

COUNTY OF ROCKLAND
Department of General Services
Purchasing Division



CONTRACT AWARD

Title: **Public Safety Communications Technology & Hardware Solutions – Motorola Branded Products Percent Discount from Manufacturers List Price**

Contract Period: November 8, 2024 through November 7, 2026 w/3-1 year options

Original Date of Issue: November 8, 2024

Date of Revision: June 12, 2025

BID No: RCO-RC-EPC-2024-010

EPC Contract No: 0000236

Rockland Catalog: Communications

Authorized Users: County Agencies, all Political Subdivisions throughout NY State
Address Inquiries To:

Name: Richard Ryan
Title: Purchaser II
Phone: 845-364-3817
Fax: 845-364-3809
E-mail: ryanri@co.rockland.ny.us

Description

This is a percent discount from Manufacturer's List Price for Motorola Branded Products

Contract #	Vendor Number	Contractor & Address	Telephone No.
RCO-RC-EPC-24-010	0000008268	Motorola Solutions Inc. 123 Tice Blvd, Suite 202 Woodcliff Lake, NJ 07677 Contact: Jonathan Williams Jonathan.Williams@MotorolaSolutions.com	631-644-1611



Rockland County

Ed Day, Rockland County Executive

DEPARTMENT OF GENERAL SERVICES, PURCHASING DIVISION

Dr. Robert L. Yeager Health Center
50 Sanatorium Rd, Building A
Pomona, New York 10970
Phone: (845) 364-3820 Fax: (845) 364-3809
Email: purchasing@co.rockland.ny.us

Paul Brennan, FNIGP, NIGP-CPP, CPPO
Director of Purchasing

Via Email

November 8, 2024

Mr. Rick Angelillo
Motorola Solutions, Inc.
123 Tice Boulevard
Suite 202
Woodcliff Lake, NJ 07677
r.angelillo@motorolasolutions.com

RE: RCO-RC-EPC-2024-010

Mr. Angelillo:

We are pleased to inform you that Motorola has been awarded items on the above-mentioned Request for Competitive Offers. Please see the attached award document. Discounts and prices will remain firm for the period: Two Years with the option to renew for three (3) additional one-year terms. Price list updates will be considered upon receipt of the request.

As per the terms of the solicitation this contract will participate in the Empire Procure Connect Marketplace. Please note that all orders for Rockland County agencies will originate from this department with a purchase order number. Political Subdivisions utilizing this contract will issue their own purchase orders and be responsible for payments on their purchase orders.

If you have any questions on this bid, please contact the buyer Paul Brennan, FNIGP, CPPO at brennanp@co.rockland.ny.us or at 845-364-3820.

Thank you for your participation in the cooperative solicitation.

Sincerely yours,

Paul J. Brennan, FNIGP, NIGP-CPP, CPPO
Director of Purchasing

CONTRACT SIGNATURE PAGE

Solicitation No.: **RCO-RC-EPC-2024-010**

Contract Name: Public Safety Communications Technology & Hardware Solutions
Motorola Branded Products Percent Discount from Manufacturers List Price

Contract No.: Contract Term: November 8, 2024 – November 7, 2026

Upon receipt of the attached Contract Award Notification a Contract shall be deemed executed and created with the successful Bidder(s) upon the Commissioner's mailing or electronic communication to the address on the bid of: i) a Letter of Acceptance; or ii) a fully executed contract; or iii) a Purchase Order authorized by the Commissioner.

This Contract is between the County of Rockland Purchasing Division, 50 Sanatorium Road, Building A, 6th Floor, Pomona, NY 10970 (County) and Motorola Solutions Inc., 123 Tice Boulevard, Suite 202, Woodcliff Lake, NJ 07677 (Supplier).

The Contract Documents include the attached documents:

1. Solicitation – RCO-RC-EPC-2024-010 Public Safety Communications Technology and Hardware Solutions – Motorola Branded Products (as revised for Insurance Requirements). Including Empire State Procurement Alliance and Empire Procure Connect Terms and Conditions.
2. Motorola's Response to RCO-RC-EPC-2024-010
3. Pricing Pages submitted in with solicitation response.
4. Motorola's Price List submitted with the solicitation response.
5. Appendix A - General Terms and Conditions for Department of General Services Purchasing Division Contracts (as revised).
6. Motorola Supplemental Contract Documentation, including: Motorola Customer Agreement, Software License Addendum, Mobile Video and Vigilant Addendum, Subscription Services Addendum – FirstNet and AT&T Services, Subscription Services Addendum – Verizon Service Terms – APXNext

COUNTY OF ROCKLAND:

SUPPLIER:

By: Paul J. Brennan, FNIGP, CPPO

By: David R. White, Jr.


Printed Name

Printed Name

Northeast Region Vice President

Title: Director of Purchasing

Title: _____

Signature: 

Signature: 

Date: 11/8/2024

Date: 11/8/2024

REQUEST FOR COMPETITIVE OFFERS
for
**Public Safety Communications
Technology and Hardware Solutions
for Motorola Brand Products**

Issued by:
The County of Rockland



In collaboration with Orange, Ulster & Chemung Counties



Solicitation Number: RCO-RC-EPC-2024-010

Competitive Offers for the above referenced solicitation number and title will be received until 3:00 PM on October 24, 2024, via electronic solicitation submission through the County's BONFIRE Portal or at the Rockland County Purchasing Department.

RFC-RC-EPC-2024-010		Motorola Solutions, Inc.	
#	Items	HourlyRate/%Markup	
#1-1	Hour Rate for Two-Way Radio System – In Vehicle Installation - Normal Business Hours Monday through Friday	\$ 200.00	
#1-2	Hour Rate for Two-Way Radio System – In Vehicle Installation - Overtime Monday through Friday	\$ 300.00	
#1-3	Hour Rate for Two-Way Radio System – In Vehicle Installation - Saturday and Sunday	\$ 400.00	
#1-4	Hour Rate for Two-Way Radio System – In Vehicle Integration and Maintenance - Normal Business Hours Monday through Friday	\$ 200.00	
#1-5	Hour Rate for Two-Way Radio System – In Vehicle Integration and Maintenance - Overtime Monday through Friday	\$ 300.00	
#1-6	Hour Rate for Two-Way Radio System – In Vehicle Integration and Maintenance - Saturday and Sunday	\$ 400.00	
#1-7	Hourly Rate for Project / Program Manager - Normal Business Hours Monday through Friday	\$ 200.00	
#1-8	Hourly Rate for Project / Program Manager - Overtime Monday through Friday	\$ 300.00	
#1-9	Hourly Rate for Project / Program Manager - Saturday and Sunday	\$ 400.00	
#1-10	Hourly Rate for CAD Specialist - Normal Business Hours Monday through Friday	\$ 200.00	
#1-11	Hourly Rate for CAD Specialist - Overtime	\$ 300.00	
#1-12	Hourly Rate for CAD Specialist - Saturday and Sunday	\$ 400.00	
#1-13	Hourly Rate for Designer - Normal Business Hours Monday through Friday	\$ 200.00	

#1-14	Hourly Rate for Designer - Overtime	\$ 300.00	
#1-15	Hourly Rate for Designer - Saturday and Sunday	\$ 400.00	
#1-16	Hourly Rate for Offsite Integration and Technical Maintenance - Normal Business Hours Monday through Friday	\$ 250.00	
#1-17	Hourly Rate for Offsite Integration and Technical Maintenance - Overtime	\$ 375.00	
#1-18	Hourly Rate for Offsite Integration and Technical Maintenance - Saturday and Sunday	\$ 500.00	
#1-19	Hourly Rate for Trainer - Normal Business Hours Monday through Friday	\$ 200.00	
#1-20	Hourly Rate for Trainer - Overtime Monday through Friday	\$ 300.00	
#1-21	Hourly Rate for Trainer - Saturday and Sunday	\$ 400.00	
#2-1	% Markup to be added to applicable prevailing wage job classifications. The appropriate Prevailing wage job classification will be determined based on each project scope of work. Bidder to enter % offered as a whole number e.g. 5% = 0.05	100%	

RCO-RC-EPC-2024-010 - Public Safety Communication Techonology & Hardware Solutions			
Motorola Solutions			
#	Product Summary	Catalog Description	Minimum % Discount off of List Price
#1-1	Infrastructure	Fire Station Alerting Hardware	20%
#1-2	Infrastructure	Fire Station Alerting Software	20%
#1-3	Infrastructure	Radio Base Station Hardware	20%
#1-4	Infrastructure	Radio Base Station Software	20%
#1-5	Infrastructure	Master Site ASTRO Hardware	20%
#1-6	Infrastructure	Master Site ASTRO Software	20%
#1-7	Infrastructure	Transport Hardware	15%
#1-8	Infrastructure	Moscad Hardware & Software	10%
#1-9	Infrastructure	Interoperability Solutions	10%
#1-10	Infrastructure	Paging Hardware & Software	10%
#1-11	Infrastructure	Alarm & Control System	10%
#1-12	Infrastructure	Vehicular Repeaters	10%
#1-13	Infrastructure	Future Infrastructure Hardware &Software* released after date of contract	10%
#1-14	Subscribers	All APX Portable Radio Subscriber Device	25%
#1-15	Subscribers	All APX N Portable Radio Subscriber Device	25%
#1-16	Subscribers	All APX Mobile Radio Subscriber Device	25%
#1-17	Subscribers	All APX Desktop Radio Subscriber Device	25%
#1-18	Subscribers	Flashport Software	20%
#1-19	Subscribers	Future Mobile and Portable SubscriberDevices* released after date of contract	20%
#1-20	Subscribers	Standalone Subscriber Accessories	25%
#1-21	Subscribers	Bundled Subscriber Accessories withSubscriber Devices	25%
#1-22	Private LTE	LTE Hardware & Software	0%
#1-23	Private LTE	Broadband Device	0%
#1-26	Consoles	Console Hardware & Software	20%
#1-27	Consoles	Console Accessories	20%
#1-28	Consoles	Console Service	0%
#1-29	Avigilon Software & Hardware	Avigilon Software & Hardware	25%
#1-30	Drop Ship	Backhaul (Microwave, MPLS, etc)	15%
#1-31	Drop Ship	Distributed Antenna Systems	7%
#1-32	Drop Ship	Site Equipment	10%
#1-33	Drop Ship	Buildings & Towers	5%
#1-34	Drop Ship	Antenna & Line	15%
#1-35	Drop Ship	Test Equipment	10%
#1-36	Drop Ship	Computers & Accessories	15%
#1-37	Drop Ship	Time & Frequency Systems	15%
#1-38	Drop Ship	Wireless Modems	20%
#1-39	System Integration & Support Services	ASTRO Maintenance Support Services	0%
#1-40	System Integration & Support Services	ASTRO Upgrade Support Services	0%
#1-41	System Integration & Support Services	Motorola Shop Services	0%
#1-42	System Integration & Support Services	Motorola Engineering Services	0%
#1-43	System Integration & Support Services	Motorola Subscriber Services	0%
#1-44	System Integration & Support Services	Motorola Project Management Services	0%
#1-45	System Integration & Support Services	Motorola Engineering Services	0%
#1-46	System Integration & Support Services	Site Development Services	0%
#1-47	System Integration & Support Services	3rd Party Services	0%

#1-48	System Integration & Support Services	Motorola Security Services	0%
#1-49	Integrated Hardware & Software	Encryption Hardware & Software	5%
#1-50	Integrated Hardware & Software	Moto Locator Hardware	0%
#1-51	Integrated Hardware & Software	Moto Locator Software	10%
#1-52	Integrated Hardware & Software	Critical Connect Hardware	0%
#1-53	Integrated Hardware & Software	Critical Connect Software	0%
#1-54	P25 System Subscriptions	Cirrus Subscription	0%
#1-55	P25 System Subscriptions	AXS Subscription	0%
#1-56	P25 System Subscriptions	Asset Management Service	0%
#1-57	P25 Device Subscriptions	APX Next Application Subscription	0%
#1-58	Miscellaneous	Any non-catalog equipment	0%
#1-59	Miscellaneous	Any non-catalog integrated software	0%
#1-60	Miscellaneous	Any non-catalog service	0%
PROFESSIONAL AND COMMERCIAL			
#2-27	Dispatch Console	AVTEC Dispatch Console	20%
#2-28	Body-Worn Camera	VB400/440	20%
#2-29	System Integration & Support / Install	System Integration & Support / Install	0%
#2-30	PTT Subscription Services	TLK100	0%
#2-31	PTT Subscription Services	TLK150	0%
NO BIDS SUBMITTED - NO AWARD		Un-selected Items - NO BID	
Item #	Product Summary	Catalog Description	NO AWARD
#1-24	Private LTE	NITRO Hardware & Software	NO AWARD
#1-25	Private LTE	NITRO Services	NO AWARD
#2-1	MOTOTRBO Commercial Radios	BPR40	NO AWARD
#2-2	MOTOTRBO Commercial Radios	CP185	NO AWARD
#2-3	MOTOTRBO Commercial Radios	CP100d	NO AWARD
#2-4	MOTOTRBO Commercial Radios	CP200D / R2	NO AWARD
#2-5	MOTOTRBO Commercial Radios	SL300	NO AWARD
#2-6	MOTOTRBO Commercial Radios	EVX-S24	NO AWARD
#2-7	MOTOTRBO Commercial Radios	CM200D	NO AWARD
#2-8	MOTOTRBO Commercial Radios	CM300D	NO AWARD
#2-9	MOTOTRBO Professional Radios	XPR 3300e	NO AWARD
#2-10	MOTOTRBO Professional Radios	XPR 3500e	NO AWARD
#2-11	MOTOTRBO Professional Radios	SL3500	NO AWARD
#2-12	MOTOTRBO Professional Radios	XPR 7350e	NO AWARD
#2-13	MOTOTRBO Professional Radios	XPR 7550e	NO AWARD
#2-14	MOTOTRBO Professional Radios	XPR 7580e	NO AWARD
#2-15	MOTOTRBO Professional Radios	MOTOTRBO R7	NO AWARD
#2-16	MOTOTRBO Professional Radios	MOTOTRBO ION	NO AWARD

#2-17	MOTOTRBO Professional Radios	XPR 2500	NO AWARD
#2-18	MOTOTRBO Professional Radios	XPR 5350e	NO AWARD
#2-19	MOTOTRBO Professional Radios	XPR 5550e	NO AWARD
#2-20	MOTOTRBO Professional Radios	XPR 5580e	NO AWARD
#2-21	Battery / Accessory Portfolio	MOTOROLA BATTERIES	NO AWARD
#2-22	Battery / Accessory Portfolio	MOTOROLA ACCESSORIES	NO AWARD
#2-23	MOTOTRBO Digital Infrastructure	SLR 1000	NO AWARD
#2-24	MOTOTRBO Digital Infrastructure	SLR 5700	NO AWARD
#2-25	MOTOTRBO Digital Infrastructure	SLR 8000	NO AWARD
#2-26	MOTOTRBO Digital Infrastructure	Capacity Max System Server	NO AWARD

COUNTY OF ROCKLAND - DGS-PURCHASING
BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications Technology
and Hardware Solutions – Motorola Brand Products**

RCO #: RCO-EPC-2024-010

MOTOROLA SUPPLEMENTAL CONTRACT DOCUMENTATION

(Documentation that may be applicable based on Products/Services being purchased)

Motorola Customer Agreement

Software License Addendum

Mobile Video and Vigilant Addendum

Maintenance, Support and Life Cycle Management Addendum

Subscription Services Addendum – FirstNet and AT&T Services

Subscription Services Addendum – Verizon Service Terms - APXNext

"Customer Data" has the meaning given to it in the DPA.

"Customer-Provided Equipment" means components, including equipment and software, not provided by Motorola which may be required for use of the Products and Services.

"Data Processing Addendum" or **"DPA"** means the Motorola Data Processing Addendum applicable to processing of Customer Data for US customers, as updated, supplemented, or superseded from time to time. The DPA is located at https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/motorola_solutions_united_states_data_processing_addendum_online_version.pdf and is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

"Documentation" means the documentation for the Equipment, software Products, or data, that is delivered with the Products and Services that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

"Equipment" means hardware provided by Motorola.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services;

"Fees" means charges applicable to the Products and Services.

"Integration Services" means the design, deployment, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

"Licensed Software" means licensed software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola for a perpetual or other defined license term.

"Maintenance and Support Services" means the break/fix maintenance, technical support, or other Services (such as software integration Services) described in the applicable statement of work.

"Motorola Data" means data owned or licensed by Motorola and made available to Customer in connection with the Products and Services;

"Motorola Materials" means proprietary software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials

"Non-Motorola Materials" means collectively, Customer or third-party software, services, hardware, content, and data that is not provided by Motorola.

"Proposal" means solution descriptions, pricing, equipment lists, statements of work ("SOW"), schedules, technical specifications, quotes, and other documents setting forth the Products and Services to be purchased by Customer and provided by Motorola. The Proposal may also include an ATP, Acceptance Test Plan, depending on the Products and Services purchased by Customer.

"Products" or **"Product"** is how the Equipment, Licensed Software, and Subscription Software being purchased by the Customer will collectively be referred to in this Agreement (collectively as "Products", or individually as a "Product").

"Professional Services" are Services provided by Motorola to Customer under this Agreement the nature and scope of which are more fully described in the Proposal and Section 2.2.5 of this Agreement.

"Prohibited Jurisdiction" means any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations.

"Process" or **"Processing"** have the meaning given to them in the DPA

"Services" means services related to purchased Products as described in the Proposal.

"Service Completion Date" means the date of Motorola's completion of the Services described in a Proposal.

"Service Use Data" has the meaning given to it in the DPA.

"Site" or **"Sites"** means the location where the Integration Services or Maintenance and Support Services will take place.

"Software System" means a solution that includes at least one software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

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

"Subscription Software" means licensed cloud-based software-as-a-service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis.

"Third-Party Data" has the meaning given to it in the DPA.

"Term" means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

Section 3. Products and Services.

3.1. Products. Motorola will (a) sell Equipment, (b) Licensed Software, and (c) Subscription Software to Customer, to the extent each is set forth in this Agreement. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement.

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties or (b) Maintenance and Support Services, each as further described in the applicable statement of work. Maintenance, Support Services and Integration Services will each be considered "Services", as defined above.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Quote or Proposal. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, this Agreement.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Assessment of Systems & Operations. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations, Customer acknowledges and agrees that the equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except as specifically set forth in the Agreement, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, and data, including, but not limited to, denial or access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service. Motorola agrees to cooperate with Customer to schedule any such potential damage or disruption around Customer's voice or information technology traffic and use patterns so as to reduce the risk of disruption during working hours.

3.2.5.2. Network Security. If Customer is purchasing network security assessment of network monitoring Professional Services, Customer acknowledges and agrees that Motorola does not guarantee or warrant that it will discover all of Customer's system vulnerabilities or inefficiencies. Customer agrees not to represent to third parties that Motorola has provided such guarantee. Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with vulnerabilities or security events, whether or not they are discovered by Motorola.

3.2.5.3. Application Development. If Customer purchases software application development as part of the Professional Services, the deliverables will be licensed as described in Section 2.5 - Documentation.

3.2.6. Transport Connectivity Services. Certain Communications Systems may include one or more transport connectivity services as specified in the Proposal. In addition to the terms of this MCA, transport connectivity services shall also be governed by the terms of Motorola's standard Transport Connectivity Addendum, a copy of which is available here: https://www.motorolasolutions.com/en_us/about/legal/transport-connectivity-addendum.html.

3.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes such efforts nor 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 standards or other laws, regulations, or policies.

3.4. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.5. Documentation. Products and Services may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

3.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may 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. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

3.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services.

3.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any Prohibited Jurisdiction, and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.9. To obtain any 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.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

Section 4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products and Services governed thereby.

4.1.1. Subscription Terms. The duration of Customer's subscription commences upon delivery of the first Subscription Software (and recurring Services, if applicable) ordered under this Agreement and will continue for a twelve (12) month period or such longer period identified in a Proposal (the "**Initial Subscription Period**") and will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year.

Unless otherwise specified in writing, additional Subscription Software or recurring Services purchased under this Agreement will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Unless otherwise specified in writing, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming goods delivered and for all services performed prior to the effective date of termination date.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products or Services under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription Software. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the published list price for such Equipment in connection with Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Equipment or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

Section 5. Payment, Invoicing, Delivery and Risk of Loss

5.1. Customer affirms they have signatory authority to execute this contract. The Contract Price of \$_____, excluding taxes, is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. Fees and charges applicable to the Products and Services will be as set forth in the applicable Addendum or Proposal. Changes in the scope of Services described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. Unless otherwise specified in the applicable Proposal, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will

reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend the Subscription Software and any recurring Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products and Services contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in a Proposal. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5.5. Payment. Customer will pay invoices for the Products and Services provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

5.6. 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.

