	10			
8p	W969BG	ADD: MULTIKEY OPERATION	10			
8q	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	10			
8r	G361AH	ENH: P25 TRUNKING SOFTWARE APX	10			
	APX™ 8000 Series	APX8000XE				
9	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	1	\$11,872.00	\$8,934.25	\$8,934.25
9a	H869BW	ENH: MULTIKEY	1			
9b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	1			
9c	Q361AN	ADD: P25 9600 BAUD TRUNKING	1			
9d	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1			



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-1650014
Subscriber Upgrade

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
9e	QA02006AC	ENH: APX8000XE RUGGED RADIO	1			
9f	QA00580AA	ADD: TDMA OPERATION	1			
9g	Q58AL	ADD: 3Y ESSENTIAL SERVICE	1			
9h	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	1			
9i	QA09001AB	ADD: WIFI CAPABILITY	1			
9j	H38BS	ADD: SMARTZONE OPERATION	1			
9k	QA07682AA	ADD: SMARTCONNECT	1			
9l	QA01427AG	ALT: APX8000/XE HOUSING GREEN	1			
	APX™ 8000 Series	APX8000XE				
10	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	2	\$11,844.00	\$8,913.25	\$17,826.50
10a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	2			
10b	Q361AN	ADD: P25 9600 BAUD TRUNKING	2			
10c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	2			
10d	QA02006AC	ENH: APX8000XE RUGGED RADIO	2			
10e	QA00580AA	ADD: TDMA OPERATION	2			
10f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	2			
10g	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	2			
10h	QA09001AB	ADD: WIFI CAPABILITY	2			
10i	H38BS	ADD: SMARTZONE OPERATION	2			
10j	QA07682AA	ADD: SMARTCONNECT	2			
10k	H869BW	ENH: MULTIKEY	2			



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QUOTE-1650014
Subscriber Upgrade

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
11	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	3	\$169.56	\$127.17	\$381.51
12	PMMN4106D	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	1	\$665.28	\$498.96	\$498.96
13	PMMN4106CBLK	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT BLACK	2	\$665.28	\$498.96	\$997.92
14	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	20	\$179.30	\$134.48	\$2,689.60
15	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA- PLUG, ACC USB CHGR	2	\$1,420.20	\$1,065.15	\$2,130.30
16	AN000342A01	ANTENNA, WHIP,V U 7/800 GPS ANTENNA	10	\$118.80	\$89.10	\$891.00
17	NNTN7686A	IMPRESMUC ADAPTER (PK OF 6 INSERTS)	2	\$223.56	\$167.67	\$335.34
18	PMPN4284A	CHARGER DESKTOP MULTI- UNIT IMPRES 2 1 DISPLAY EXT PS 100-240VAC US/NA	4	\$707.40	\$530.55	\$2,122.20
19	PMLN7732A	ACCESSORY KIT,UNIVERSAL CARRY HOLSTER	50	\$32.40	\$24.30	\$1,215.00
20	RLN6554A	APX WIRELESS RSM W/ DUC US/NA/JP/TW	6	\$324.00	\$243.00	\$1,458.00
21	RLN6434B	APX TRAVEL CHARGER	40	\$119.99	\$89.99	\$3,599.60
22	HSN4038A	SPEAKER,SPKR. 7.5 W REMOTE	20	\$65.34	\$49.01	\$980.20
23	HKN6169B	CABLE, REMOTE MOUNT, 5M	10	\$85.67	\$64.25	\$642.50
	FLASHport Series	APX4000FLASHPORT				
24	T7907A	9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING	1	\$822.00	\$822.00	\$25,482.00



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QUOTE-1650014
Subscriber Upgrade

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
24a	QA01770AG	ENH: ENHANCEMENT LEVEL 1	31			
24b	QA00580AE	ENH: TDMA OPERATION	31			
	FLASHport Series	APX4500FLASHPORT				
25	T8012A	9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING	1	\$822.00	\$822.00	\$7,398.00
25a	GA01770AC	ENH: ENHANCEMENT LEVEL 1	9			
25b	GA00580AC	ENH: UPGRADE TO TDMA	9			
	FLASHport Series	APX7000FLASHPORT				
26	T7553A	DIGITAL SMARTZONE	1	\$569.00	\$569.00	\$1,707.00
26a	QA00580AB	ENH: TDMA OPERATION	3			
27	Incentive	Bulk purchase discount Expiration Date: 08/24/2022	1	-\$220,000.00	-\$220,000.00	-\$220,000.00

Subtotal \$4,310,896.02

Total Discount Amount \$1,272,645.52

Grand Total \$3,038,250.50(USD)



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

ATTACHMENT 1**CERTIFICATE OF LIABILITY INSURANCE**DATE(MM/DD/YYYY)
07/01/2022

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Motorola Solutions, Inc. including Avigilon USA Corporation Attn Stephanie Lampi 500 West Monroe Chicago IL 60661 USA	INSURER A: Lexington Insurance Company	19437
	INSURER B: Liberty Mutual Fire Ins Co	23035
	INSURER C: Liberty Insurance Corporation	42404
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 570094336913**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			TB2641005169072	07/01/2022	07/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			AS2-641-005169-012	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA764D005169082 All Other States WC7641005169092 WI	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	E&O-MPL-Primary			013404599 Professional/Cyber/E&O SIR applies per policy terms & conditions	07/01/2022	07/01/2023	Each Claim \$1,000,000 Aggregate \$2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Motorola Solutions, Inc. including Avigilon USA Corporation 500 W. Monroe Street Chicago IL 60661 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier : EOC

Certificate No : 570094336913