5.7. Delivery, Title and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software and/or Subscription Software will not pass to Customer at any time.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Services (i.e. cyber) are an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

Section 6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products and Services.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions, as set forth in the Proposal, will apply to any such sales. Any orders for such Non-Motorola Materials will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 8.2 – Intellectual Property Infringement.**

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Third party software flow-down terms applicable to Motorola products are located at the following site: https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other software Product provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface ("API") offered solely in connection with any Software System. APIs will evolve and

mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

6.11. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

Section 7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2. Communications System Warranty. Motorola represents and warrants that, on the date of System Acceptance, (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such Communications System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon System Acceptance (the "Warranty Period").

7.3. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software pursuant to the applicable maintenance and support Proposal. Support for the Motorola Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). Copies of the SwSP can be found at https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/software_policy.html, a copy of which is available to Customer upon written request. If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's Lifecycle Management Services ("LMS") after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or LMS, will be included in the Maintenance and Support Addendum, LMS Addendum, the applicable Proposals, and the proposal (if applicable). These collective terms will govern the provision of such Services.

7.4. On-Premises Software System Warranty. Motorola represents and warrants that, on the System Completion Date, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier.

7.4.1. On-premises Software Systems as a service and cloud hosted Software Systems are provided as a service and accordingly do not qualify for the On-premises Software System Warranty. System completion, however, for each of these solutions is determined in accordance with **Section 12.2 Software System Completion** below.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) The warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Motorola Licensed Software Warranty. Unless otherwise stated in the License Agreement, for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola)

7.7.1. As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer; or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis.

7.7.2. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

7.8. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

7.9. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.10. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.11. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

Section 8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and 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. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. 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 Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any

way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This Section 8.2 – Intellectual Property Infringement provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

Section 9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT OR INTEGRATION SERVICE UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY SUBSCRIPTION SOFTWARE OR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUBSCRIPTION SOFTWARE OR RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE SUBSCRIPTION SOFTWARE OR RECURRING SERVICE DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3 Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

Section 10. Confidentiality.

10.1. Confidential Information. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by disclosing party ("Discloser") by submitting a written document to receiving party ("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.

10.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 10 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees, agents or consultants who must access the Confidential Information for the purpose of providing Services and who are bound by confidentiality terms substantially similar to those in this Agreement and licenses; (c) not copy, reproduce, reverse engineer, decompile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but no less than reasonable care to safeguard against disclosure; (e) 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 Section; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

10.3. Exceptions. Recipient may disclose Confidential Information to the extent required by law, or a judicial or legislative order or proceeding. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly known or available prior to without breach of this Agreement; (b) is lawfully obtained; or (c) is independently known or developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement.

10.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser, and will not be copied or reproduced without written permission. Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy for use only in case of a dispute concerning this Agreement, and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures. Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use it in the manner, and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

Section 11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in the DPA.

11.3. Data Retention and Deletion. Except as expressly provided otherwise under the DPA, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Proposal, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 15.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Proposal.

11.4. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, and may disclose Service Use Data to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

11.5. Third-Party Data and Motorola Data. Customer will not, and will use reasonable efforts to ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum.

11.5.1. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Proposal, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider.

11.5.2. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify

such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Proposal.

11.6. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.7. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

Section 12. Acceptance

12.1. Communications System Acceptance.

12.1.1. Any Communications System described in the Proposal hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon successful completion of the acceptance procedures ("Acceptance Tests") set forth in the Acceptance Test Plan ("System Acceptance"). Motorola will notify Customer at least ten (10) days before the Communications System testing commences. Upon System Acceptance, the Parties will memorialize this event by promptly executing a certificate documenting such System Acceptance as set forth in Exhibit C. If the Acceptance Test Plan includes separate tests for individual sub-Systems or phases of the Communications System, acceptance of the individual sub-System or phase will occur upon the successful completion of the Acceptance Tests for the sub-Communications System or phase, and the Parties will promptly execute an acceptance certificate for the sub-Communications System or phase. If Customer believes the Communications 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 Communications System that do not materially impair the operation of the Communications System as a whole will not postpone System Acceptance or sub-Communications System acceptance, but will be corrected according to a mutually agreed punch list schedule. This Section applies to Products purchased as part of a Communications System notwithstanding any conflicting delivery provisions within this Agreement and this Section will control over such other delivery provisions to the extent of a conflict.

12.1.2. Beneficial Use. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the Communications System before System Acceptance.

12.1.3. Customer shall not commence using the system before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for Communications System performance deficiencies that occur prior to System Acceptance or written authorized use. Upon the date Customer begins using the Communications System, Customer assumes responsibility for the use and operation of the Communications System.

12.2 Software System Completion. Any Software System described in the Proposal (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the Proposal) (the "System

Completion Date"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("Product Completion Date"), which may occur before the System Completion Date. As used in this Section, "Beneficial Use" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the Proposal. This Section applies to Products purchased as part of a Software System notwithstanding any conflicting delivery provisions within this Agreement, and will control over such other delivery provisions to the extent of a conflict.

Section 13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

Section 14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the 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. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

Section 15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Subscription Software, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. 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.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.8. Interpretation. The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.4 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.11 – Warranty Disclaimer; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Exhibits, Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, 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 will 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. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will 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 order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

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

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Software License Addendum

This Software License Addendum (this "SLA") is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement ("MCA") to which it is attached. Capitalized terms used in this SLA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This SLA governs Customer's use of Licensed Software (and, if set forth in a Proposal, related Services) and Subscription Software from Motorola, as applicable, and is an integral part of the Parties' Agreement.

Section 2. Licensed Software License and Restrictions.

2.1. Licensed Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Licensed Software identified in a Proposal, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the "Designated Products") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Proposal, the foregoing license grant will be limited to the number of licenses set forth in the applicable Proposal and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Proposal, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

2.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this Agreement will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Change Order or Proposal, the licenses granted under this **Section 2 Licensed Software License and Restrictions** will automatically terminate, and such Subscription Software will be governed by the terms of **Section 3 Subscription Software License and Restrictions**.

2.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

2.4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time the temporary transfer is discontinued.

2.5. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

Section 3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Subscription Software identified in a Proposal, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in a Proposal (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

3.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

Section 4. Software Systems - Applicable Terms and Conditions

4.1. On-Premise Software System. If Customer purchases an "on-premises Software System," where Licensed Software is installed at Customer Sites or on Customer-Provided Equipment, then, unless otherwise specified in writing that any software is being purchased as Subscription Software, the Licensed Software is subject to Section 2 of the SLA.

4.1.1. CAD and Records Products. The terms set forth in this Section 4.1.1. apply in the event Customer purchases any Computer Aided Dispatch ("CAD") or Records Products under the Agreement.

4.1.1.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under this SLA to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products.

4.1.1.2. CJIS Security Policy. Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("CJIS") Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Proposal for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the "escort" within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

4.2. On-Premise Software System as a Service. If Customer purchases an "on-premises Software System as a service," where software Products are installed at Customer Sites or on Customer-Provided Equipment, and generally licensed on a subscription basis (i.e. as Subscription Software), then such Subscription Software is subject to Section 3 of the SLA. The firmware preinstalled on Equipment included with an on-premises Software System as a service purchase, and any Microsoft operating system Licensed Software are subject to Section 2 of the SLA.

4.2.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SLA as part of an "on-premises Software System as a service" solution will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time the Parties execute the applicable agreement, (a) the licenses granted to such on-premises Subscription Software under this SLA will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of **Section 4.3 Cloud Hosted Software System**.

4.2.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 4.2.1 – Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees may be greater than Fees paid by Customer for on-premises Subscription Software.

4.2.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

4.3. Cloud Hosted Software System. If Customer purchases a "cloud hosted Software System," where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), then such Subscription Software is subject to Section 3 of the SLA.

4.4. Additional Cloud Terms. The terms set forth in this **Section 4.4 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.

4.4.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

4.4.2. Data Retrieval. Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content.

The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

4.4.3. Maintenance. Scheduled maintenance of cloud-hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

Section 5. Term.

5.1. Term. The term of this SLA (the "**SLA Term**") will commence upon the Effective Date of the MCA.

5.2. Termination - Licensed Software License. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA (and any Agreements hereunder) immediately upon notice to Customer if Customer breaches **Section 2 – Licensed Software License and Restrictions** of this SLA, or any other provision related to Licensed Software license scope or restrictions set forth in a Proposal, EULA, or other applicable Addendum. Upon termination or expiration of the SLA Term, all Motorola obligations under this SLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services.

5.3. Termination - Subscription Software License. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA, or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SLA, or any other provision related to Subscription Software license scope or restrictions set forth therein, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers).

5.4. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software, Subscription Software, and Documentation, and that Customer's breach of the SLA will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this SLA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

5.5. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

Section 6. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

Section 7. Survival. The following provisions will survive the expiration or termination of this SLA for any reason: Section 2 – Licensed Software License and Restrictions; Section 3 – Subscription Software License and Restrictions; Section 4 – Software Systems – Applicable Terms and Conditions; Section 5 – Term; Section 7 – Survival.

Mobile Video and Vigilant Addendum

This Mobile Video and Vigilant Addendum (this "**MVVA**") is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement ("**MCA**") to which it is attached. Capitalized terms used in this MVVA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This MVVA governs Customer's purchase of (a) any Motorola mobile video Products, including participation in Motorola's Video-as-a-Service Program ("**VaaS Program**"), and (b) Motorola's Vigilant automated license plate recognition software and hardware Products ("**LPR Products**"). This MVVA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVVA.

Section 2. Definitions.

"Mobile Video System" is a solution that includes at least one mobile video Product and requires Integration Services to deploy such mobile video Product or the associated evidence management Product at a Customer Site.

Camera License Key ("CLK") means an electronic key that will permit each camera (one CLK per camera) to be used with Vigilant CarDetector and/or Subscription Software

Commercial Booking Images refers to booking images collected by commercial sources and available on Vigilant VehicleManager with a paid subscription.

Commercial Data means both Commercial Booking Images and Commercial LPR Data.

Commercial LPR Data refers to LPR data collected by private sources and available on Vigilant VehicleManager with a paid subscription.

License Plate Recognition ("LPR") refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

Section 3. Evidence Management Systems; Applicable Terms and Conditions.

3.1. On-Premise Evidence Management. If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at Customer Sites (an "**On-Premises Evidence Management System**"), then, unless the Proposal specifies that any software is being purchased as Subscription Software, any (i) Equipment and (ii) Licensed Software installed at Customer Sites or on Customer-Provided Equipment purchased in connection with the On-Premises Evidence Management System is subject to the SLA. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Evidence Management System Warranty** (the "**System Warranty**").

3.2. Cloud Hosted Evidence Management. If Customer purchases a Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service ("**Cloud Hosted Evidence Management System**"), then such software is subject to the SLA. Any Equipment purchased in connection with the Cloud Hosted Evidence Management System is subject to the MCA. System Warranty does not apply to Cloud Hosted Evidence Management Systems. System completion is determined in accordance with the provisions of **Section 12 – System Completion** below.

3.3. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the MCA, and as described in the applicable Addendum.

Section 4. Payment. Customer will pay invoices for the Products and Services covered by this MVVA in accordance with the invoice payment terms set forth in the MCA. Fees for Mobile Video Systems will be

invoiced as of the System Completion Date, unless another payment process or schedule is set forth in the Proposal.

Section 5. On-Premises Evidence Management System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System described in **Section 3.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier.

Section 6. Additional Software and Video Terms and Conditions.

6.1. Unlimited Storage. Storage shall be specifically described in Proposal. "Unlimited Storage" related to Customer's purchase of a Cloud Hosted Evidence Management system means storage of all data captured using Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer's data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge Customer for such excess data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request.

6.2. Applicable End User Terms. Described in Section 5.6 of the SLA.

6.3. License Plate Recognition Data Ownership and Retention. Motorola retains all title and rights to Commercial LPR Data and Commercial Booking Images. Customer shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal law enforcement agencies ("LEAs"). LPR data and where applicable, booking images, collected by the License plate recognition ("LPR") data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer's own retention policy. LPR data and/or booking images that has reached the end of the retention period set by the Customer in ClientPortal or VehicleManager will be deleted in accordance thereof. Customer retains all rights to LPR data and booking images collected by Customer.

6.3.1 Data Sharing. Customer, at its option, may share its LPR data with other similarly situated LEAs which contract with Motorola to access Vigilant VehicleManager by selecting this option within Vigilant VehicleManager. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using Vigilant VehicleManager. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of Vigilant VehicleManager.

6.3.2. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access Vigilant VehicleManager on behalf of Customer through login credentials provided by Customer ("**User Eligibility Requirements**") may access Vigilant VehicleManager. Motorola in its sole discretion may deny access to Vigilant VehicleManager to any individual based on such person's failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Motorola. Customer will be responsible for all individuals' access to, and use of, Vigilant VehicleManager through use of Customer login credentials, including ensuring their compliance with this Agreement. Customer shall notify Motorola immediately if Customer believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Motorola immediately if it becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

6.3.3 LEA Customers. If Customer is an LEA, other similarly situated LEAs that collect their own LPR data and booking images may opt to share such data with Customer using VehicleManager.

6.3.4. Non-LEA Customers. If Customer is a non-LEA Customer, other similarly situated ClientPortal customers that collect their own LPR data may opt to share such data with Customer using ClientPortal. Such LPR data generated by other ClientPortal customers is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective ClientPortal customer, and shall be used by Customer only in connection with its use of ClientPortal. Third-party LPR data that has reached its expiration date will be deleted from ClientPortal in accordance with the retention terms of the sharing entity.

6.4. Commercial Data Access. If Customer purchases a subscription to Commercial Data, then Customer shall execute and agree to the terms of Motorola's standard Data License Addendum, a copy of which is available upon request.

6.5. API Support. Described in the MCA.

6.6. Support of Downloaded Clients. Described in the MCA.

6.7. CJIS Security Policy. Described in the MCA.

Section 7. VaaS Program Terms. All hardware provided by Motorola to Customer under the VaaS Program will be considered Equipment, as defined in the MCA and constitutes a purchase of Equipment subject to the terms and conditions contained therein. In addition, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

7.1. Technology Refresh. Body cameras and associated batteries purchased under the VaaS Program ("Body Cameras") may be eligible for a technology refresh as described in the Proposal. If included in the Proposal, and in the event the Body Camera is eligible for replacement applicable under this **Section 7.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, or associated batteries (if specified in the Proposal) will not be eligible for a technology refresh hereunder.

7.2. No-Fault Warranty. If specified in the Proposal, and subject to the disclaimers set forth in the Agreement, upon delivery of Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The "No-fault Warranty" means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

7.3. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Proposal (the "Initial Commitment Term"). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 11.2 – Termination** hereunder.

Section 8. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers' initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a "Subsequent Commitment Term") with respect to the monthly Fee

associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a "**Commitment Term**".

Section 9. Included Subscription Software.

9.1 VideoManager EL. Subject to **Section 11.1 – VaaS Term**, if the Equipment purchased under the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System during the VaaS Term (as defined below), use of the Cloud Hosted Evidence Management System is subject to the MCA and SLA. Customer's subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, Customer's continued use of expired Equipment with the Cloud Hosted Evidence Management System is subject to Customer's purchase of additional access at Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.

9.2 CommandCentral. If specified and included in the Proposal, for each applicable Body Camera, in-car system or integrated system purchased, Customer will receive one user license for Motorola CommandCentral (CC), which provides access to CC Community, CC Capture, CC Vault and CC Records. Additional CC licenses may be purchased for an additional fee.

9.3 VideoManager EX: Subject to **Section 11.1 – VaaS Term**, if specified in the Proposal, Equipment purchased under the VaaS Program provides Customer with a single subscription to Video Manager EX during the VaaS Term (as defined below), the use of which is subject to the MCA and SLA. Following expiration of the applicable Commitment Term, Customer must purchase additional access to VideoManager EX, at Motorola's prevailing rates, to continue using expired Equipment with the VideoManager EX, or Motorola may disconnect connectivity of any expired Equipment.

9.4. Vigilant VehicleManager or Vigilant ClientPortal. The VaaS Program provides Customer with a subscription to Vigilant VehicleManager or Vigilant ClientPortal, as specified in the Proposal, during the VaaS Term (as defined below). Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the Vigilant VehicleManager or Vigilant ClientPortal, Customer must purchase additional access to Vigilant VehicleManager or Vigilant ClientPortal based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to such software.

9.4.1. Access. Use and access to VehicleManager is strictly restricted to Law Enforcement Agencies ("LEAs") and their Authorized Users. Non-LEAs and their Authorized Users may purchase/access Client Portal.

9.5. CarDetector. Customer may purchase Vigilant CarDetector which is Subscription Software. For Customers subscribing to CarDetector, Customer is required to obtain a CLK for each Motorola-approved camera which uses CarDetector. A CLK can be obtained by Customer by going to Motorola's company support website and completing the online request form to Vigilant technical support staff.

Section 10. VaaS Program Payment.

10.1 Mobile Video System: Unless otherwise provided in a Proposal (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in a Proposal. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be prorated based on the applicable number of days remaining in the such initial Subscription Quarter.

10.2 LPR System: Unless otherwise provided in a Proposal (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee yearly (each a "**Subscription Year**"), as set forth in a

Proposal. If Customer orders any additional LPR Product(s) under the VaaS Program subsequent to Customer's initial purchase, the Fees for the additional LPR Product will be added to the yearly subscription Fee and will be payable on the same Fee payment schedule as the initial LPR Products purchased by the Customer; provided, however, that for the first Subscription Year during which such additional LPR Product(s) is purchased, the subscription Fee for the applicable additional LPR Product(s) will be prorated based on the applicable number of days remaining in such initial Subscription Year.

Section 11. VaaS Program Term and Termination.

11.1 VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this MVA, and will continue through the end of the final Commitment Term hereunder ("the **VaaS Term**"). Following the end of any Commitment Term, Customer's access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term or the Initial Commitment Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Cloud Hosted Evidence Management System with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

11.2 Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA and SLA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the prorated remainder of the aggregate Equipment list price (prevailing as of the time of delivery). This is calculated by multiplying the list price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order.

11.3 Post Termination Subscription Software Access. Upon completion of the VaaS Term, Customer may elect to purchase additional CLKs, at then current rates, for continued Vigilant CarDetector and/or Subscription Software access. If applicable, additional network costs, at then current rates, may apply. Any continued Software Subscription access shall continue to be governed by the MCA and SLA.

Section 12. System Completion. Any Mobile Video System sold hereunder will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of the applicable Mobile Video System (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that Beneficial Use will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Proposal. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance with the terms of the MCA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased under the MVA notwithstanding any delivery provisions of the Agreement, and this Section will control over such other delivery provisions to the extent of a conflict.

Section 13. Additional Cloud Terms. The terms set forth in Section 4.4 Additional Cloud Terms of the SLA apply in the event Customer purchases any cloud hosted software Products, including a Cloud Hosted Evidence Management System.

Section 14. Survival. The following provisions will survive the expiration or termination of this MVVA for any reason: Section 1 – Addendum; 3 – Evidence Management Systems; Applicable Terms and Conditions; Section 4 – Payment; Section 6.2 – Applicable End User Terms; Section 9.1 – VideoManager EL Section 11 – VaaS Program Term and Termination; Section 14 – Survival.

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Maintenance, Support and Lifecycle Management Addendum (this "**MSLMA**") Addendum is entered into between Motorola Solutions, Inc., with office at 500 W. Monroe, suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below or in the MCA ("**Customer**") and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties, effective as of the earlier of (a) the first purchase of Maintenance, Support and Lifecycle Management services from Motorola, and (b) the date of the last signature on the first Ordering Document between the Parties (the "Effective Date") the ("**MCA**"). Capitalized terms used in this MSLMA, but not defined herein, will have the meanings set forth in the MCA.

If you are purchasing Maintenance, Support, and Lifecycle Management services on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as "Customer" to this Agreement; (b) you have read and understand this Agreement; and (c) on behalf of the Customer that you represent, you agree to this Agreement. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this Agreement, please do not complete the purchase of Maintenance, Support and Lifecycle Management services from Motorola.

1. Addendum. This MSLMA governs Customer's purchase of Maintenance, Support and Lifecycle Management (as defined below) services (and, if set forth in an Ordering Document, related Services) from Motorola and will form part of the Parties' Agreement. In addition to the MCA, other Addenda may be applicable to the MSMLA, including the Equipment Purchase and Software License Addendum ("**EPSLA**"), with respect to Licensed Software and Equipment, and the Communications System Addendum ("**CSA**") as further described below. This MSMLA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Maintenance, Support and Lifecycle Management services purchased under this MSMLA and not with respect to other Products and Services.

2. Scope

Motorola will provide break/fix, maintenance, technical support, or other Services (such as software integration Services) ("Maintenance and Support Services") and/or upgrade services ("Lifecycle Management") as further described in the applicable Ordering Documents.

3. Terms and conditions

3.1 Maintenance and Support services

3.1.1 Purchase Order Acceptance. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 Start Date. The "Start Date" for Maintenance and Support Services will be indicated in the applicable Ordering Document.

3.1.3 Auto Renewal. Unless the applicable Ordering Documents specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Maintenance and Support Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 Termination. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this MSLMA, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

3.1.5 Equipment Definition. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable Ordering Documents.

3.1.6 Additional Hardware. If Customer purchases additional hardware from Motorola that becomes part of the Communications System, the additional hardware may be added to this MSLMA and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 Maintenance. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 Equipment Condition. All Equipment must be in good working order on the Start Date or when additional equipment is added to the MSLMA. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 Equipment Failure. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this MSLMA and applicable Ordering Documents.

3.1.10 Intrinsically Safe. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 Excluded Services.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this MSLMA or the applicable Ordering Documents, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 Time And Place. Service will be provided at the location specified in this MSLMA and/or the applicable Ordering Documents. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this MSLMA or applicable Ordering Documents, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this MSLMA or applicable Ordering Documents, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 Customer Contact. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.1.14 Warranty. Motorola warrants that its Maintenance and Support Services under this section 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. In the event of a breach of this warranty, 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. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.2 Lifecycle Management Services

3.2.1 The Software License terms included in the MCA and its Addendum applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this Addendum is for the number of years set out in the Ordering Documents, commencing on the date set out in the Ordering Documents. The price for the Lifecycle Management services is as set out in the Ordering Documents, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Ordering Documents, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The Communications System upgrade will be scheduled during the subscription period and will be performed when Motorola's upgrade operation resources are available. Because there might be a significant time frame between when this MSLMA is executed and when a Communications System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered, in accordance with the EPSLA, and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on Communications System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Ordering Documents.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the applicable Ordering Documents, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this MSLMA or the applicable Ordering Documents, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any

transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this Maintenance and Support or Lifecycle Management service and contractual commitment before the end of the term as set out in the Ordering Documents, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

4. Payment

4.1 Unless alternative payment terms are stated in this MSLMA, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (<http://www.bls.gov>) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

END

Subscription Services Addendum

Exhibit A: FirstNet and AT&T Service Terms

Public Safety Entity ("Customer") Responsibilities for access to and use of "First Net" Service as provided by AT&T

General. The Customer is responsible for complying with AT&T Acceptable Use Policy found at att.com/aup and applicable AT&T Service Guides found at att.com/servicepublications.

Privacy. The Customer is responsible for complying with all applicable privacy laws. The Customer is responsible for obtaining consent from and giving notice to its Users regarding Motorola's and AT&T's collection and use of User information in connection with a Service. The Customer will only make accessible or provide Personal Data to Motorola and AT&T when it has the legal authority to do so.

User Eligibility. The Customer shall verify, or assist Motorola and AT&T in verifying, as stated below, the eligibility of its Users to use the Service. The Customer is required to verify and confirm that its Users are authorized and eligible to use Service. The Customer must perform periodic audits on a regular, but not less than once per year, basis to identify any individuals who are no longer eligible for Service. The Customer must produce such information as may be requested through AT&T by the FirstNet Authority and the United States Government to verify eligibility of its users.

Limitations on the Service. THE CUSTOMER ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF THE NETWORKS. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF: (A) FACILITIES LIMITATIONS; (B) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, WEAK BATTERIES, SYSTEM OVERCAPACITY, MOVEMENT OUTSIDE A SERVICE AREA OR GAPS IN COVERAGE IN A SERVICE AREA AND OTHER CAUSES REASONABLY OUTSIDE OF MOTOROLA, OR AT&T'S CONTROL SUCH AS, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; OR (C) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF SERVICE.

Limitations on Service of Carrier Partners. CARRIER PARTNER NETWORKS ARE MADE AVAILABLE AS-IS AND MOTOROLA AND AT&T MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF ROAMING SERVICE PROVIDED BY CARRIER PARTNERS, AND MOTOROLA AND AT&T WILL NOT BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER PARTNER NETWORKS. ROAMING ON CARRIER PARTNER NETWORKS OUTSIDE THE FIRSTNET SERVICE AREA (IF ANY) SHALL BE AVAILABLE AS DESCRIBED IN THE SERVICE GUIDE.

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN [CUSTOMER] AND THE UNDERLYING CARRIER; (3) THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO [USER], WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE; AND (4) THAT DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED

Medical Devices (FDA and HIPAA Responsibilities). The Customer shall be responsible for FDA compliance as a "distributor" of the Device to its users. Except as necessary to provide the Service to the Customer, The Customer shall not convey any protected health information ("PHI") to AT&T, as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") Act regulations. Motorola and/or AT&T shall not function as the Customer's business associate in rendering the Services; such Services will be limited to providing conduit or mere data transmission services to the Customer in accordance with guidance on the "conduit exception" under HIPAA. Each Party shall bear its own costs associated with regulatory compliance.

Audits. Customer may be subject to occasional audits by AT&T or its agents to verify compliance with this Exhibit A.

Motorola Confidential Proprietary

Subscription Services Addendum

Exhibit A: Verizon Service Terms - APXNext

For purposes of this Addendum, "Service" means wireless services provided directly or indirectly by Verizon which may include but is not limited to data transmission services between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision. Customer acknowledges that Motorola is not a Telecommunications Services Provider, as defined in the 47 U.S.C.A. sec. 163, and to include within that definition, but not be limited to, Inter-exchange Carrier, BLEC, CLEC, ILEC and/or DLEC, or wireless service provider pursuant to licenses issued by the FCC pursuant to the FCC's rules.

Customer agrees to comply with the additional responsibilities for access to and use of the Service provided by Verizon:

Service Availability. The Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Service operation. The Service and/or features may not be available in all areas. The Service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on Verizon's network.

WARRANTY DISCLAIMER. VERIZON AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SERVICE OR EQUIPMENT OR THEIR USE IN CONNECTION WITH THE CUSTOMER PROVIDED EQUIPMENT OR THE COMPANY PRODUCT OR SERVICE. WITH RESPECT TO VERIZON.

Content Disclaimer. Neither Verizon nor Motorola exercises control over nor has any responsibility for the accuracy, quality, security or other aspect of any content accessed, received, transmitted, stored, processed or used through Verizon facilities or any Services (except to the extent particular Services explicitly state otherwise). Customer accesses, receives, transmits, stores, processes, or uses any content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the content it is accessing, receiving, storing, processing or using, including without limitation Customer Data, individual health and financial content. Verizon is not responsible if the level of security protection Customer uses for any particular content is insufficient to prevent its unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that content.

Use of Customer Data. Verizon, Verizon Affiliates and their respective agents, may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information): (a) in connection with provisioning of Services; (b) to incorporate Customer Data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing Services; administration; provisioning; billing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and customer use analysis; and (c) to communicate to Customer regarding Services.

Network Monitoring. Transmissions passing through Verizon Facilities may be subject to legal intercept and monitoring activities by Verizon, its suppliers or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants its consent under this Agreement and represents that it will have at all relevant times the necessary consents from all end users.

Customer Consent. Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data as described in this clause.

Customer Consent to Use of U.S. Customer Proprietary Network Information ("CPNI"). [Not Applicable to Arizona customers.] Verizon and its affiliates (the "Verizon Companies") may need Customer's permission to share information about Customer as described below. The Federal Communications Commission ("FCC") and various states require Verizon to protect certain information that is made available to it solely by virtue of Customer relationship with it. This information is known as Customer Proprietary Network Information CPNI"), and it includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of Customer telecommunications services purchased (including specific calls Customer makes and receives) and related local and toll billing information. CPNI does not include subscriber lists or published information (listed or unlisted), such as Customer's name, telephone number and address; such information is not subject to the CPNI rules' use limitations. The Verizon Companies acknowledge that Customer has a right under federal and state law to protect the confidentiality of Customer's CPNI, and to direct the Verizon Companies not to use Customer's CPNI or to limit use and disclosure of and access to it, and the Verizon Companies have a duty to comply with the limitations Customer designates. By its signature on this Agreement, Customer grants the Verizon Companies permission, solely for the purpose of offering Customer current and future products and services available from the Verizon Companies and from the Vodafone Companies, to use, to permit access to and to disclose Company's CPNI among the Verizon Companies, to their agents, contractors, and partners, and to the Vodafone Companies. (The "Vodafone Companies" refers to Vodafone Group PLC, Vodafone Group Service Limited, their affiliates and partner networks).

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MOTOROLA SOLUTIONS INC. AND THE UNDERLYING CARRIER; AND (3) ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

LIMITATION OF LIABILITY. NOTWITHSTANDING SECTION 11 OF THE AGREEMENT, NEITHER MOTOROLA NOR VERIZON AND THEIR AFFILIATES AND CONTRACTORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY END USER:

- A) IF CHANGES IN THE SERVICE OR IN THE VERIZON NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE;
- B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING THE SERVICE, (II) FAILURES OR DEFECTS IN THE VERIZON NETWORK OR SYSTEMS,
- C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE SERVICE, RELIANCE BY CUSTOMER ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE SERVICE, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL VERIZON, MOTOROLA, OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES; OR INTENTIONAL MISCONDUCT. FOR THE AVOIDANCE OF DOUBT, UNDER NO CIRCUMSTANCES SHALL VERIZON'S OR MOTOROLA'S EXERCISE OF ANY RIGHTS SET FORTH IN THIS ADDENDUM BE DEEMED WILLFUL OR INTENTIONAL MISCONDUCT.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-RC-EPC-2024-010

EMPIRE STATE COOPERATIVE PROCUREMENT ALLIANCE

The Counties of Chemung, Orange, Rockland, and Ulster ("Organizing Local Governments"), all being municipal corporations in the State of New York, have organized the Empire State Cooperative Procurement Alliance ("Alliance") to serve all public participating entities (as discussed below) through the creation of a procurement cooperative to issue cooperative bids, operate and maintain an esourcing, contract management and marketplace e-procurement system, and enable Alliance members to be in compliance with New York State bidding requirements, in identifying suppliers of commodities, good and services, and to realize the potential economies, including administrative cost savings.

The Organizing Local Governments of the Alliance have acted in accordance with section 119-o of the New York State General Municipal Law to cooperatively create the Alliance to fulfill their respective public and governmental purposes, needs, objectives and programs, and have additionally determined that public participating entities as described below shall be permitted to join the Alliance.

The purpose of this Request for Competitive Offers is to establish contracts with qualified bidder(s)/offeror(s) to provide competitive pricing for Motorola Communications Technology and Hardware Solutions to all public participating entities (as discussed below). The County of Rockland ("County") is requesting offers for Motorola Radios and Services in furtherance of the Alliance. This solicitation intends to replace expiring contracts awarded by the State of New York. The Request for Competitive Offers will be used to create a new contract for the County and all Alliance Members (as defined below). Any contract resulting from this solicitation will be a permissive cooperative contract ("Contract") that may be used by public participating entities as described below.

This Request for Competitive Offer is designed to provide interested persons/organizations with sufficient information to submit bids/offers meeting the requirements. It is not intended to be comprehensive. Bidders/offers are responsible for determining all factors necessary to submit a comprehensive offer. Bidders/offers are encouraged to expand upon the specifications to add service and value consistent with Alliance's requirements.

Public Participating Entities

New York State political subdivisions and others authorized by New York State law may participate in the resulting Contract from this solicitation. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations through the Empire Procure Connect Marketplace administered by the Alliance. There are currently 57 counties (outside NYC), 62 cities, 933 towns, 531 villages 690 school districts, 37 boards of cooperative educational services, 36 community colleges, 411 library districts, and 1803 fire companies/departments located in New York State that can make purchases through contracts awarded by the County on behalf of the Empire State Cooperative Procurement Alliance and made available through its online marketplace - ***Empire Procure Connect Marketplace ("EPC Marketplace")***. Visit www.empireprocureconnect.info for more information.

Empire Procure Connect and the EPC Marketplace have been developed in partnership with Periscope (as defined below) to streamline the selling process for public participating entities in New York. It is both a technology system and a cooperative purchasing program. Suppliers can establish their marketplace presence in the EPC Marketplace

Any alterations to this document made by the Offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any legal remedies available to the County of Rockland.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-RC-EPC-2024-010

by utilizing Empire Procure Connect for this solicitation. In partnership with the Alliance, Periscope can develop additional marketing campaigns to promote the product and services awarded under this solicitation in the EPC Marketplace.

To be eligible for the award, the bidder/offeror agrees, by submission of an offer, to fully cooperate with the Alliance and Periscope (and any authorized agent) to integrate the bidder's/offeror's presence in the EPC Marketplace.

**EMPIRE STATE COOPERATIVE PROCUREMENT ALLIANCE'S
TERMS AND CONDITIONS**

These terms and conditions are incorporated into the awarding County's contractual terms and conditions and apply to the awarding contract. All references below to "Contractor" shall mean the bidder/offeror awarded the Contract.

1. Empire State Cooperative Procurement Alliance

- a. Alliance is a county cooperative purchasing program in the State of New York facilitated by the Empire State Cooperative Procurement Alliance, which is comprised of Chemung, Orange, Rockland, and Ulster counties. The Contract is a permissive cooperative contract that may be used by other Public Participating Entities as described below.

2. Public Participating Entities

- a. New York State political subdivisions and others authorized by New York State law may participate in the Contract. These include, but are not limited to, local governments, public authorities, boards of cooperative educational services (BOCES), public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations through the Empire Procure Connect Marketplace administered by the Alliance.
- b. "Alliance Member" means a public participating entity conducting purchases pursuant to a cooperative contract established by the Alliance. The County is also an Alliance Member and may be included in references to same herein.

3. Quarterly Sales Reporting

As of the effective date of the Contract awarded from this solicitation, the Contractor shall be required to submit a quarterly report documenting all Sales made under the Contract ("Quarterly Sales Report"). "Sales" shall mean total invoices for Net Purchases. "Net Purchases" means the total gross purchases, less any credits, taxes, regulatory fees, and separately stated shipping charges not included in unit prices, procured by Alliance Participant, regardless of whether the EPC Marketplace is used as part of the purchase process. The Quarterly Sales Report shall be submitted directly to Periscope using the Reconciler portal (Periscope's reporting tool to which a link shall be provided to Contractor), or otherwise as reasonably directed by Periscope and/or the County, no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end September 30th, December 31st, March 31st, and June 30th each year. The Quarterly Sales Report will include periods less than a full calendar quarter if the Contract does not start on the first day of a quarter or end on the last day of the quarter. Contractor shall submit one

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-RC-EPC-2024-010

Quarterly Sales Report for each contract for each reporting period. The Quarterly Sales Report must contain the following information:

- a. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter;
- b. Purchasing Alliance Member and type;
- c. Product/service description, unit price, quantity and total sale amount;
- d. Invoice number and date;
- e. Total Supplier Convenience Fee (as defined below), which is the amount due for the reporting quarter. This fee is calculated by multiplying the quarterly Sales by 1.75%;
- f. For all Sales made under or utilizing the pricing or other terms of the Contract that have been invoiced, the Contractor shall remit a fee in the amount of one and one-three quarter percent (1.75%) of all such Sales ("Supplier Convenience Fee") to Periscope; and
- g. Such other information as the County and/or Periscope may reasonably request.

If no sales were made during the reporting quarter, then a Quarterly Sales Report shall still be submitted showing zero sales and zero Supplier Convenience Fee due.

The Contractor is responsible for initiating and submitting the Quarterly Sales Report without prompting or notification from Periscope or the County. Periscope and the County assume no responsibility for Contractor's failure to meet its sales reporting and fee remittance obligations. The County reserves the right to contact the Contractor at any time to request that the Contractor attest to the amounts reported to have been paid to them by an Alliance Member.

The County and Periscope shall have a perpetual, irrevocable, non-exclusive, royalty-free, transferable right to display, modify, copy, and otherwise use reports, data, and information provided.

4. Remittance of the Supplier Convenience Fee

- a. Every quarter, and at the same time as the submission of the Quarterly Sales Report as provided above, the Contractor shall remit the Supplier Convenience Fee via automated clearing house (ACH) transaction directly to Periscope using the Reconciler portal, or as otherwise reasonably directed by Periscope or the County, no later than thirty (30) days after the end of each calendar quarter. The calendar quarters will end September 30th, December 31st, March 31st, and June 30th each year. Periscope's or the County's receipt or acceptance of any Quarterly Sales Report and/or Supplier Convenience Fee furnished pursuant to the Contract shall not preclude Periscope or the County from challenging the validity thereof at any time. Failure to remit the Quarterly Sales Report and/or Supplier Convenience Fee in a timely and accurate manner may result in the Contractor's goods and/or services being made ineligible for purchase through the EPC Marketplace. Continued non-

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-RC-EPC-2024-010

compliance by the Contractor may result in the Contractor being found in default of the Contract. Assistance with Supplier Convenience Fee remittance is available from Periscope Customer Service by email or telephone and contact information shall be provided during the Contractor's onboarding.

5. Retention and Inspection of Records and Audit

a. The Contractor shall keep records of all sales made to an Alliance Member in sufficient detail to enable the County to determine the Supplier Convenience Fee payable by the Contractor. **The County and/or Periscope** may examine and audit, at its own expense, the Contractor's sales records and Quarterly Sales Reports for completeness and accuracy. If such examination reveals underpayment of the Supplier Convenience Fee, the Contractor shall immediately pay Periscope the deficiency amount. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the **County and/or Periscope** for the cost of the audit.

6. Empire State Procurement Alliance Cooperative Program Marketing, Training, and Performance Review

- a. Contractor agrees to work cooperatively with County and Periscope personnel. The Contractor agrees to present plans to the County for the education of the Contractor's contract administrator(s) and sales/marketing workforce regarding the Contract, including the competitive nature of the Alliance's procurements, the Contract, and the way qualifying entities can participate in the Contract.
- b. Contractor agrees to notify the County and Periscope of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of the Contract or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or orders from the Contract. Upon request of the County or Periscope, the Contractor shall provide a copy of any such provisions.

7. Contractor's Compliance and Termination of Access

- a. The Contractor hereby acknowledges and agrees that the Alliance reserves the right to remove, suspend, or bar Contractor from using the EPC Marketplace if, in the Alliance's sole discretion, the Contractor fails to strictly adhere to: (i) The Alliance's rules, regulations, and policies, as may be updated from time to time, (ii) the laws and regulations of the using Alliance Member, and (iii) the laws and regulations of the State of New York. Failure to adhere includes violations of terms of use/service, code of conduct breaches, or any actions that contravene applicable local, county, or state laws.
- b. The Alliance may take immediate action to remove, suspend, or bar Contractor if the Alliance determines that the Contractor's continued use of the Alliance poses a risk to other users, the integrity of the Alliance and/or the EPC Marketplace, or violates any applicable laws or regulations.
- c. The duration and terms of removal, suspension, or barring shall be determined by the Alliance based on the severity and frequency of the violation(s). The Alliance reserves the right to permanently bar a Contractor for repeated or severe violations.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-RC-EPC-2024-010

- d. The Contractor agrees that the Alliance's determination in these matters is final and binding.

Empire Procure Connect

1. Empire Procure Connect General Terms and Conditions

- a. The Alliance entered into a multi-year agreement with Periscope Holdings, Inc. ("Periscope"), whereby Periscope will provide electronic marketplace hosting and management services to enable an Alliance Member to access a central online website to view and/or shop the goods and services available from existing Alliance cooperative contracts. The central online website is referred to as "Empire Procure Connect."
- b. The Contractor will have visibility in Empire Procure Connect with a marketplace presence that contains the Contractor's Contract and contact information. Marketplace presence implementation is also available to the Contractor at no additional cost to provide customers with information about the Contractor's products and services in a shoppable format. At a minimum, the Contractor is required to participate in Empire Procure Connect by creating a marketplace presence in the EPC Marketplace. The Contractor can implement a catalog in the marketplace as described below.
- c. Marketplace Presence - If the Contractor does not have a product listing to create a hosted catalog or a punchout catalog, they should establish a marketplace presence by providing marketing materials and website URLs showcasing their awarded products and services. Any pricing displayed must align with the prices listed in the Contract, ensuring consistency and transparency for potential buyers.
- d. At a minimum, the Contractor agrees to the following timeline: Periscope staff shall provide a written request to the Contractor to begin the onboarding process. Contractor shall: 1) attend a vendor onboarding meeting with Periscope within thirty (30) days of the date of execution of the Contract, and 2) complete marketplace presence or catalog approval process(es) within ninety (90) calendar days of the date of execution of the Contract. Contractor shall cooperate with the County and Periscope for any other reasonable requests to ensure an accurate depiction of the Contract in the EPC Marketplace.
- e. The Contractor shall ensure that any information or marketplace appearance complies with the Contract's scope and terms and conditions. Any identified deviation from the Contract must be corrected immediately. Any information or marketplace appearance that does not comply with the Contract's scope and terms and conditions can lead to a breach of contract and be escalated to the County for review and possible action. Any changes to the Contractor's marketplace presence permitted by the Contract must be pre-approved in writing by the County.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-RC-EPC-2024-010

EPC Marketplace**1. Catalog Implementation**

- a. These terms and conditions apply whenever a catalog is implemented, either through a Periscope-hosted or Contractor-hosted catalog with Empire Procure Connect.
- b. Periscope does not have an additional charge to the Contractor for creating a marketplace catalog.
- c. These terms and conditions govern the Contractor's use of Empire Procure Connect, whether the Contractor creates a catalog through Periscope-hosted or Contractor-hosted ("punchout catalog") options. Alternatively, the Contractor may establish a marketplace presence if a hosted catalog is unsuitable for their needs.

2. The Contractor must collaborate with the County and/or Periscope as needed, including attending meetings, to establish and continuously maintain an EPC Marketplace catalog featuring products and services aligned with the contract items. The Contractor has the flexibility to select one of the available catalog options.

- a. **Hosted Catalog** – Contractor shall provide a list of its awarded products and services (including product name, descriptions, images, relevant specifications, keyword search terms, etc.) and pricing consistent with the Contract and in the electronic format provided by Periscope. The product and service list may only provide the awarded products and services at prices listed in the Contract, including quantity and other discounts. To maintain the most up-to-date version of the product and service list in compliance with Contract's terms and conditions, the Contractor must provide updated product and service pricing information via electronic format approved by Periscope at least annually but no more than four times per year or as otherwise permitted by the Contract.
- b. **Punchout Catalog** – Contractor shall "punch out" to its own online catalog, provided that its online catalog can be integrated with the EPC marketplace via Commerce eXtensible Markup Language. Contractor's punchout catalog may only provide the awarded products and services at prices listed in the Contract, including quantity and other discounts. Contractor must validate that the punchout catalog is current by providing a written update to Periscope every four (4) months (or as otherwise provided in the Contract), verifying that Contractor has audited the offered products and services and pricing

3. Any price stated by the Contractor under the Contract (including in its hosted or punchout catalog) shall be inclusive of the Supplier Convenience Fee, which the Contractor shall not reflect as a separate line item on customer quotes and invoices.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-RC-EPC-2024-010

4. The catalog implementation must be strictly limited to the Contractor's awarded contract offering (e.g., products and/or services not authorized through the resulting cooperative contract should not be viewable by Empire Procure Connect users).
5. **Revising Pricing and Product Offerings**
 - a. Any revisions to product/service offerings (new products, altered SKUs, new pricing, etc.) must be pre-approved by the County and shall be subject to any other applicable restrictions concerning the frequency or amount of such revisions as stated in the solicitation.
6. **Applicability**

The Contractor agrees that the Alliance solely controls which contracts appear in the EPC Marketplace and may elect at any time to remove any or all the Contractor's offering from the EPC Marketplace.

 - a. The County reserves the right to approve the pricing on the EPC Marketplace. This marketplace review right is solely for the benefit of the County and participating entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Contract.
 - b. County-approved price changes are only effective once implemented within the EPC Marketplace. Errors in the Contractor's submitted pricing files will delay this process.
7. **Contractor Support**
 - a. Periscope will provide contact information for implementation and support services through ongoing communications to all contractors and publicly available online resources.
8. **Minimum Requirements**

When the Contractor is providing a catalog for the EPC Marketplace, the Contractor agrees to meet the following requirements:

 - a. The catalog must contain the current County approved contract pricing, including all applicable administrative fees and/or discounts built into the pricing, as well as the most County approved up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and
 - b. The catalog must include County's contract identification number; and
 - c. The catalog must include detailed product line-item descriptions; and
 - d. The catalog must include pictures.
9. **NIGP/UNSPC Requirements:** Contractor shall support using either the National Institute of Government Procurement (NIGP) or United Nations Standard Products and Services Code (UNSPC) commodity codes. NIGP is the preferred commodity code. NIGP/UNSPC versions that must be adhered to are driven by Periscope for the contractors and are upgraded yearly. Empire State Cooperative Procurement Alliance reserves the right to migrate to future versions of the NIGP/UNSPC Commodity Codes, and the Contractor shall be required to support the migration effort. All line items, goods, or services in the resulting contract must be associated with a NIGP/UNSPC Commodity Code. All line items must be identified at the most detailed NIGP/UNSPC Commodity Code level indicated by segment, family, class, and commodity.

COUNTY OF ROCKLAND - DGS-PURCHASING
BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-RC-EPC-2024-010

REQUEST FOR COMPETITIVE OFFERS – BEST VALUE AWARD

ELECTRONIC BID SUBMISSION MANDATORY

Competitive Offers may be submitted electronically through the County's BONFIRE Solicitation Submission Portal. Please refer to the instructions titled: **Electronic Bid Submission Instructions for Suppliers**

BIDDER'S NAME: _____

PHYSICAL ADDRESS: _____

Bidders must list a physical address

MAILING ADDRESS : _____

(P.O. BOX NUMBER, IF APPLICABLE)

Competitive Offers for the above referenced solicitation number and title will be received until **3:00 PM on October 24, 2024** via electronic solicitation submission through the **BONFIRE Portal at that time** all offers will be publicly opened and read. Specifications and offer forms may be downloaded at: <https://rocklandgov/bonfirehub.com/portal> and/or www.bidnetdirect.com. Please make note that the United States Postal Service does not deliver directly to this facility, however, other overnight couriers DO deliver directly to our facility. It is recommended that offers be submitted in advance, at least one day prior to the specified date and time to allow for a timely receipt. LATE OFFERS will NOT be considered.

PRE-BID MEETING:

A virtual pre-bid meeting will be held via Microsoft Teams as detailed below. To attend please select the link on the date and time scheduled.

LINK:

DATE: **Tuesday, October 15, 2024, at 10:00 AM.**

TERMS: Two years with the option to renew for three (3) additional one-year terms.

DELIVERY: Prices are to be quoted F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED with deliveries to be made to: Throughout New York State or Regionally as defined in the Scope of Work.

IMPORTANT NOTICE – Solicitation Distribution:

The County of Rockland officially distributes solicitation documents from the Purchasing Division Office or through the BidNet Direct System. Copies of solicitation documents obtained from any other source are not considered official copies. Only those vendors who obtain solicitation documents from either the Purchasing Division Office or the Regional Bid Notification System are guaranteed to receive addendum information, if such information is issued. **Appendix A (Revised 08/2010) – General Terms and Conditions for all Purchasing Division Contracts is a separate attachment. Bidders must download, read, and acknowledge acceptance of Appendix A on the proposal page.** If you have obtained this document from a source other than the Rockland County Purchasing Division or the Empire State Regional Bid Notification System, it is recommended that you obtain an official copy.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products****RCO #: RCO-RC-EPC-2024-010**

NOTE: The Competitive Offer of each bidder must contain the certification to non-collusive bidding as set forth in section 103-d of the General Municipal Law included in the specifications. This requirement must be strictly complied with. Filing of Affidavit of Disclosure is mandatory when submitting your bid for this project.

The undersigned reserves the right to reject any and all offers and to accept any offer or offers as submitted, or as modified, which in the opinion of the undersigned will be in the best interests of the County of Rockland.

DATED: 11/4/24

COUNTY OF ROCKLAND

POMONA, NY

BY: PAUL J. BRENNAN, FNIGP, NIGP-CPP, CPPPO

DIRECTOR OF PURCHASING

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
 Technology and Hardware Solutions – Motorola
 Brand Products**

RCO #: RCO-RC-EPC-2024-010

OFFEROR'S CHECK LIST

Your response to the above referenced solicitation may be considered unresponsive and may be rejected if the following forms are not included at the time of the solicitation opening please see **Electronic Solicitation Submission Instructions for Suppliers.**

FORMS

☒ **STATEMENT OF REQUIRED DISCLOSURES, REPRESENTATIONS AND CERTIFICATIONS**

☒ **Experience / References form**

☐ **Valid NYS Worker's Compensation and Disability Certificates or Attestation of Exemption**

☒ **Signed Solicitation Acknowledgment Form**

SOLICITATION DEPOSIT

☐ **SOLICITATION SECURITY**

If required, each bid must be accompanied by a certified check made payable to the County of Rockland in the amount indicated below. In lieu of such check, the bidder may furnish a bid bond in the same amount, and having as surety thereon a surety company licensed to do business in the State of New York and approved by the County Attorney. Checks or bid bonds of all formal bidders will be returned after an award has been made.

The amount of the bid deposit required for this bid is:

☐ \$500.00 ☐ 5% of Total Bid ☒ Waived ☐ Other: _____

INSURANCE INFORMATION

☐ The County of Rockland requires a current insurance certificate, with the County of Rockland listed as additional insured, to be on file in the Purchasing Department. You will be given five (5) business days from notice of award to supply this form or the award will be rescinded.

OTHER INFORMATION/REQUIREMENTS

☒ List of Authorized Resellers if resellers are being offered as part of the bid submission.

☒ **Price Lists: Price lists to be utilized in calculating net prices based on the discounts offered, must be submitted with the bid response.**

Narrative Response Questionnaire

Any alterations to this document made by the Offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any legal remedies available to the County of Rockland.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products****RCO #: RCO-RC-EPC-2024-010****Cost Proposal Bid Tables****Federal Contract Clauses****THESE FORMS ARE UPLOADED AS SEPARATE ATTACHMENTS****BIDDER MUST DOWNLOAD THESE FORMS AND SUBMIT COMPLETED FORMS.****FORMS ARE TO BE INITIALED, SIGNED, NOTARIZED WHERE REQUIRED AND UPLOADED WITH YOUR
BID SUBMISSION****FAILURE TO COMPLY MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE AND REMOVED
FROM CONSIDERATION FOR AWARD****ALL QUESTIONS PERTAINING TO THIS SOLICITATION
MUST BE SUBMITTED IN WRITING.**

Questions are to be submitted via email to purchasing@co.rockland.ny.us. The solicitation number must appear in the subject line of the email communication.

Unless specified, all questions must be received no later than seven (7) days from the specified date and time of the closing date.

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
 Technology and Hardware Solutions – Motorola
 Brand Products**

RCO #: RCO-RC-EPC-2024-010

SCOPE OF WORK AND SPECIFICATIONS

The County of Rockland, a member of the Empire State Cooperative Procurement Alliance, is requesting proposals for Public Safety Communications Technology and Hardware Solutions – Motorola Brand Products and Services to result in a competitive contract solution for use by its Participating Entities. The Alliance's Participating Entities include hundreds of local governments, higher education, K-12 education, nonprofit, and other public agencies located in the New York State. Proposals submitted through the County's Bonfire Procurement Portal are encouraged, although hard copy responses are permitted.

Cooperative contracting offers participating entities and suppliers enhanced administrative efficiency and the benefit of collective purchasing power, leading to overall cost savings. In some cases, Rockland County collaborates with other counties and local governments to merge the purchasing volume of their members into a single solicitation and contract, thereby broadening the potential customer base for contracted suppliers.

In addition, the complexity of the contract review and award process is much simpler when working with County governments, as opposed to complex award process of New York State.

Rockland County and the Alliance are looking for equipment, products, or services that align with the general requirements outlined in this RCO and are commonly sought after or mandated by local governments, law enforcement, fire and emergency services and other local government functions.

Estimated Contract Usage: The counties of Chemung, Orange, Rockland and Ulster spent in excess of \$5.5 million dollars on Motorola products and services over the prior 12 month period. It is estimated that \$30 million to \$40 million dollars may be spent by local governments in New York on Motorola products and services on an annual basis.

A Manufacturer may respond to this solicitation directly or authorized resellers may respond to the solicitation by region. A Manufacturer that responds directly may utilize Resellers to sell Equipment, and, if applicable, provide Services. A listing of the authorized Resellers must be submitted with the manufacturer's bid response and Resellers must be eligible to quote regionally or statewide, independently and lower than Manufacturer (Contract) pricing for procurements under resulting Contracts. Resellers must also be able to accept orders, invoice and receive payment.

SCOPE:

This RCO is for a solutions-based contract; meaning that Rockland County and the Alliance are seeking Motorola brand equipment, products, or services that meet the general requirements of the scope of this solicitation.

Any alterations to this document made by the Offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any legal remedies available to the County of Rockland.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-RC-EPC-2024-010

Offerors are expected to provide a broad range of Motorola brand equipment, products, or services at reduced prices and with greater value compared to what they would typically offer to an individual government entity, school district, or regional cooperative. Offerors are expected to provide pricing as good, or better than state contract pricing and national cooperative pricing.

Rockland County and the Alliance are seeking proposals for Public Safety Communications Technology and Hardware Solutions – Motorola Brand, including communications technology and hardware designed or primarily intended for use by law enforcement, fire/rescue, EMS, and emergency management agencies and personnel.

PRICING:

The County is requesting Percentage Discount (Off List Price) for the following product categories and as set forth in Bid Tables included in the solicitation documents on the County's Bonfire portal. All Net Prices include all applicable shipping, handling, insurance, and associated delivery charges (F.O.B. Destination the dock/delivery location of the Authorized User/Participating Entity). All Service rates include travel time and costs associated with accessing the site of the Equipment to be serviced.

Price Lists: Price lists must be provided as part of the Offeror's bid submission. The List Price/MSRP Price List that will be used to calculate net prices must be submitted with each Offeror's bid. The Price List submitted with the Offer's bid will stay in effect for a minimum of six months. Revisions to the submitted price list or newly published price lists may be submitted to Rockland County 60 days in advance of the requested effective date for review and approval.

A Price Adjustment request must be made in writing and include the reason for the request, documentation supporting the request (i.e., commodity increases), the current pricing, and the requested revised pricing.

The County will review the Price Adjustment request. If the Price Adjustment is deemed reasonable the Price Adjustment request will be accepted by written acknowledgement. If the request is not accepted the County may entirely reject the request or may counter with revised pricing. In either case the County will provide a written explanation in support of the decision.

The Director of Purchasing may use available indexes (e.g., CPI or PPI) to determine if the requested Price Adjustment is reasonable. Typically, a Price Adjustment that exceeds 5% will not be approved unless very unusual and significant changes have occurred in the industry.

In the event industry costs decline, the County shall have the right to receive, from the Contractor, a reasonable reduction in prices/pricing that reflect such cost changes in the industry. The County will

Any alterations to this document made by the Offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any legal remedies available to the County of Rockland.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-RC-EPC-2024-010

make a written request to the Contractor for a Price Adjustment in writing with supporting documentation.

Discounts: Pricing offered for Equipment is a Percent (%) Discount from List Price/MSRP. Pricing offered for Services is either a Total Hourly Rate or a Percent (%) Markup Over the Prevailing Wage Rate and Supplemental Benefits, depending on the nature of the Installation, Integration, and/or Maintenance being performed. The discounts offered are considered minimum discounts that must be offered under the resulting contract. Authorized Users/Participating Entities may negotiate additional discounts on a per order basis.

Volume Discounts: Volume discounts may be negotiated by the Authorized User/Participating Entity and applied per Purchase Order. Volume discounts shall be defined and applied as follows:

A. Purchase Order volume discounts shall be additional discounts applied to individual Purchase Orders over a specified dollar amount.

B. Cumulative agency volume discounts shall be additional discounts applied to all future orders made by an individual ordering entity once an established volume has been met by that entity.

Reseller Utilization: A Manufacturer may respond to this solicitation directly or allow authorized resellers to respond to the solicitation by region. A Manufacturer that responds directly may utilize Resellers to sell Equipment, and, if applicable, provide Services. A listing of the authorized Resellers must be submitted with the bid response and Resellers must be eligible to quote regionally or statewide, independently and lower than Manufacturer (Contract) pricing for procurements under resulting Contracts. Resellers must also be able to accept orders, invoice and receive payment.

Use of Federal Funds: Purchases made under this contract may be funded in whole or in part with federal funds. Therefore, the following provisions will apply as required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the Uniform Guidance (2 CFR Part 200). The contractor must comply with all federal laws, regulations, and the specific terms and conditions related to the use of federal funds. This includes but is not limited to the following:

1. **Equal Employment Opportunity:** The contractor must comply with Executive Order 11246, as amended by Executive Order 11375, and all regulations issued by the Secretary of Labor (41 CFR Part 60), prohibiting employment discrimination.
2. **Davis-Bacon Act:** For contracts subject to the Davis-Bacon Act, the contractor agrees to pay prevailing wages to laborers and mechanics as determined by the U.S. Department of Labor. The Prevailing Wage requirement does not apply to Motorola Employees on this project. All work requiring prevailing wage will be completed by compliant subcontractors.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products****RCO #: RCO-RC-EPC-2024-010**

3. **Contract Work Hours and Safety Standards Act:** The contractor must comply with this Act, which governs the hours and safety standards for labor on federally funded contracts over \$100,000.
4. **Rights to Inventions Made Under a Contract or Agreement:** If the contract involves experimental, developmental, or research work funded by federal dollars, the contractor must comply with the provisions of 37 CFR Part 401.
5. **Clean Air Act and Federal Water Pollution Control Act:** For contracts exceeding \$150,000, the contractor must comply with all applicable standards, orders, or regulations issued under these Acts.
6. **Debarment and Suspension:** Contractors are prohibited from awarding contracts to any party listed on the General Services Administration's (GSA) System for Award Management (SAM) as debarred, suspended, or otherwise excluded from participation in federal programs.
7. **Byrd Anti-Lobbying Amendment:** Contractors who apply or bid for an award exceeding \$100,000 must file the required certification that they will not use federal funds to influence or attempt to influence any government official or employee in connection with obtaining any federal contract or award.
8. **Procurement of Recovered Materials:** The contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires that items designated by the Environmental Protection Agency (EPA) be made from recovered materials.

The contractor is responsible for completing and submitting the **Federal Contract Clauses** included in this solicitation with their Offer and ensuring that these and any other applicable federal contract clauses are included in any subcontracts and are adhered to throughout the performance of the contract. Failure to comply with these federal requirements may result in termination of the contract and other penalties as prescribed by law.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products****RCO #: RCO-RC-EPC-2024-010****Requested Motorola Product Categories:****PUBLIC SAFETY PRODUCTS & SERVICES****• Infrastructure**

- Fire Station Alerting Hardware
- Fire Station Alerting Software
- Radio Base Station Hardware
- Radio Base Station Software
- Master Site Astro Hardware
- Master Site Astro Software
- Transport Hardware
- Moscad Hardware & Software
- Interoperability Solutions
- Paging Hardware & Software
- Alarm & Control Systems
- Vehicular Repeaters
- Future Infrastructure Hardware & Software released after date of contract award.

• Subscribers

- All APX Portable Radio Subscriber Devices
- All APX N Portable Radio Subscriber Devices
- All APX Mobile Radio Subscriber Devices
- All APX Desktop Radio Subscriber Devices
- Flashpoint Software
- Future Mobile and Portable Subscriber Devices released after date of contract award.
- Standalone Subscriber Accessories
- Bundled Subscriber Accessories with Subscriber Devices

• Private LTE

- LTE Hardware and Software
- Broadband Devices
- NITRO Hardware & Software
- NITRO Services

• Consoles

- Console Hardware & Software
- Console Accessories
- Console Service

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products****RCO #: RCO-RC-EPC-2024-010**

- **Avigilon Software & Hardware (Motorola Solutions Inc. will not install Avigilon products under this agreement, only selling them. Any such work for installation shall be flowed down to an appropriate subcontractor with the proper licensure.**
- **Drop Ship Products**
 - Backhaul (Microwave, MPLS, etc.
 - Distributed Antenna Systems
 - Site Equipment
 - Buildings & Towers
 - Antenna & Line
 - Test Equipment
 - Computers & Accessories
 - Time & Frequency Systems
 - Wireless Modems
- **System Integration and Support Services**
 - ASTRO Maintenance Support Services
 - ASTRO Upgrade Support Services
 - Motorola Shop Services
 - Motorola Engineering Services
 - Motorola Subscriber Services
 - Motorola Project Management Services
 - Motorola Engineering Services
 - Site Development Services
 - 3rd Party Services
 - Motorola Security Services
 - Encryption Hardware & Software
 - Moto Locator Hardware
 - Moto Locator Software
 - Critical Connect Hardware
 - Critical Connect Software
- **P25 System Subscriptions**
 - Cirrus Subscription
 - AXS Subscription
 - Asset Management Service
 - APX Next Application Subscription
- **Miscellaneous**

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-RC-EPC-2024-010

- Any non-catalog equipment
- Any non-catalog integrated software
- Any non-catalog service

PROFESSIONAL & COMMERCIAL PRODUCTS AND SERVICES

- **MOTOTRBO Commercial Radios**
- **MOTOTRBO Professional Radios**
- **Battery/Accessory Portfolio**
 - Motorola Batteries
 - Motorola Accessories
- **MOTOTRBO Digital Infrastructure**
- **Dispatch Console**
 - AVTEC Dispatch Console
- **Body-Worn Camera**
 - VB400/440
- **System Integration and Support Install**
- **PTT Subscription Services**

HOURLY LABOR RATES NON-PREVAILING WAGE JOB TITLES

(Hourly, Overtime, Saturday and Sunday)

- Two-Way Radio System – In Vehicle Installation
- Two-Way Radio System – In Vehicle Integration and Maintenance
- Project/Program Manager
- CAD Specialist
- Designer
- Offsite Integration and Maintenance Technical
- Trainer

PERCENTAGE MARKUP ON APPLICABLE PREVAILING WAGE JOB TITLES

- Electrician/Electrical Installer (Onsite)
- Two-Way Radio System Technician-Integration and Maintenance (Onsite)

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-RC-EPC-2024-010

****Note:** These job titles are provided for evaluation purposes only. Specific Projects will require the determination of the appropriate prevailing wage job classifications. Authorized Users/Participating Agencies are required to order a Prevailing Wage Schedule for projects that require prevailing wages.

Award: The County's intent is to award this solicitation as:

- ☒ A statewide contract award to a single supplier; or
- ☒ Regional awards based on the regions listed below:

Region	Area	Counties
Region 1	Long Island	Nassau, Suffolk
Region 2	New York City	Bronx, Kings (Brooklyn), New York, Queens, Richmond (Staten Island)
Region 3	Hudson Valley East	Dutchess, Putnam, Westchester
Region 4	Hudson Valley West	Rockland, Orange, Ulster, Sullivan
Region 2	Albany/Capital	Albany, Columbia, Delaware, Fulton, Greene, Montgomery, Otsego, Rensselaer, Schenectady, Schoharie
Region 6	Adirondack	Clinton, Essex, Franklin, Hamilton, Saratoga, Warren, Washington
Region 6	Syracuse	Cayuga, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence
Region 8	Finger Lakes	Broome, Chemung, Chenango, Cortland, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Yates
Region 6	Buffalo	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming
Statewide	All Areas	All Counties

The County reserves the right to award this solicitation in the manner that is in the best interest of the County.

Insurance Requirements: NOTICE: Insurance requirements for specific purchases may vary depending on the products/services being purchased. It is the responsibility of the Authorized User/Participating Agency to obtain proof of insurance coverage from the supplier, that is required by their entity. Please refer to the Insurance Coverage Matrix included in this solicitation that identifies examples of insurance coverage that may be required. Authorized Users/Participating Entities should obtain insurance certificates from the supplier for their required coverages and limits.

Any alterations to this document made by the Offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any legal remedies available to the County of Rockland.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-EPC-2024-010

OFFER RESPONSE FORMAT

All Offers must include:

- **Executive Summary** - The one or two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary.
- **Cost Proposal Offer/Bid Tables**- (Upload as separate attachment) Please enumerate all costs on the attached Bid Tables. Bid Tables are to be uploaded as a separate attachment to your RCO response. Bid Tables must be downloaded from the Bonfire Portal. Please refer to the separate instructions titled: Proposal Submittal Procedures for instructions on submitting your proposal electronically. Inclusion of any cost or pricing data within the technical proposal may result in your proposal being judged as non-responsive.
- **Detailed Response** - Detailed Response. This section must constitute the major portion of the proposal and must contain at least the following information:
 - Narrative Response Questions provided as part of this solicitation must be answered in the order provided as part of the Detailed Response.
 - Specifically accept the Empire Procure Connect Terms and Conditions and the Supplier Convenience Fee
 - Past and Present Performance Information Form for a minimum of three references.
- **Value-Added Considerations** - Offeror may include any relevant services or products that will be provided to the County which are not specifically priced in their proposal; but which enhance the Offeror's proposal.
- **Required Forms** - Uploaded Separately on BonFire. The Statement of Required Disclosures, Representations and Certifications shall be completed and uploaded as separate pdf. file on the Bonfire Portal and includes:
 - a. Affidavit of non-collusion
 - b. Affidavit of Disclosure of Political Contributions
 - c. Certification Regarding Affirmative Action Plan
 - d. Business Dealings in Northern Ireland
 - e. Past and Present Performance Information Form for a minimum of three references
 - f. Disclosure of Supplier Responsibility Statement
 - g. Supplier Information Page
 - h. Certification Regarding Boycott, Divest and Sanctions (BDS) activities
 - i. Federal Contract Clauses

Any alterations to this document made by the Offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any legal remedies available to the County of Rockland.

COUNTY OF ROCKLAND - DGS-PURCHASING
BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-EPC-2024-010

Narrative Response Questions

1. Company Background and Experience

- How long has your company been providing Motorola-branded public safety communication solutions?
- Can you provide examples of similar projects where you've supplied Motorola-branded technology and hardware to public safety agencies through a cooperative contract?
- What is your company's experience with integrating Motorola solutions into existing public safety communication networks?

2. Product and Solution Offering

- **Specifically state if your Offer is a Statewide Pricing Offer or if you are submitting pricing for specific Regions as identified in this solicitation. If submitting pricing for certain Regions only, you must specifically state which Regions your pricing is for.**
- Provide a detailed list of Motorola-branded hardware and technology solutions your company offers, including radios, repeaters, dispatch consoles, and any other communication infrastructure products?
- How do your proposed solutions meet the specific public safety communication needs of local governments in New York State (e.g., interoperability, reliability, and coverage)?
- Are there any features in the Motorola products you are offering that provide unique advantages for emergency responders (e.g., ruggedness, advanced encryption, or ease of use)?

3. Technical Specifications and Compliance

- How do the proposed Motorola-branded products comply with federal and state public safety communication standards (e.g., P25 compliance)?

4. Support and Maintenance

- What is your approach to providing ongoing technical support, service, and warranty for Motorola-branded products?
- Do you offer 24/7 support for critical public safety communications infrastructure? Please describe your support model.
- How do you handle software and firmware updates for Motorola-branded technology?

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products****RCO #: RCO-EPC-2024-010****5. Implementation and Training**

- What is your proposed timeline for delivery, installation, and testing of Motorola-branded products?
- How will you work with authorized user/participating entity staff to ensure seamless integration of your solution into their existing communications systems?
- Can you provide details on the training program you offer for Motorola-branded products, including user and technical support staff training?

6. Innovation and Futureproofing

- How does your company account for future technology advancements or changes in public safety communication needs?
- What Motorola-branded products or solutions do you foresee being important for the future of public safety communications, and how does your offering align with those trends?

REQUEST FOR COMPETITIVE OFFERS – BEST VALUE AWARD PROCEDURES

All purchase contracts of the County of Rockland to be awarded by Best Value shall be awarded by a Request for Competitive Offers. For this purpose, the term "purchase contract" includes contracts for commodities, materials, supplies, equipment and service work, but excludes contracts necessary for the completion of a public works contract covered by the prevailing wage provisions of article 8 of the Labor Law, such as for building construction.

If Minority and Women-owned Business Enterprise ("MWBE"), Small Business or Non-Profit status requirements are of a concern to the County regarding procurement; or if the funding source (Federal or State) prefers the Best Value Award methodology; the Best Value award methodology may be used.

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
 Technology and Hardware Solutions – Motorola
 Brand Products**

RCO #: RCO-EPC-2024-010

EVALUATION CRITERIA FOR THIS SOLICITATION

Criteria	Points
Cost Offer – Offers will be evaluated based on overall pricing structure, including discounts on Motorola-branded products and services, hourly rates for services, volume discount offers, and any cost saving initiatives proposed.	400
Detailed Response – Completed Questionnaire. Offeror's products compliance to P25 standards and support for interoperable radio systems.	300
MWBE Participation – Is the bidder a NYS Certified MWBE or does the bidder have Resellers that are NYS Certified MWBEs	300
Executive Summary demonstrates a clear understanding of the solicitation requirements, and that the Offeror can provide a well-structured response.	300
Value-Added Considerations – Offer provides extra value beyond the core requirements of the solicitation.	50
Total available points	1000

COST BENEFIT ANALYSIS REQUIRED

The decision to award a contract on the basis of best value must be based on objective and quantifiable analysis. such as a cost-benefit analysis, whenever possible. In evaluating and determining to accept a higher priced offer, the Purchasing Division and County Department shall use a cost-benefit analysis to show quantifiable value or savings from non-price factors that offset the price differential of the lower price offers.

AWARD

The submission of a Offer implies the Offeror's acceptance of the evaluation criteria and Offeror's acknowledgment that subjective judgments must be made by the evaluation committee. Award of any contract shall be made to the responsible Offeror, whose Offer is determined to provide the Best Value to the County.

Award(s) may be made to the highest scoring Offeror(s) resulting from the evaluation procedure described above.

The County reserves the right to: accept other than the lowest priced offer, waive any informality, or reject any or all bids, with or without advertising for new bids, if in the best interest of the County.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-EPC-2024-010

Electronic Offer Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
RCO - Motorola Equipment (BT-46LV)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.
Hourly Rate for Non- Prevailing Wage Work (BT-89GQ)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the

Any alterations to this document made by the Offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any legal remedies available to the County of Rockland.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-EPC-2024-010

Name	Type	# Files	Requirement	Instructions
				project listing on the Bonfire portal.
Executive Summary	File Type: PDF (.pdf)	Multiple	Required	
Detailed Response	File Type: PDF (.pdf)	Multiple	Required	
Value Added Considerations (if any)	File Type: PDF (.pdf)	Multiple	Optional	
Required Forms - Statement of Required Disclosures	File Type: PDF (.pdf)	Multiple	Required	
Federal Contract Clauses	File Type: PDF (.pdf)	Multiple	Required	

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested BidTables:

The BidTable Response Templates can be obtained at
<https://rocklandgov.bonfirehub.com/opportunities/155580>.

Any alterations to this document made by the Offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any legal remedies available to the County of Rockland.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products****RCO #: RCO-EPC-2024-010**

Please note that BidTables may take a significant amount of time to prepare.

2. Upload your submission at:

<https://rocklandgov.bonfirehub.com/opportunities/155580>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Oct 24, 2024 3:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Rockland County uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-EPC-2024-010**RECEIPT CONFIRMATION FORM**

**PLEASE COMPLETE AND RETURN THIS CONFIRMATION FORM WITHIN 5
WORKING DAYS OF RECEIVING BID PACKAGE TO:**

PAUL J. BRENNAN, FNIGP, NIGP-CPP, CPPO
Director of Purchasing, Department of General Services
County of Rockland
Sanatorium Road, Bldg. A, Pomona, NY 10970
Tele. (845) 364-3820 Fax: (845) 364-3809 Email: Purchasing@co.rockland.ny.us

Failure to return this form may result in no further communication or addenda regarding this Bid.

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Phone Number: _____ EXT: _____ Fax Number: _____

Email: _____

I have received a copy of the above noted BID.

☐

We will be submitting a Bid

☐

We will NOT be submitting a Bid – (please indicate reason)

Signature: _____

Title: _____

If a bidders meeting has been arranged for this Bid, please indicate if you plan to attend: Yes / No

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-EPC-2024-010

PURCHASES BY OTHER**LOCAL GOVERNMENTS, SCHOOL DISTRICTS, AND NON-PROFIT AGENCIES**

As per the New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s). As per Rockland County Procurement Policy, Non-Profit Agencies approved to participate in New York State's Contract Extension Program are authorized to make purchases through the resulting contract(s).

1. The County of Rockland shall make all contract award information available to other political subdivisions and non-profit agencies through the **Empire Procure Connect Marketplace**.
2. Any other political subdivision or Rockland County non-profit agency will issue purchase orders directly to vendors within the specified contract period referencing the County's contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.
3. All purchases shall be subject to audit and inspection by the other political subdivisions and Rockland County non-profit agencies for which the purchase was made.
4. No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
5. All Bidders shall be on notice that as a condition of the award of a County contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State and Rockland County non-profit agencies authorized to use New York State's contracts, if called upon to do so. A listing of approved Rockland County non-profit agencies is available on the Purchasing Division's website at www.rcpurchasing.com. The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
6. Necessary deviations from the County's specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points shall be resolved between the successful bidder and the other political subdivisions and Rockland County non-profit agencies.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-EPC-2024-010

INSURANCE: THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES

INDEPENDENT CONTRACTOR: The CORPORATION / CONTRACTOR/ AGENCY / CONSULTANT, is an independent contractor and covenants and agrees that it, its agents, servants and/or employees, will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of the COUNTY, and that it, its agents and employees will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security Coverage or retirement membership or credit.

GENERAL LIABILITY: Prior to commencing work, the CONTRACTOR or CONSULTANT must, at its/his/her own cost and expense, procure and maintain insurance to cover his/her/its work, services, employees, agents and servants under the terms of the contract or purchase order which must include, but not be limited to the coverage that is selected on the attached matrix. Insurance must be obtained from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Upon failure to furnish, deliver and maintain such insurance, the agreement, contract award or purchase order may be declared suspended, discontinued or terminated or canceled. If at any time any of the policies required herein must be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy must be or become unsatisfactory to the County, the CONTRACTOR OR CONSULTANT must upon notice to that effect from the County, promptly obtain a new policy and submit same with a certificate for approval by the County.

Forced Placed Insurance. If Contractor or Consultant does NOT provide the County of Rockland with evidence of the insurance coverage required by this Agreement, the County may terminate this Agreement.

The Commercial General Liability, Automobile Liability, and Workers Compensation policies will be endorsed to provide a thirty (30) day notice of cancellation to the County.

In relation to purchases that are not a result of a County Bid, RFP or Contract; Vendors who cannot provide the coverage limits on the attached matrix may provide the County with an ACORD Certificate detailing the coverage limits they currently have in place and the County will review such certificates on a case-by-case basis to determine if sufficient coverage is in place in relation to the perceived risks associated with the proposed purchase.

COVERAGES – (SEE ATTACHED MATRIX)

An ACORD Certificate of Insurance will confirm that the required policies have been issued to the named insured; for the policy period indicated. The ACORD Certificate is to be provided to the County of Rockland within five (5) business days of notice of contract award or of notice of intent to issue a Purchase Order.

All Certificates of Insurance must be updated at least annually to remain valid.

The ACORD Certificate of Insurance must contain a Description of Operations and include the County as an additional insured.. The Contract Number and/or Purchase Order Number and the name of the department requiring the insurance should be stated under the description. The description must also contain a statement to the effect that "The following are included as Additional Insured's under General Liability and (if required) Automobile Liability, on a primary basis: ***The County of Rockland, its employees, elected officials and affiliated municipal entities.***

WORKERS COMPENSATION REQUIREMENTS UNDER WORKERS' COMPENSATION LAW §57: The Vendor must procure, pay for, and maintain during the entire term of the contract such insurance as will protect the vendor from claims under worker's compensation acts. Vendors must provide copies of the required certificate to the County of Rockland within five (5) business days of notice of contract award or of notice of intent to issue a Purchase Order.

Any alterations to this document made by the Offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any legal remedies available to the County of Rockland.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-EPC-2024-010

To comply with coverage provisions of the Workers' Compensation Law ("WCL"), businesses must:

- A. Be legally exempt from obtaining workers' compensation insurance coverage; or
- B. Obtain such coverage from insurance carriers; or
- C. Be a Board-approved self-insured employer or participate in an authorized group self-insurance plan.

The Contractor must prove that they are in compliance with §57 of the Workers Compensation Law (WCL) by providing ONE of the following forms indicating that they are:

- **Insured Form C-105.2 or U-26.3** – (All private insurance carriers and their licensed insurance agents are authorized to use the Form C-105.2 as their Certificate of NYS Worker's Comp Insurance. The State Insurance Fund uses the U-26.3 form as its Certificate of Workers Compensation Insurance). Upon obtaining a permit, license or contract from a government agency Employers must obtain this form from their private insurance carrier. Bureau of Compliance. Carriers and their licensed agents may contact the Board's Bureau of Compliance to obtain this form.
- **Self-Insured Form SI-12** – Certificate of Worker's Compensation Self-Insurance or Form GSI-105.2 Certificate of Participation in Worker's Compensation Group Self-Insurance). Upon obtaining a permit, license or contract from a government agency. Board-approved self-insurers must obtain this form from Board's Self-Insurance Office.
- **Exempt Form CE-200** – Certificate of Attestation of Exemption from NYS Worker's Compensation Insurance) (Effective 12/1/08) Applicants for permits, licenses or contracts from State, county or municipal agencies in New York State that are not required to carry NYS workers' compensation and/or disability benefits insurance coverage. These exemption forms can ONLY be used to attest to a government entity that an applicant requesting a permit, license or contract from that government entity is not required to carry NYS workers' compensation and/or disability benefits insurance.

The Vendor will send the appropriate forms to the Purchasing Division within five (5) business days of notification of contract award. All correspondence must contain the Solicitation Number and Title.

DISABILITY BENEFITS REQUIREMENTS UNDER WORKERS' COMPENSATION LAW §220(3):

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- A. Be legally exempt from obtaining disability benefits insurance coverage; or
- B. Obtain such coverage from insurance carriers; or
- C. Be a Board-approved self-insured employer.

The Vendor must prove that they are in compliance with Section 220(3) of the Workers Compensation Law (WCL) by providing ONE of the following forms indicating that they are:

- **Insured Form DB-120.1** – Certificate of Disability Benefits Insurance (the businesses insurance carrier will send this form to the County upon request.
- **Self-Insured Form DB-155** – Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).
- **Exempt Form CE-200** – Certificate of Attestation of Exemption from NYS Worker's Compensation and/or Disability Benefits Coverage.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-EPC-2024-010

The Vendor will send the appropriate forms to the Purchasing Division within five (5) business days of notification of contract award. All correspondence must contain the Solicitation Number and Title.

Please note that ACORD forms are NOT acceptable proof of New York State Workers Compensation or Disability benefits insurance coverage.

NY State Department of Labor requirements for Workmen's Compensation and Disability forms. Online address: <http://www.wcb.ny.gov>

EMPLOYERS LIABILITY Employer Liability with limits of \$1,000,000 per accident, disease, and policy limit.

GENERAL LIABILITY *policies of the Contractor or Consultant must be endorsed to contain the following clauses:*

(a) Insurers must have no right to recovery or subrogation against the County of Rockland (including its employees and other agents and agencies), must protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Rockland is named as an insured, must not apply to the County of Rockland.

All contractual insurance requirements in any contract between the Contractor or Consultant and the County must contain the following clauses:

(a) The insurance companies issuing the policy or policies must have no recourse against the County of Rockland (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(b) Any and all deductibles in the above-described insurance policies must be assumed by and be for the account of, and at the sole risk of, the Contractor or Consultant.

The Commercial Liability and Automobile Liability and Workers Compensation policies of the Contractor or Consultant must include:

- a) **The Commercial General Liability and Automobile Liability policies include ISO separation of insureds clause or equivalent.**
- b) **Contractor waives all rights against the County and its agents, officers, directors, and employees for recovery damages to the extent these damages are covered by the commercial general liability, automobile liability or workers' compensation insurance maintained pursuant to this agreement.**
- c) **Any and all deductibles in the above described insurance policies are the responsibility of the contractor.**

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
 Technology and Hardware Solutions – Motorola
 Brand Products**

RCO #: RCO-EPC-2024-010

	VENDOR CLASSIFICATION CHECK APPROPRIATE BOX (cont'd on next page)	Commodities Delivered by Vendor <input type="checkbox"/>	Commodities Delivered by Common Carrier <input checked="" type="checkbox"/>	Purchase or Lease of Equipment and/or Maintenance and repair of equipment <input checked="" type="checkbox"/>	Lease / Use of Facilities or Ground / Prop to Others W/out Liquor <input type="checkbox"/>	Lease / Use of Facilities or Ground for Filming <input type="checkbox"/>	Maintenance & Repair of Buildings & Property <input type="checkbox"/>
	Type of Insurance						
A	Commercial General Liability (CGL) Each Occurrence						(1)
	General Liability	\$1,000,000	\$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Personal & Adv Injury	\$1,000,000	\$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Med. Expense Any One Person	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	Damage to Rented Premises	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
	General Aggregate	\$2,000,000	\$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Products-Comp / Op Aggregate	\$2,000,000	\$2,000,000	\$1,000,000	\$1,000,000	\$2,000,000	\$1,000,000
B	Auto Liability – Incl BI and PD (AL)			(2)	(2)	(2)	(2)
	Combined Single Limit per accident						
	Any Auto	\$2,000,000		\$2,000,000		\$2,000,000	\$1,000,000
	Or						
	All Owned	\$1,000,000		\$1,000,000		\$1,000,000	\$1,000,000
	All Hired	\$1,000,000		\$2,000,000		\$1,000,000	\$1,000,000
	All Non-Owned	\$1,000,000		\$1,000,000		\$1,000,000	\$1,000,000
C	Excess / Umbrella Liability						
	Each Occurrence	XXXXX	XXXXX	\$1,000,000	\$1,000,000	\$10,000,000	\$5,000,000
	Aggregate	XXXXX	XXXXX	\$1,000,000	\$1,000,000	\$10,000,000	\$1,000,000
D	Workers Compensation and Employers Liability	(3)	(3)	(3)	(2)	(3)	(3)
	Each Employee	Statutory	Statutory	\$2,000,000	Statutory	Statutory	Statutory
	Each Accident	Statutory	Statutory	\$1,000,000	Statutory	Statutory	Statutory
E	Disability Benefits	(3)	(3)	(3)	(3)	(3)	(3)
	Each Employee	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
F	Other-Professional Liability or errors and Omissions or Malpractice						
	Per Claim						
Opt	Owners and Contractors Protection					(3)	
	Each Occurrence						
	Aggregate						
	3rd Party Property Damage					\$1,000,000	
*	All Other Insurance as Required by Law					(3)	
	Rockland County to be included as Additional Insured on these coverage's	GL-AL		GL-AL	GL-AL- EXCESS	GL-AL- EXCESS	GL-AL- EXCESS

Cont'd on next page

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products****RCO #: RCO-EPC-2024-010**

(1) The per occurrence and Aggregate limits for specified coverage should apply on a.

(2) Automobile Liability Coverage is required IF an automobile is used in the execution of their contract. A vendor using a third party for shipment or transport does not require Automobile Liability Insurance.

(3) An ACORD form is NOT acceptable proof of NYS Workers Compensation (WC) or Disability Benefits (DBL) Insurance coverage. For WC, secure form C-105.2 or. For DBL, secure form DB.120.

Workers Compensation/Employers Liability, and NYS Disability are not required of: a) a business that is owned by one individual, is not a corporation, and does not have any other employees, b) a self-employed individual, c) an out of state employer with no NYS employees. IN EACH CASE, the employer must file Form CE-200, Certificate of Attestation of Exemption, with the NYS Workers Compensation Board certifying that they are not required to obtain NYS specific Workers Compensation Insurance or NYS statutory Disability Benefits.

SAMPLE ACORD CERTIFICATES: Sample ACORD Certificates detailing the required insurance coverage are included in each Invitation to Bid or Request for Proposal. These are provided as for informational purposes only to County Vendors and their Insurance Brokers to assist you in obtaining the correct insurance required for County contracts. Please note that the attached certificates reflect the standard types and limits of insurance the County requires most often. The requirements of each proposal may differ in which case the proposal's specific requirements must prevail. Please review the insurance requirements of your proposal carefully with your broker.

Exceptions: The limits shown in the matrix and samples will generally be required for service providers involved in low-risk activities. Higher limits may be required for service providers performing potentially high-risk activities.

NOTICE: Insurance requirements for specific purchases may vary depending on the products/services being purchased. It is the responsibility of the Authorized User/Participating Agency to obtain proof of insurance coverage and limits from the supplier, that is required by their entity.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products****RCO #: RCO-EPC-2024-010****INFORMATION TO BIDDERS****OBLIGATION OF BIDDERS**

A Contractor must not plead misunderstanding or deception because of estimates of quantities, character, location, or other conditions surrounding the same. Permission will not be given to withdraw, or modify, or explain any proposal or bid after it has been opened.

The proposal must specify the costs, in the manner hereafter described for which the items will be supplied according to the specifications, together with a unit price for each of the separate items as called for. Any proposal must be deemed informal which does not contain prices set opposite to each of the several items for which there is a quantity exhibited in the itemized proposal.

AWARD OF CONTRACT

Award of contract will be made to the responsible qualified bidder whose proposal complies with all of the provisions required to render it formal and provides the Best Value to the County based on the evaluation criteria included in the solicitation. The County or the Director of Purchasing reserves the right to waive any informality or to reject any or all proposals and may advertise for new proposals, if the best interest of the county will be served. The County or the Director of Purchasing may require any or all bidders to present evidence of experience, ability and financial standing as well as a statement as to the equipment which the bidder will have available for the executing of this contract. The county reserves the right to award this contract either on an item-by-item basis or as a total award of all items in combination.

The Director of Purchasing reserves the right to reject a materially or mathematically unbalanced bid or to make "NO AWARD" on individual listings or sub-items if individual bid prices are deemed to be unbalanced or excessive or if an error in the solicitation becomes evident. In such case, ranking and evaluation of bids may be made on remaining items. Award may be made on the remaining items. The acceptance or rejection of an unbalanced bid must be at the sole discretion of the County.

INSURANCE & BONDS

The bidder whose proposal is accepted will be required to furnish bonds and evidence of insurance within five days from date of Notice of Award. In case of failure or refusal on the part of the bidder to furnish bonds, if required, within the set period, the amount of deposit may be forfeited to the county and the contract may be awarded to the next lowest responsible bidder. Upon the notification of award and approval of the bond, the deposit will be returned to the proposer. The deposit of persons other than the one to whom award is made will be returned to the person or persons making the proposal immediately after the contract and bonds have been executed.

NONRESTRICTIVE USE OF BRAND NAME OR EQUAL SPECIFICATIONS

The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition.

FORM OF PROPOSAL

All proposals must be made upon forms furnished by the Director of Purchasing of the County of Rockland and must be contained in sealed envelopes addressed to PAUL J. BRENNAN, CPPO, Director of Purchasing, County of Rockland, DGS - Purchasing, Bldg. A, 6th Floor, 50 Sanatorium Road, Pomona, NY 10970. Form of proposal as issued by the county must be completely filled in, in ink or typing. No bid will be accepted which contains any changes, additions, omissions or erasures.

EXPERIENCE

Bidder must submit with the proposal a Certificate of Experience for the past three (3) years. Certificate of Experience is included in these documents, if applicable.

Any alterations to this document made by the Offeror may be grounds for rejection of the proposal, cancellation of any subsequent award, or any legal remedies available to the County of Rockland.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products****RCO #: RCO-EPC-2024-010****INFORMATION TO BIDDERS cont'd****EXCULPATORY CLAUSE**

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the County or any of its representatives and agrees that any such claim must be fully compensated for by an extension of time to complete performance of the work as provided herein.

AMERICANS WITH DISABILITIES

"The County of Rockland is committed to full compliance with the Americans with Disabilities Act. To that end, the County is committed to creating an accessible environment for all. To request accommodations that you may require, please call Ann Marie Curley at (845) 364-3820. Please request these accommodations four (4) business days in advance so that we can seek to meet your needs."

NOTICE TO BIDDER**APPENDIX A**

Appendix A, General Terms and Conditions for Department of General Services Purchasing Division Contracts, a **separate attachment to this solicitation**, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. **Please retain this document for future reference.**

Bidders must download, read, and acknowledge acceptance of Appendix A on the proposal page.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**TITLE: Public Safety Communications
Technology and Hardware Solutions – Motorola
Brand Products**

RCO #: RCO-EPC-2024-010**VENDORS NAME:** _____**NON-BIDDER'S RESPONSE**

For the purpose of facilitating your firm's response to our invitation to bid, the County of Rockland is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are **not** responding to this "Invitation to Bid" for the following reason(s):

_____ Items or materials requested not manufactured by us or not available to our company.

_____ Our items and/or materials do not meet specifications.

_____ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

_____ Quantities too Small.

_____ Insufficient time allowed for preparation of bid.

_____ Incorrect address used. Our correct mailing address is: _____

_____ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is:

_____ **OTHER:** _____

Thank you for your participation in this bid.



APPENDIX A

GENERAL TERMS AND CONDITIONS

FOR

DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION CONTRACTS

RCO-RC-EPC-2024-010

Public Safety Communications Technology and Hardware
Solutions-Motorola Brand Products
(Revised)

(Commodities and Non-Professional Services)

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE

TABLE OF CONTENTS

GENERAL

1. Applicability
2. Governing Law
3. Service of Process
4. Ethics Compliance
5. Conflict of Terms
6. Definitions
7. Compliance with Laws
8. Freedom of Information Law
9. Approval of Federal, State and Local Agency

BID SUBMISSION

10. International Bidding
11. Bid Opening
12. Bid Submission
13. Facsimile Submissions
14. Authentication of Facsimile Bids
15. Late Bids
16. Bid Contents
17. Extraneous Terms
18. Bid Amendments
19. Confidential/Trade Secret Materials
20. Prevailing Wage Rates
21. Taxes
22. Expenses Prior to Contract Execution
23. Advertising Bid Results
24. Product References
25. Recycled or Recovered Materials
26. Products Manufactured In Public Institutions
27. Pricing
28. Drawings
29. Site Inspection
30. Procurement Card
31. Samples

BID EVALUATION

32. Bid Evaluation
33. Conditional Bid
34. Clarification/Revisions
35. Prompt Payment Discounts
36. Equivalent or Identical Bids
37. Performance Qualifications
38. Disqualification for Past Performance
39. Quantity Changes Prior To Award
40. Release of Bid Evaluation Materials
41. Timeframe for Offers

TERMS & CONDITIONS

42. Contract Creation/Execution
43. Contracts Executory
44. Participation in Centralized Contracts
45. Modification of Contract Terms
46. Scope Changes
47. Estimated/Specific Quantity Contracts
48. Commencement of Work
49. Purchase Orders
50. Product Delivery
51. Weekend and Holiday Deliveries
52. Shipping/Receipt of Product
53. Title and Risk of Loss
54. Re-Weighing Product
55. Product Substitution
56. Rejected Product
57. Installation
58. Repaired or Replaced Product/Components
59. On-Site Storage
60. Employees/Subcontractors/Agents
61. Apprentice Employees
62. Assignment/Subcontractors
63. Performance/Bid Bond
64. Suspension of Work
65. Termination
66. Savings/Force Majeure
67. Contract Billings
68. Default - Authorized User
69. Interest on Late Payments
70. Remedies for Breach
71. Assignment of Claim
72. Toxic Substances
73. Independent Contractor
74. Security/Confidentiality
75. Third Party Rights
76. Contract Term - Renewal
77. Warranties
78. Indemnification
79. Limitation of Liability
80. Insurance
81. Financial Records/Audit
82. Confidentiality
83. Prohibition on Purchase of Tropical Hardwoods
84. Emergency Contracts
85. Safety / OSHA Requirements
86. Use of Premises

TECHNOLOGY AND SOFTWARE CONTRACTS

87. Software License Grant
88. Product Acceptance
89. Audit Of Licensed Product Usage
90. Ownership/Title To Project Deliverables
91. Proof of License
92. Product Version
93. Changes To Product Or Service Offerings
94. No Hardstop/Passive License Monitoring
95. Source Code Escrow For Licensed Product

GENERAL

1. **APPLICABILITY** The terms and conditions set forth in this Appendix A are expressly incorporated in and applicable to all procurements and resulting procurement contracts let by the Department of General Services - Purchasing Division, or let by any other Issuing Entity where incorporated by reference in its Bid Documents. Appendix A shall govern such procurements or contracts unless expressly modified or amended by the terms of a Bid Specification, or a negotiated Contract/Clarification document, if any. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. **GOVERNING LAW** This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.

3. **SERVICE OF PROCESS**

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the County's receipt of the return thereof by the United States Postal service as refused or undeliverable. Contractor must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

4. **ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of Chapter 140 of the Laws of Rockland County, and other Rockland County codes, rules and regulations establishing ethical standards for the conduct of business with the County of Rockland. In signing the bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving the County of Rockland and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5. **CONFLICT OF TERMS** Conflicts between procurement or contract documents shall be resolved in the following order of precedence:

- a. **Appendix A** (*Standard Clauses for Rockland County Contracts*)
- b. **Contract/Clarification Documents**
Writing(s) setting forth the final agreements, clarifications, terms, statement of work and/or modifications between the Bid Documents and Contractor's Bid or Mini-bid.
- c. **Mini-Bid Project Definition** (If any)
- d. **Bid Documents** (Other than Appendix A)
 - i. Bid Specifications prepared by the Issuing Entity
 - ii. Appendix A (*General Terms & Conditions*)
- e. **Contractor's Bid or Mini-Bid Proposal**

6. **DEFINITIONS** Terms used in this Appendix A shall have the following meanings:

AGENCY OR AGENCIES The County of Rockland, acting by or through one or more departments, boards, commissions, offices or institutions of the County.

COUNTY ATTORNEY County Attorney of the County of Rockland.

AUTHORIZED USER(S) Agencies, or any other entity authorized by the laws of the State of New York to participate in County centralized contracts (including but not limited to political subdivisions, public authorities, public benefit corporations and certain other entities set forth in law), or the County of Rockland acting on behalf of one or more such Agencies or other entities, provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation.

BID OR BID PROPOSAL An offer or proposal submitted by a Bidder to furnish a described product or a solution or means of achieving a practical end, at a stated price for the stated contract term.

BIDDER Any individual or other legal entity, (including but not limited to partnership, firm or corporation), which submits a bid in response to a Bid Solicitation. The term Bidder shall also include "offeror." In the case of negotiated contracts, "Bidder" shall refer to the "Contractor."

BID DOCUMENTS Writings setting forth the scope, terms, conditions and technical specifications for the procurement of Product or Service. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated in the solicitation, (*Standard Clauses for Rockland County Contracts*), and Appendix A, (*General Terms & Conditions*). Where these *General Terms & Conditions* are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Documents" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

BID SOLICITATION The notice or advertisement of an intent to purchase a specified Product by or on behalf of Authorized User(s).

BID SPECIFICATION A written description drafted by the Issuing Entity setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these *General Terms & Conditions* are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

BEST VALUE: "Best value" means the basis for awarding contracts for services to the offeror which optimizes quality, cost and efficiency, among responsive and responsible offerors. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerors that are small businesses, certified minority- or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the executive law or service-disabled veteran-owned business enterprises as defined in subdivision one of section three hundred sixty-nine-h of the executive law to be used in evaluation of offers forwarding of contracts for services.

REQUEST FOR COMPETITIVE OFFERS (RFCO) - A type of Solicitation that is used for procurements for commodities, materials, supplies, equipment and service work, but excludes contracts necessary for the completion of a public works contract covered by article 8 of the Labor Law where factors in addition to cost are considered and weighted in awarding the contract and where the award will be made based on "best value," as defined by the General Municipal Law, to one or more responsive and responsible Bidders.

COMMISSIONER Director of Purchasing, or in the case of Bid Specifications issued by an Issuing Entity, the head of such Issuing Entity or their authorized representative.

CONTRACT The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

a. **Agency Specific Contracts** Contracts where the specifications for a Product or a particular scope of work are described and defined to meet the needs of one or more Authorized User(s).

b. **Centralized Contracts** Single or multiple award contracts where the specifications for a Product or general scope of work are described and defined by the Department of General Services – Purchasing Division to meet the needs of Authorized Users. Centralized Contracts may be awarded on a sole source, single source, emergency or competitive basis. Once established, procurements may be made from the selected Contractor(s) without further competition or mini-bid unless otherwise required by the Bid Specifications.

c. **Back-Drop Contracts** Multiple award centralized contracts where the Department of General Services - Purchasing Division defines the specifications for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous recruitment basis, as set forth in the Bid Specifications. Selection of a Contractor from among back-drop contract holders for an actual Product, project or particular scope of work may subsequently be made on a single or sole source basis, or on the basis of a mini-bid among qualified back-drop contract holders, or such other method as set forth in the Bid Document.

d. **Piggyback Contract** A contract let by any department, agency or instrumentality of the State of New York, a County government within the State of New York or the United States government, which is adopted and extended for use in accordance with the requirements of the *General Municipal Law*.

CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a contract has been established.

CONTRACTOR Any successful Bidder(s) to whom a contract has been awarded by the Commissioner.

COUNTY County of Rockland

EMERGENCY An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

ERROR CORRECTIONS Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

GROUP A classification of Product (commodities, services or technology).

INVITATION FOR BIDS (IFB) A type of Bid Document which is most typically used where requirements can be stated and award will be made to the lowest responsive and responsible Bidder(s). RFB (Request for Bids) can be used interchangeably with IFB.

ISSUING ENTITY The Department of General Services – Purchasing Division or Authorized User who issues the Bid Documents for a procurement.

LATE BID For purposes of bid openings held and conducted by DGS-Purchasing Division, a bid not received in such place as may be designated in the Bid Specifications, at or before the date and time established in the Bid Specifications for the bid opening. For purposes of bid openings held and conducted by Issuing Entities other than DGS – Purchasing Division, the term late bid is defined as a bid not received in the location established in the Bid Specifications at or before the date and time specified for the bid opening.

LETTER OF ACCEPTANCE A letter to the successful Bidder(s) indicating acceptance of its bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a contract but is not an order for Product, and Contractor should not take any action with respect to actual contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g. patches, fixes, PTFs, programs, code or data conversion, or custom programming).

LICENSEE One or more Authorized Users who acquire Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User(s) who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred.

LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

MINI-BID PROJECT DEFINITION A Bid Document containing project specific bid specifications developed by or for an Authorized User which solicits bids from Contractors previously qualified under a Back-Drop Contract.

MULTIPLE AWARD A determination and award of a contract in the discretion of the Commissioner to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

NEW PRODUCT RELEASES (Product Revisions) Any commercially released revisions to the version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

DGS-PURCHASING DIVISION The County of Rockland's Department of General Services – Purchasing Division.

PROCUREMENT RECORD Documentation by the Issuing Entity of the decisions made and approach taken during the procurement process.

PRODUCT A deliverable under any Bid or Contract which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

PROPRIETARY Protected by secrecy, patent, copyright or trademark against commercial competition.

PURCHASE ORDER The Authorized User's fiscal form or format which is used when making a purchase.

REQUEST FOR PROPOSALS (RFP) A type of Bid Document which is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value," as defined by the *County of Rockland Procurement Policy*.

REQUEST FOR QUOTATION (RFQ) A type of Bid Document which can be used when a formal bid opening is not required (e.g. discretionary, sole source, single source or emergency purchases).

RESPONSIBLE BIDDER A Bidder that is determined to have skill, judgment and integrity, and that is found to be competent, reliable, experienced and qualified financially, as determined by the Commissioner.

RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the Commissioner.

SINGLE SOURCE A procurement where two or more offerors can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.

SOLE SOURCE A procurement where only one offeror is capable of supplying the required Product.

STATE State of New York

SUBCONTRACTOR Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation), who has entered into a contract, express or implied, for the performance of a portion of a Contract with Contractor.

TERMS OF LICENSE The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.

VIRUS Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product Manufacturer.

7. COMPLIANCE WITH LAWS

The Contractor shall comply with all provisions of all laws in the County of Rockland, the State of New York and the United States of America which affect municipalities and municipal contracts, and provide at its expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, Immigration and Naturalization Laws and Regulation, General Municipal Law, Workers' Compensation Law, Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York including any amendments and/or additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. Failure to comply or to provide proof of compliance may constitute grounds for the Commissioner to cancel or

suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner.

The bidder's special attention is called to those laws which are set forth in detail below:

A. **NON-COLLUSIVE BIDDING CERTIFICATION**

The attention of the bidder is called to Section 103-d of the General Municipal Law of the State of New York, which reads as follows:

(1) Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold to be sold, shall contain the following true non-collusive bidding certification.

(a) By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulations, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been

authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the Corporation."

The form of non-collusion bidding certification included as part of this bid package must be executed by the bidder and submitted with the proposal.

The County of Rockland or the Director of Purchasing reserves the right to waive any informality or to reject any or all bids.

The bid prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the County.

B. LABOR LAW

The Contractor shall conform to all applicable requirements of Article 8 and/or 9 of the Labor Law, including the following:

(1) A stipulation that no laborer, worker or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in the emergencies set forth in the Labor Law.

(2) A provision that each laborer, worker or mechanic, employed by the Contractor, Subcontractor or other person about or upon such public work, shall be paid not less than the prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as determined by the fiscal officer. Bidder agrees to comply with the schedule of wages applicable to the performance of the said contract and the statutory requirements and rules of the public and governmental authorities.

(3) Contractor agrees:

a) that in the hiring of employees for the performance of work under this contract, no Contractor or any person acting on behalf of such Contractor shall by reason of race, creed, color or national origin, or sex, discriminate against any citizen who is qualified and available to perform the work to which the employment relates.

b) that Contractor nor any person on contractor's behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, national origin or sex.

c) that there may be deducted from the amount payable to the Contractor by the State of Municipality under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

d) that this contract may be cancelled or terminated by the State or Municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions of this section of the contract, and

(4) The Contractor agrees that in the event employees will be hired for this project, it will make a good faith effort to employ persons residing in Rockland County for the particular job title required. Similar consideration will be given to Rockland County suppliers and subcontractors, as needed.

C. LOCAL LAWS AND RESOLUTIONS: The Contractor shall comply with all local laws and resolutions of the Legislature of Rockland County

D. SOCIAL SECURITY TAXES:

The Contractor for the agreed consideration promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes. Refer to Limitation of Liability language in Provision 9 of Motorola's MCA.

E. DISCRIMINATION IN EMPLOYMENT

The contractor will abide by the pertinent provisions of Sections 291-299 of the Executive Law and of the Civil Rights Law of the State of New York relating to unlawful discriminatory practices insofar as they may apply to this Agreement.

F. AFFIDAVIT OF DISCLOSURE

Local Law No. 10 of 1974 requires disclosure of political contributions by persons doing business with the County of Rockland. Section 3 of the Local Law states that:

"All corporations, partnerships or individuals prior to submitting a bid to the County of Rockland in excess of ten thousand dollars shall file an affidavit of disclosure with the clerk to the legislature containing a list of contributions made by the firm or any director, officer, or majority shareholder or the individual, directly or indirectly to any person or organization for any political party or for any individual running for public office or for a committee for an individual running for public office, or for any public officer in Rockland County for a period or three years prior to the date thereof. Such affidavit of disclosure shall be filed annually by December 31st until the contract is completed."

Bidder shall submit the original Affidavit of Disclosure, completed and notarized, included in this bid package with his bid.

G. AFFIRMATIVE ACTION PLAN

"The bidder agrees to comply with Resolution 471 of 1975 and will submit with its bid an affirmative action plan if its business, 1) employs a minimum of 15 employees, and 2) does a minimum of \$50,000 per annum business with Rockland County. The bidder further understands and agrees that if an affirmative action plan is required, but not attached to the bid documents, the bid will not be awarded."

H. BUSINESS CORPORATION LAW

The contractor certifies that it: (i) is a domestic corporation/business entity that has complied with the applicable provisions of the laws of New York State and is authorized to transact business in NY State; (ii) is a foreign corporation/business entity that has complied with the applicable provisions of the laws of NY State and is authorized to do business in NY State pursuant to NY Business Corporation Law section 1304; or (iii) is a foreign corporation/business entity that has complied with the applicable provisions of the laws of the State in which it was incorporated and that it is authorized to transact business in that State. Upon request, the contractor shall submit to the DGS-Purchasing Division a Certificate under Seal (also known as a Certificate of Good Standing or Certificate of Existence).

8. FREEDOM OF INFORMATION LAW

During the evaluation process, the content of each Bid will be held in confidence and details of any Bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises.

This exception would be effective both during and after the evaluation process. If the Bid contains any such trade secret or other confidential or proprietary information, it must be accompanied in the Bid with a written

request to the Commissioner to not disclose such information. Such request must state with particularity the reasons why the information should not be available for disclosure and must be provided at the time of submission of the Bid. Notations in the header, footer or watermark of the Bid Document will not be considered sufficient to constitute a request for non-disclosure of trade secret or other confidential or proprietary information. Where a Freedom of Information request is made for trademark or other confidential or proprietary information, the Commissioner reserves the right to determine upon written notice to the Bidder whether such information qualifies for the exemption for disclosure under the law. Notwithstanding the above, where a Bid tabulation is prepared and Bids publicly opened, such Bid tabulation shall be available upon request.

9. APPROVAL OF FEDERAL, STATE AND LOCAL AGENCY:

Notwithstanding any other provisions, the County of Rockland shall not be liable for any payment or compensation to Contractor until the services rendered by Contractor under this agreement meet the approval and standards of any other Federal, State or local agency, authority, commission or body, which has jurisdiction over the services to be rendered under this agreement which provides funding in whole or in part for the services provided under this agreement.

BID SUBMISSION

10. INTERNATIONAL BIDDING All offers (tenders), and all information and Product required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$ US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.

11. BID OPENING Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled bid opening.

12. BID SUBMISSION All bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their bids to the location set forth in the Bid Specifications prior to the stated bid opening date/time.

A bid return envelope, if provided with the Bid Specifications, should be used with the bid sealed inside. If the bid response does not fit into the envelope, the bid envelope should be taped onto the outside of the sealed box or package with the bid inside. If using a commercial delivery company which requires use of their shipping package or envelope, Bidder's sealed bid, labeled as detailed below, should be placed within the shipper's sealed envelope to ensure that the bid is not prematurely opened.

All bids must have a label on the outside of the package or shipping container outlining the following information:

- "BID ENCLOSED (bold print, all capitals)
- IFB or RFP Number
- Bid Submission date and time"

In the event that a Bidder fails to provide such information on the return bid envelope or shipping material, the receiving entity reserves the right to open the shipping package or envelope to determine the proper bid number or Product group, and the date and time of bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the bid or the procurement.

Notwithstanding the receiving agency's right to open a bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with the foregoing requirements.

All proposals shall be made upon forms furnished by the Director of Purchasing of the County of Rockland and shall be contained in sealed envelopes addressed to PAUL J. BRENNAN, CPPO, Director of Purchasing, County of Rockland, DGS - Purchasing, Bldg. A, 2nd Floor, 50 Sanatorium Road, Pomona, NY 10970.

Form of proposal as issued by the county shall be completely filled in, in ink or typing. No bid will be accepted which contains any changes, additions, omissions or erasures.

13. FACSIMILE SUBMISSIONS Unless specifically authorized by the terms of the Bid Specifications, facsimile bids may be NOT BE SUBMITTED.

If authorized by the terms of the bid specifications, facsimile bids may be SUBMITTED AT THE SOLE OPTION AND RISK OF THE BIDDER. Only the FAX number(s) indicated in the Bid Specifications may be used. Access to the facsimile machine(s) is on a "first come, first serve" basis, and the Commissioner bears no liability or responsibility and makes no guarantee whatsoever with respect to the Bidder's access to such equipment at any specific time. Bidders are solely responsible for submission and receipt of the entire facsimile bid by the Issuing Entity prior to bid opening and must include on the first page of the transmission the total number of pages transmitted in the facsimile, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Commissioner. Facsimile bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.

14. AUTHENTICATION OF FACSIMILE BIDS The act of submitting a bid by facsimile transmission, including an executed signature page, shall be deemed a confirming act by Bidder which authenticates the signing of the bid.

15. LATE BIDS Any bid received at the specified location after the time specified will be considered a late bid. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Issuing Entity, shall not excuse late bid submissions.

16. BID CONTENTS Bids must be complete and legible. All bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Commissioner or may be grounds for rejection of the bid. Changes, corrections and/or use of white-out in the bid or Bidder's response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their bids before submission, as amendments to bids or requests for withdrawal of bids received by the Commissioner after the time specified for the bid opening, may not be considered.

17. EXTRANEIOUS TERMS Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection of the bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) which are attached or

referenced with submissions shall not be considered part of the bid but shall be deemed included for informational or promotional purposes only.

18. BID AMENDMENTS

Any verbal information obtained from or statements made by the Representative of the County of Rockland or his designee at the time of examination of the documents or site shall not be construed as, in any way, amending Contract documents. Only such corrections or addenda as are issued by the Director of Purchasing in writing to all Contractors shall become a part of the Contract. Any addendum issued during the time of bidding shall be included in bids and become a part of the Contract Agreement.

19. CONFIDENTIAL / TRADE SECRET MATERIALS

Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the *Freedom of Information Law* must request the exemption in writing, setting forth the reasons for the claimed exemption, at the time of submission. Acceptance of the claimed materials does not constitute a determination on the exemption request; rather determination will be made in accordance with statutory procedures.

20. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS

If any portion of work being bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply: The Prevailing Wage Requirement does not apply to Motorola Employees on this project. All work requiring Prevailing Wage will be completed by compliant subcontractors.

a. "Public Works" and "Building Services" - Definitions

i. Public Works *Labor Law* Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the contract. The wage and hours provision applies to any work performed by Contractor or subcontractors.

ii. Building Services *Labor Law* Article 9 applies to contracts for building service work over \$1,500 with a public agency, which 1) involve the care or maintenance of an existing building, or 2) involve the transportation of office furniture or equipment to or from such building, or 3) involve the transportation and delivery of fossil fuel to such building, and 4) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A copy of the applicable prevailing wage rates to be paid or provided are attached to the solicitation. Bidders must submit bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Where the Bid Documents require the Bidder to enumerate hourly wage rates in the bid, Bidders may not submit bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids which fail to comply with this requirement will be disqualified.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage

Rates during the contract term that apply to the classes of individuals supplied by the Contractor on any projects which result from this contract which are subject to the provisions of the *Labor Law*. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the *Labor Law*, as amended by Chapter 565 of the Laws of 1997:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and sub-contractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and sub-contractors on public works projects must submit monthly payroll transcripts to the issuing entity which has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For mini-bid solicitations, the payroll records must be submitted to the entity preparing the agency mini-bid project specification. For "agency specific" bids, the payroll records should be submitted to the entity issuing the purchase order. For all other Department of General Services - Purchasing Division centralized contracts; such records should be submitted to the individual agency that the purchase order(s) has been issued for. Upon mutual agreement of the Contractor and the issuing entity, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor provided: 1) the Contractor/subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the Contractor or subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to building services contracts.

iv. Records Retention Contractors and subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

e. Day's Labor - Defined for Article 8, Public Works (For Purposes of Article 8 of the Labor Law) No laborer, worker or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the contract site or for the protection of the life and limb of the persons using the contract site.

21. TAXES

a. Unless otherwise specified in the Bid Specifications, the quoted bid price includes all taxes applicable to the transaction.

b. Purchases made by the County of Rockland are exempt from New York State and local sales taxes and, with certain exceptions, federal

excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by the County of Rockland or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the County, an exempt organization under Section 1116 (a) (1) of the *Tax Law*. Non-County Authorized Users must offer their own proof of exemption where required. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

c. Purchases by Authorized Users other than the County of Rockland may be subject to such taxes, and in those instances the tax should be computed based on the contract price and added to the invoice submitted to such entity for payment.

22. EXPENSES PRIOR TO CONTRACT EXECUTION The Issuing Entity is not liable for any costs incurred by a Bidder in the preparation and production of a bid or for any work performed prior to contract execution.

23. ADVERTISING BID RESULTS A Bidder in submitting a bid agrees not to use the results therefrom as a part of any commercial advertising without the prior written approval of the Commissioner.

24. PRODUCT REFERENCES

a. **"Or Equal"** In all Bid Specifications the words "or equal" are understood to apply where a copyright brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.

b. **Discrepancies in References** In the event of a discrepancy between the model numbers referenced in the Bid Specifications and the written description of the Products therein, if the discrepancy cannot be reconciled, then the written description shall prevail.

25. RECYCLED OR RECOVERED MATERIALS Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Refurbished or remanufactured components or items may only be accepted at the discretion of the Commissioner, or upon the conditions set forth in the Bid Specifications.

Items with recycled, recovered, refurbished or remanufactured content must be identified in the bid or will be deemed new Product.

26. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products which are manufactured or produced in public institutions will be rejected.

27. PRICING

a. **Unit Pricing** If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item, in the bid. In the event of a discrepancy between the unit price and the extension, the unit price

shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

b. **Net Pricing** Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject to the cash discount.

c. **"No Charge" Bid** When bids are requested on a number of Products as a group or Lot, a Bidder desiring to bid "no charge" on a Product in the grouping or Lot must clearly indicate such. Otherwise, such bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

d. **Educational Pricing** All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the bid and such discounts shall be made available to qualifying institutions.

28. DRAWINGS

a. **Drawings Submitted With Bid** When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Commissioner, be considered a part of the bid and of any resulting contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

b. **Drawings Submitted During the Contract Term** Where required to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized User's representative.

c. **Accuracy of Drawings Submitted** All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.

29. SITE INSPECTION Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions or pre-existing deficiencies in the installed product, equipment or environment, which may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed. Bidder must provide with its bid a detailed explanation if additional work is required under this clause in order to properly complete the delivery and installation of the required Product.

30. PROCUREMENT CARD The County of Rockland has entered into agreements for purchasing and travel card services. The Purchasing Card enables Authorized Users to make authorized purchases directly from a Contractor without processing the Purchase Orders or Purchase Authorizations currently required. Purchasing Cards are issued to selected employees authorized to purchase for the Authorized User and having direct contact with Contractors. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased Products have been shipped or services performed. Unless the cardholder requests correction or replacement of an unsatisfactory, defective or faulty Product in

accordance with other contract requirements, the Contractor shall immediately credit a cardholder's account for Products deemed unsatisfactory, defective or faulty.

31. SAMPLES

a. Standard Samples Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Commissioner and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Documents.

b. Bidder Supplied Samples The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate bid or County contract reference.

A sample may be held by the Commissioner during the entire term of the contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Commissioner as to the return of the sample (i.e. mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

c. Enhanced Samples When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a commodity substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

d. Conformance with Sample(s) Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all conditions and terms, performance related and otherwise, specified in the Bid Documents. If in the judgment of the Commissioner the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Documents, the Commissioner may reject the bid. If an award has been made, the Commissioner may cancel the contract at the expense of the Contractor.

e. Testing All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after contract award. Unless otherwise stated in the Bid Specifications, Bidder Samples consumed or rendered useless by testing will not be returned to the Bidder.

f. Requests For Samples By Authorized Users Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

BID EVALUATION

32. BID EVALUATION The Commissioner reserves the right to accept or reject any and all bids, or separable portions of offers, and waive

technicalities, irregularities, and omissions if the Commissioner determines the best interests of the County will be served.

33. CONDITIONAL BID Unless the Bid Specifications provides otherwise, a conditional bid will not be deemed responsive.

34. CLARIFICATIONS / REVISIONS Prior to award, the Commissioner reserves the right to seek clarifications, or to request any information deemed necessary for proper evaluation of bids from all Bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

35. PROMPT PAYMENT DISCOUNTS While prompt payment discounts will not be considered in determining the low bid, the Commissioner may consider any prompt payment discount in resolving bids which are otherwise tied. However, any notation indicating that the price is net, (e.g., net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, which are applicable in any case, may render the bid non-responsive and may be cause for its rejection.

36. EQUIVALENT OR IDENTICAL BIDS In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent bids as to pricing or other factors, the decision of the Commissioner to award a contract to one or more of such Bidders shall be final.

37. PERFORMANCE QUALIFICATIONS The Commissioner reserves the right to investigate or inspect at any time whether or not the Product, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Documents. Contractor shall at all times during the contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Commissioner, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production, distribution and servicing of the Product bid. If the Commissioner determines that the conditions and terms of the Bid Documents or Contract are not complied with, or that items or Product proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing or facilities are not satisfactory, or that performance is untimely, the Commissioner may reject such bid or terminate the contract. Nothing in the foregoing shall mean or imply that it is obligatory upon the Commissioner to make an investigation either before or after award of a contract, but should such investigation be made, it in no way relieves the Bidder/Contractor from fulfilling all requirements and conditions of the contract.

Bidder shall submit with the proposal a Certificate of Experience for the past three (3) years. Bidder to list equipment owned or leased necessary for the execution of this contract.

Certificate of Experience and Certificate of Equipment are included in these documents, if applicable.

38. DISQUALIFICATION FOR PAST PERFORMANCE Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.

39. QUANTITY CHANGES PRIOR TO AWARD The Commissioner reserves the right, at any time prior to the award of a specific quantity contract, to alter in good faith the quantities listed in the Bid Specifications to conform to requirements. In the event such right is exercised, the lowest responsible Bidder meeting specifications will be advised of the revised requirements and afforded an opportunity to withdraw its bid.

40. RELEASE OF BID EVALUATION MATERIALS Requests concerning the evaluation of bids may be submitted under the *Freedom*

of Information Law. Information, other than the Bid Tabulation, shall be released as required by law after contract award. Written requests should be directed to the Commissioner.

41. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within forty-five (45) days after the date of the bid opening, during which period, bids must remain firm and cannot be withdrawn. If, however, an award is not made within the forty-five (45) day period, bids shall remain firm until such later time as either a contract is awarded or the Bidder delivers to the Commissioner written notice of the withdrawal of its bid. Any bid which expressly states therein that acceptance must be made within a shorter specified time, may, at the sole discretion of the Commissioner, be accepted or rejected.

TERMS & CONDITIONS

42. CONTRACT CREATION / EXECUTION Upon receipt of all required approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the Commissioner's mailing or electronic communication to the address on the bid of: i) a Letter of Acceptance; or ii) a fully executed contract; or iii) a Purchase Order authorized by the Commissioner.

43. CONTRACT EXECUTORY

This contract shall be deemed executory only to the extent of moneys appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the political subdivision beyond the amount of such moneys. The contract is not a general obligation of the County of Rockland. Neither the full faith and credit nor the taxing power of the County of Rockland is pledged to the payment of any amount due or to become due under such contract. It is understood that neither this contract nor any representation by any public employee or office creates any legal or moral obligation to appropriate or make moneys available for the purpose of the contract.

44. PARTICIPATION IN CENTRALIZED CONTRACTS The Commissioner is authorized to let centralized contracts, in accordance with the provisions of this paragraph and applicable New York State Law, for joint purchasing, by any department or agency of the County of Rockland and/or any political subdivisions of the State of New York; provided however that any entity incurring a liability under such contract shall be responsible for discharging said liability.

a. Agencies All County Agencies may utilize and purchase under any county centralized contract let by the Department of General Services - Purchasing Division, unless the Bid Specifications limit purchases to specific County Agencies.

b. Non-County Agency Authorized Users Authorized Users other than county agencies are permitted to make purchases through County centralized contracts where permitted by law, the contract or the DGS-Purchasing Division Commissioner.

c. Voluntary Extension Purchase Orders issued against a County centralized contract by any Authorized User not provided for in the Bid Specifications shall be honored by the Contractor at its discretion and only with the approval of the DGS - Purchasing Division Commissioner and any other approvals required by law. Contractors are encouraged to voluntarily extend service contracts to those additional entities authorized to utilize commodity contracts under *General Municipal Law*.

d. Responsibility for Performance Participation in County of Rockland centralized contracts by Authorized Users is permitted upon the following conditions: a) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than County Agencies shall be borne and is expressly assumed by such Authorized User and not by the County; b) a breach of the contract by any particular Authorized User shall neither

constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether County or otherwise; c) for a breach by an Authorized User other than a County Agency, the County specifically and expressly disclaims any and all liability for such breach; and d) each non-County agency Authorized User and Contractor agrees to hold the County, its officers, agents and employees harmless from any liability that may be or is imposed by their failure to perform in accordance with its obligations under the contract.

45. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Commissioner by the Contractor.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product or processing such document for approval or payment.

46. SCOPE CHANGES The Commissioner reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the contract specifications, such changes to be within the general scope of the contract. The Commissioner may make an equitable adjustment in the contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld.

47. ESTIMATED / SPECIFIC QUANTITY CONTRACTS Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the contract term. No guarantee of any estimated quantity(s) is implied or given. Unless otherwise set forth in the Bid Specifications, contracts for services and technology are completely voluntary as to use, and therefore no quantities are guaranteed.

With respect to any specific quantity stated in the contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

48. COMMENCEMENT OF WORK

Work hereunder shall be started within ten (10) days after the execution of the contract. All work schedules must be submitted for review by the Owner, and integrated with all trades on job and the Owner.

49. PURCHASE ORDERS Unless otherwise authorized in writing by the Commissioner, no Products are to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the

Authorized User. Unless terminated or canceled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, and addressed to the Contractor at the address for receipt of orders set forth in the Contract or Contract Award Notification.

All Purchase Orders issued pursuant to contracts let by the Commissioner must bear the appropriate contract number and, if necessary, required County approvals. Unless otherwise specified, all Purchase Orders against centralized contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the vendor's order form, confirmation or acknowledgment, and the contract terms shall be resolved in favor of the terms most favorable to the Authorized User.

If, with respect to an agency specific contract let by the DGS – Purchasing Division Commissioner, a Purchase Order is not received within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify the appropriate purchasing officer in DGS – Purchasing Division. Failure to timely notify such officer may, in the discretion of the DGS – Purchasing Division Commissioner and without cost to the County, result in the canceling of such requirement by the DGS – Purchasing Division Commissioner with, at the DGS – Purchasing Division's Commissioner's discretion, a corresponding reduction in the contract quantity and price.

50. PRODUCT DELIVERY Delivery must be made as ordered and in accordance with the terms of the contract. Unless otherwise specified in the Bid Specifications, delivery shall be made within thirty calendar days after receipt of a purchase order by the Contractor. The decision of the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of the time for delivery must be requested in writing by the Contractor and approved in writing by the Commissioner. Failure to meet such time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

51. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Bid Specifications or by an Authorized User, deliveries will not be scheduled for Saturdays, Sundays or legal holidays observed by the County of Rockland except of Product for daily consumption or where an emergency exists or the delivery is a replacement or is late, in which event the convenience of the Authorized User shall govern.

52. SHIPPING / RECEIPT OF PRODUCT

a. Packaging Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. The container shall become and remain the property of the receiving entity unless otherwise specified in the contract documents.

b. Shipping Charges Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be FOB Destination inside delivery at the building, facility or location of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges are understood to not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User's payment of transportation charges. Contractor shall be

responsible for insuring that the Bill of Lading states "charges prepaid" for all shipments.

c. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

53. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title and risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product which is substandard or does not comply with the Contract terms, may be rejected or accepted on an adjusted price basis, as determined by the Commissioner.

54. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the receiving entity. If shrinkage occurs which exceeds that normally allowable in the trade, the receiving entity shall have the option to require delivery of the difference in quantity, or to reduce the payment accordingly.

55. PRODUCT SUBSTITUTION In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Force Majeure Clause below) a Product deemed by the Commissioner to be equal to or better than that specified must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's approval may be cause for cancellation of contract.

56. REJECTED PRODUCT When product is rejected, it must be removed by the Contractor from the premises of the receiving entity within ten calendar days of notification of rejection by Authorized User. Upon rejection notification, risk of loss of rejected or non-conforming product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of the items as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition.

57. INSTALLATION Where installation is required, Bidder shall be responsible for placing and installing the equipment in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects which would mar the appearance of the equipment or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site to its original condition. Work shall be performed so as to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work

shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

58. REPAIRED OR REPLACED PRODUCT / COMPONENTS

Where the Contractor is required to repair, replace or substitute products or components under the Contract, the repaired, replaced or substituted products shall be subject to all terms and conditions for new products set forth in the contract, including product warranties.

59. ON-SITE STORAGE Materials, equipment or supplies may be stored at the Authorized User's site at the Contractor's sole risk and only with the approval of the Authorized User.

60. EMPLOYEES / SUBCONTRACTORS / AGENTS

All employees, subcontractors or agents performing work under the contract must be trained technicians who meet or exceed the technical and training qualifications set forth in the Bid Specifications or the Bid, whichever is better, and must comply with all rules and requirements of the Contract. The Commissioner reserves the right to conduct a security background check or otherwise approve any employee or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause, including but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the contract terms. The Commissioner reserves the right to reject and/or bar from the facility for cause any employee, subcontractor, or agents of the Contractor.

61. APPRENTICE EMPLOYEES

At the time of the execution of the Contract, the Contractor must list any apprentice employees he presently employs, and proof that they are enrolled in an approved New York State apprentice training program.

62. ASSIGNMENT / SUBCONTRACTORS The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any of other person, company, firm or corporation in performance of the contract, other than the assignment of the right to receive money due, without the prior written consent of the Issuing Entity. Prior to an assignment of the right to receive money becoming effective, Contractor shall file a written notice of such assignment simultaneously with the County of Rockland Finance Director, the Issuing Entity, and participating Authorized User(s).

The Commissioner reserves the right to reject any proposed subcontractor, assignee or supplier for bona fide business reasons, which may include, but are not limited to: that the proposed transferee is on the Department of Labor's list of companies with which New York State cannot do business; the Commissioner determines that the company is not qualified; unsatisfactory contract performance or service has been previously provided; or attempts were not made to solicit minority and women's business enterprises (M/WBE) bidders for the subcontract.

63. PERFORMANCE / BID BOND The Issuing Entity reserves the right to require the Bidder/Contractor to furnish without additional cost, a performance, payment or bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the contract. Where required, such bond or other security shall be in the form prescribed by the Commissioner.

64. SUSPENSION OF WORK The Commissioner, in his/her sole discretion, reserves the right to suspend any or all activities under this contract, at any time, in the best interests of the County or Issuing Entity. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on County spending, declaration of emergency, or other such circumstances. Upon issuance of such notice, the Contractor is not to accept any purchase orders and shall comply with the suspension order.

Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of work.

65. TERMINATION

a. Termination for Convenience: The County of Rockland may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the County of Rockland's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the County of Rockland to be paid. If the Contractor has any property in its possession belonging to the County of Rockland, the Contractor will account for the same, and dispose of it in the manner the County of Rockland directs.

b. Termination for Default [Breach or Cause]: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County of Rockland may terminate this contract for default. Serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default shall effect termination. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the County of Rockland that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the County of Rockland, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure: The County of Rockland in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to County of Rockland's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of a written notice from County of Rockland setting forth the nature of said breach or default, County of Rockland shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude County of Rockland from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach: In the event that the County of Rockland elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the County of Rockland shall not limit the County of Rockland's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

66. SAVINGS/FORCE MAJEURE The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor negligence of the Contractor, its officers, employees or agents contributed to such delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires or floods, or other similar cause beyond the control of the Contractor, or for any of the foregoing which affect subcontractors or suppliers, and no alternate source of supply is available to the Contractor. In such event, Contractor shall notify the Commissioner, by certified or registered mail, of the delay or potential delay and the cause(s) thereof either (a) within ten (10) calendar days after the cause which creates or will create the delay first arose if the Contractor could reasonably foresee that a delay could occur by reason thereof, or (b) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe a delay could result. The foregoing shall constitute the Contractor's sole remedy or excuse with respect to such delay. In the event performance is suspended or delayed, in whole or in part, by reason of any of the aforesaid causes or occurrences and proper notification is given the Commissioner, any performance so suspended or delayed shall be performed by the Contractor at no increased cost, promptly after such disabilities have ceased to exist unless it is determined in the sole discretion of the Commissioner that the delay will significantly impair the value of the contract to the County or to Authorized Users, whereupon the Commissioner may:

- a. Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to County Agencies with respect to Product subjected to allocation; and/or
- b. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the contract quantity; or
- c. Terminate the contract or the portion thereof which is subject to delivery delays, and thereby discharge any unexecuted portion of the contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his/her sole discretion, to make an equitable adjustment in the contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (1) the volatility is due to causes outside the control of Contractor; (2) the volatility affects the marketplace or industry, not just

the particular contract source of supply; (3) the effect on pricing or availability of supply is substantial; and (4) the volatility so affects Contractor's performance that continued performance of the contract would result in a substantial loss.

67. CONTRACT BILLINGS Contractor and the distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billings for Agencies must contain all information required by the County Finance Director. The County Finance Director shall render payment for Agency purchases, and such payment shall be made in accordance with ordinary County procedures and practices. Payment of contract purchases made by Authorized Users other than County Agencies shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User.

Submission of an invoice and payment thereof shall not preclude the Commissioner from seeking reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the bid and award documents.

68. DEFAULT - AUTHORIZED USER An Authorized User's breach shall not be deemed a breach of the centralized contract. In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional shipments of Product or provision of services to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future contract payments.

Notwithstanding the foregoing, the Contractor shall, at least 10 days prior to declaring a breach of contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared. It is understood, however, that if the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to service an Authorized User shall constitute a breach of its contract, and the County or Authorized User may thereafter utilize any remedy available at law or equity.

69. INTEREST ON LATE PAYMENTS

a. County Agencies: County agencies shall not be liable to the Contractor for any payments of interest, late payment charges or collection fee charges.

b. By Contractor:

- i. Should the Contractor be liable for any payments to the County hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to the terms hereunder and all applicable laws.
- ii. Interest payments on amounts due to the County of Rockland shall be paid by contractor for the period beginning on the day after the required payment date and be assessed until all amounts are paid in full, and shall be paid at the rate of interest of one per cent (1%) per month.

70. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

a. Cover / Substitute Performance In the event of Contractor's material breach, the Commissioner may, with or without formally bidding same:

- i. Purchase from other sources; or
- ii. If, after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement product of equal or comparable quality, the Commissioner is unsuccessful, the Commissioner may acquire acceptable replacement product or service of lesser or greater quality.

Such purchases may, in the discretion of the Commissioner, be deducted from the contract quantity and payments due Contractor.

b. Withhold Payment In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Commissioner. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

c. Reimbursement of Costs Incurred The Contractor agrees to reimburse the County and/or Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the County or Authorized User in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the contract, the Commissioner may authorize an ordering Authorized User to rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction.

d. Deduction / Credit Sums due as a result of these remedies may be deducted or offset by the County or Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the County or Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the contract.

71. ASSIGNMENT OF CLAIM Contractor hereby assigns to the County of Rockland, any and all of its claims for overcharges associated with this contract which may arise under the antitrust laws of the United States, 15 U.S.C. Section 1, et seq., and the antitrust laws of the State of New York, General Business Law Section 340, et seq.

72. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the *Labor Law*, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the *Labor Law*.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the user agency representative.

73. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the County or Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this contract, to

maintain at Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

74. SECURITY / CONFIDENTIALITY Contractor warrants, covenants and represents that it will comply fully with all security procedures of the County and any Authorized User(s) in performance of the Contract.

Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, subcontractors, officers, or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the County or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such confidential material which is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the County or Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State Laws and Regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take appropriate steps as to its personnel, agents, officers and any subcontractors regarding the obligations arising under this clause to insure such confidentiality.

75. THIRD PARTIES RIGHTS

- (a) Cooperation With Third Parties: The Contractor shall be responsible for fully cooperating with any third party, including but not limited to subcontractors of the Authorized User, relating to delivery of product or coordination of services.
- (b) Refer to Provision 8 in Motorola's MCA.

If usage shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue Usage (ii) to modify the service or Product so that Usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace said service or Product or part(s) thereof, as applicable, with non-infringing service or Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided the Authorized User is given a refund for any amounts paid for the period during which Usage was not feasible.

The foregoing provisions as to protection from third party rights shall not apply to any infringement occasioned by modification by the Authorized User of any Product without Contractor's approval.

In the event that an action at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the service or Product under the Contract infringes any patent, copyright or proprietary right, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract. Contractor shall in such event protect the interests of the Authorized User and secure a

continuance to permit the Authorized User to appear and defend its interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the Authorized User may have. This constitutes the Authorized User's sole and exclusive remedy for patent infringement, or for infringement of any other third party proprietary right.

76. CONTRACT TERM - RENEWAL In addition to any stated renewal periods in the Contract, any contract or unit portion thereof let by the Commissioner may be extended by the Commissioner for an additional period(s) of up to one year (cumulatively) with the written concurrence of the Contractor.

77. WARRANTIES Where Contractor or Product manufacturer generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to Authorized Users. Contractor hereby warrants and represents:

- a. **Product Performance** Products delivered pursuant to this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.
- b. **Title and Ownership Warranty** Full ownership, clear title free of all liens, or the right to transfer or deliver perpetual license rights to any Products transferred to Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the County and Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.
- c. **Contractor Compliance** To pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the bid/ contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for workers' compensation, and shall provide such proof as required by the Commissioner. Failure to do so may constitute grounds for the Commissioner to cancel or suspend this contract, in whole or in part, or to take any other action deemed necessary by the Commissioner.
- d. **Product Warranty** Unless recycled or recovered materials are available in accordance with the "Recycled or Recovered Materials" clause, Product offered shall be standard new equipment, current model of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice. Every Product, including any substituted or replacement Product delivered, must be unconditionally guaranteed against faulty material and workmanship for a period of one year from and after the date the Product is accepted unless otherwise specified by the Commissioner. Furthermore, the Contractor agrees to extend its warranty period by the cumulative periods of time, after notification, during which the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers or employees. If during the regular or extended warranty periods faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective goods during the warranty period shall be borne solely by the Contractor, and the County or Authorized User shall in no event be liable or responsible therefor.

This warranty shall survive any termination of the contract in accordance with the warranty term.

- e. **Replacement Parts Warranty** Where the provision of services requires the replacement or repair of Product, any replaced or repaired component, part or Product shall be new and shall, if available, be replaced by the original manufacturer's component, part or Product. Remanufactured components meeting new product standards may be permitted by the Commissioner or Authorized User. All proposed substitutes for the original manufacturer's installed Product must be approved by the Authorized User before installation. The Product or part shall be equal to or of better quality than the original Product being replaced. Any Product replaced by the Contractor under the contract shall be guaranteed for the remainder of the warranty period under (d) above and replaced at no cost to the Authorized User if found defective during that time.
- f. **Date/Time Warranty** Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) and various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including, but not limited to, the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

78. INDEMNIFICATION

Refer to Provision 8 (Indemnification) and 9 (Limitation of Liability in Motorola MCA).

79. LIMITATION OF LIABILITY

Refer to Provision 9 of Motorola's MCA.

80. INSURANCE: Contractor shall secure and maintain insurance coverage as specified in the Bid Documents and shall promptly provide documentation of specified coverages to the Authorized User. The Contractor shall be required to add the Authorized User as an additional insured.

81. FINANCIAL RECORDS/AUDIT: The Contractor shall maintain records of all its financial transactions, including all expenses and disbursements, which relate to this agreement. Such records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices)

and/or County record-keeping requirements, and each transaction shall be documented. Such records shall be made available to County for inspection or audit upon request. No compensation or fee for services will be due Contractor unless or until financial statements have been filed with the Rockland County Department of Finance, if and when required by the Department of Finance.

82. CONFIDENTIALITY: For the purposes of this paragraph:

- A. The term "Confidential Information" as used herein means all material and information, whether written or oral, received by Contractor from or through the County or any other person connected with the County, or developed, produced, or obtained by Contractor in connection with the performance of Services under this Agreement. Confidential Information shall include, but not be limited to, samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto.
- B. The term "Contractor" as used herein includes all officers, directors, employees, agents, subcontractors, assignees or representatives of Contractor.

83. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit cooperation. The contractor must establish qualification for this exemption to obtain the approval of the County.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding the use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the County; otherwise, the bid may not be considered responsive. Under bidder specifications, the Contractor must show proof of its qualification for the exemption to obtain the approval of the County.

84. EMERGENCY CONTRACTS:

In the event that a disaster emergency is declared by Executive Order under Sections 103 and 104 of the General Municipal Law, or if the Commissioner, with the approval of the County Executive and the Chairman of the Legislature, determines pursuant to his/her authority that an emergency exists requiring the prompt and immediate delivery of Product, the Commissioner reserves the right to obtain such Product from any source, including, but not limited, to this Contract(s), as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for Product procured from other sources pursuant to this paragraph. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

85. SAFETY / OSHA REQUIREMENTS:

All contractors and/or vendors shall be required to wear hard hats and safety protective equipment while doing work for and/or being on Rockland County premises as the job requires. This directive is effective immediately and shall be enforced. No work will be authorized or performed without proper safety protection equipment adhering to the most recent OSHA standards, and it is the vendor's responsibility to supply the necessary items of equipment.

86. USE OF PREMISES:

The Contractor shall confine his equipment and the storage of materials, if any, and the portion of his employees to the limits directed by the owner and shall not encumber the premises or any part thereof with his materials or equipment. All work shall be accomplished in such a manner as not to interfere with the orderly conduct of the business of the County of Rockland. Since the buildings are occupied, personnel shall be instructed to refrain from unworkmanlike conduct while on the job.

TECHNOLOGY AND SOFTWARE CONTRACTS

**The Following Clauses Pertain To
Technology & Negotiated Contracts**

Refer to Software Language Provisions noted in Motorola's MCA.

87.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A. 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Public Safety communications Technology & Hardware Solutions - Motorola Brand

BID NUMBER: RCO-RC-EPC-2024-010

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY

CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

Instructions:

1. All clauses must be initialed.
2. A notary is only required for one page.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted and agreed to on the following pages.

Vendor's Name / Company Name: David R. White, Jr. / Motorola Solutions, Inc.

Address, City, State, and Zip Code: Corporate: 500 W. Monroe Street, Suite 4400, Chicago, IL 60661

Local: 123 Tice Boulevard, Suite 202, Woodcliff Lake NJ 07677

Phone Number: 201-390-6814

Fax Number: 201-949-5799

Printed Name and Title of Authorized Representative:

David R. White, Jr., Northeast Region Vice President

Email Address: dave.white@motorolasolutions.com

Signature of Authorized Representative:

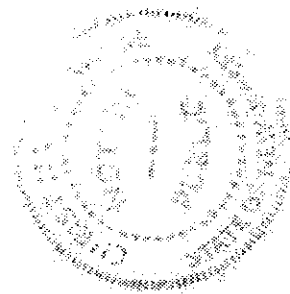
Date: October 23, 2024

Federal Tax ID #: 36-1115800

SWORN to before me this 23rd day of

October, 2024

Christina Albanese



***Note: ALL Sections on the following pages must be initialed and this Statement must be signed before a Notary**

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Public Safety communications Technology & Hardware Solutions - Motorola Brand

BID NUMBER: RCO-RC-EPC-2024-010

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by the County of Rockland for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by the County of Rockland, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES

 **Initials of Authorized Representative of vendor**

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by COUNTY OF ROCKLAND, COUNTY OF ROCKLAND reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to:

(1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. COUNTY OF ROCKLAND also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if COUNTY OF ROCKLAND believes, in its sole discretion that it is in the best interest of COUNTY OF ROCKLAND to do so. The vendor will be compensated for work performed and accepted and goods accepted by COUNTY OF ROCKLAND as of the termination date if the contract is terminated for convenience of COUNTY OF ROCKLAND. Any award under this procurement process is not exclusive and COUNTY OF ROCKLAND reserves the right to purchase goods and services from other vendors when it is in the best interest of COUNTY OF ROCKLAND.


Does vendor agree? YES

 **Initials of Authorized Representative of vendor**

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by COUNTY OF ROCKLAND on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree? YES

 **Initials of Authorized Representative of vendor**

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Public Safety communications Technology & Hardware Solutions - Motorola Brand**BID NUMBER:** RCO-RC-EPC-2024-010**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY****CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by COUNTY OF ROCKLAND, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES**Initials of Authorized Representative of vendor**

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by COUNTY OF ROCKLAND, the vendor certifies that during the term of an award for all contracts by COUNTY OF ROCKLAND resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES**Initials of Authorized Representative of vendor**

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Public Safety communications Technology & Hardware Solutions - Motorola Brand**BID NUMBER:** RCO-RC-EPC-2024-010**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS - APPENDIX II TO 2 CFR PART 200**

Pursuant to Federal Rule (F) above, when federal funds are expended by COUNTY OF ROCKLAND, the vendor certifies that during the term of an award for all contracts by COUNTY OF ROCKLAND resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES
 Initials of Authorized Representative of vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by COUNTY OF ROCKLAND, the vendor certifies that during the term of an award for all contracts by COUNTY OF ROCKLAND resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES
 Initials of Authorized Representative of vendor

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by COUNTY OF ROCKLAND, the vendor certifies that during the term of an award for all contracts by COUNTY OF ROCKLAND resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of New York. Vendor shall immediately provide written notice to COUNTY OF ROCKLAND if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. COUNTY OF ROCKLAND may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless COUNTY OF ROCKLAND knows the certification is erroneous.

Does vendor agree? YES
 Initials of Authorized Representative of vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Public Safety communications Technology & Hardware Solutions - Motorola Brand**BID NUMBER:** RCO-RC-EPC-2024-010**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY****CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

Pursuant to Federal Rule (I) above, when federal funds are expended by COUNTY OF ROCKLAND, the vendor certifies that during the term and after the awarded term of an award for all contracts by COUNTY OF ROCKLAND resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Does vendor agree? YES
Initials of Authorized Representative of vendor

(J) Procurement of Recovered Materials – When federal funds are expended by COUNTY OF ROCKLAND, COUNTY OF ROCKLAND and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended COUNTY OF ROCKLAND, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES
Initials of Authorized Representative of vendor

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Public Safety communications Technology & Hardware Solutions - Motorola Brand

BID NUMBER: RCO-RC-EPC-2024-010

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by COUNTY OF ROCKLAND, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor agree? YES

Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334

When federal funds are expended by COUNTY OF ROCKLAND for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES

Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND
CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by COUNTY OF ROCKLAND for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES

Initials of Authorized Representative of vendor

COUNTY OF ROCKLAND - DGS-PURCHASING

BLDG. A., 6TH FLOOR, 50 SANATORIUM RD, POMONA, NY 10970

TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

TITLE: Public Safety communications Technology & Hardware Solutions - Motorola Brand

BID NUMBER: RCO-RC-EPC-2024-010

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY

CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by COUNTY OF ROCKLAND for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES

 Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS **

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES

 Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES

 Initials of Authorized Representative of vendor

**
"Motorola can make no general representation of "Buy America" compliance. We understand different federal agencies/funding programs may have different Buy America requirements. For example, as it relates to Build America, Buy America Act (BABAA), we understand its restrictions only apply to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. BABAA's requirements do not apply to "equipment . . . such as . . . portable computer equipment[] that [is] used at or within the finished infrastructure project, but are not an integral part or permanently affixed to the structure". OMB Memorandum M-24-02 (Oct. 25, 2023), <https://www.whitehouse.gov/wp-content/uploads/2023/10/M-24-02-Buy-America-Implementation-Guidance-Update.pdf> at p. 4. For example, as determined by FEMA, "security cameras . . . are not subject to the domestic preference requirements because they are removable and are not an integral part of the structure." FEMA FAQ <https://www.fema.gov/fact-sheet/build-america-buy-america-act-frequently-asked-questions-faqs> As such, BABAA restrictions may not apply to Motorola equipment.

Other Buy America requirements may have other exceptions, depending on the specific requirement. Generally, as it relates to any items deemed to be covered by these or other restrictions, Motorola is unable to make any general representation of compliance, but such items may be eligible for waiver(s). "