



**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
Motorola Solutions Inc. (“Contractor”)  
FOR  
Motorola Portable Radios**

**Contract No. MA-6400-NC180000035**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.5 below) for the above requirement and enters into the following Contract.

This Contract is between **Motorola Solutions, Inc.** having offices at **2120 W. Braker Lane, Suite P, Austin, Texas 78758** and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

**1.1 This Contract is composed of the following documents in order of precedence:**

- 1.1.1 This Contract cover sheet
- 1.1.2 State of Texas Department of Information Resources Contract **DIR-TSO-4101**, the applicable components of which consist of the Contract and the following appendices:
  - 1.1.2.1 Appendix A, Standard Terms and Conditions;
  - 1.1.2.2 Appendix B, HUB Subcontracting Plan;
  - 1.1.2.3 Appendix C, Pricing Index;
  - 1.1.2.4 Appendix D, Communications System Agreement;
  - 1.1.2.5 Appendix E, Service Terms and Agreement.
  - 1.1.2.6 Appendix F, Subscription Services Agreement.
- 1.1.3 Supplemental Terms, attached as Exhibit A hereto.
- 1.1.4 **Motorola Solutions, Inc. Offer, dated May 28, 2018**, incorporated herein and attached as Exhibit B hereto.
- 1.1.5 Non-Discrimination Certification, incorporated herein and attached as Exhibit C hereto.
- 1.1.6 Non-Suspension or Debarment Certification, incorporated herein and attached as Exhibit D hereto.

- 1.2 Term of Contract.** This Contract will be in effect for a term of **60 months** from August 24, 2018 to August 9, 2023.

- 1.3 **Compensation.** This Contract shall be upon execution and annually as follows: FY18 not to exceed \$4,300,000; FY19 not to exceed \$ 2,214,894; FY 20 not to exceed \$2,214,894.20; FY21 not to exceed \$2,214,894.20, FY22 not to exceed \$2,214,894.20; FY23 not to exceed \$2,214,894.20, which totals **\$15,374,471.00**, all of which will be paid from the proceeds of the equipment lease-purchase contract agreed to between the parties.

This Contract (including any Exhibits and referenced Documents) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**MOTOROLA SOLUTIONS, INC.**

**CITY OF AUSTIN**

Traavis Boettcher  
Printed Name of Authorized Person

JAMES T. HOWARD  
Printed Name of Authorized Person

T. Boettcher  
Signature

[Signature]  
Signature

West Region Vice President  
Title:

IT PROCUREMENT MANAGER  
Title:

7-17-2018  
Date:

8/24 /18  
Date:

## Exhibit A Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be **Clay Cassard**, Phone: **512-924-3891**, Email: **clay.cassard@motorolasolutions.com**. The City's Contract Manager for the engagement shall be **Gary Wilks**, Phone: **512-972-3229**, Email: **gary.wilks@austintexas.gov**.

2. **Invoices.**

**Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

AE's preference is to have invoices emailed to: [CTMAPInvoices@austintexas.gov](mailto:CTMAPInvoices@austintexas.gov) or mailed to the below address:

	City of Austin
Department	CTM
Attn:	AP INVOICES
Address	1124 IH35
City, State, Zip Code	Austin, Texas 78767

For questions regarding your invoice/payment please contact the City's Contract Manager.

3. **Equal Opportunity.**

**3.1.1 Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

**3.1.2 Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Audits and Records.**

5.1.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all directly pertinent records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

5.1.2 Records Retention:

5.1.3 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration. In no circumstances will Contractor be required to create or maintain documents or a Record not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information or a Record, including but not limited to product cost data, which it considers confidential or proprietary.

5.1.3.1

5.1.3.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

5.1.3.3 The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

5.1.4 The Contractor shall include sections 5.1.1 and 5.1.2 above in all subcontractor agreements entered into in connection with this Contract.

7. **TRAVEL**: No travel, travel time, lodging or per diem expenses will be paid by the City.

8. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

**EXHIBIT C**  
**City of Austin, Texas**  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

#### **Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

#### **Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 17 day of July, 2018

CONTRACTOR  
Authorized  
Signature

Motorola Solutions  
[Signature]

Title

West Region Vice President



**EXHIBIT D**  
**City of Austin, Texas**  
**Section 0805**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Motorola Solutions

Signature of Officer or  
Authorized  
Representative:

T. Boettcher

Date:

7-17-2018

Printed Name:

Travis Boettcher

Title

West Region Vice President



July 20, 2018

Mr. Robert Turner

City of Austin  
301 West 2<sup>nd</sup> Street  
Austin, TX 78767

Dear Mr. Turner:

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the communications equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24352 are valid for contracts that are executed and returned to Motorola Solutions, Inc. on or before **August 29, 2018**. After **8/29/2018**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC

Attn: Bill Stancik / 44<sup>th</sup> Floor

500 W. Monroe

Chicago, IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC



# LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address CITY OF AUSTIN, a Texas Home-rule municipal corporation  
  
124 W. 8<sup>th</sup> St., Ste. 310  
Austin, TX 78701  
  
Attention: CTMAPInvoices@austintexas.gov  
  
Phone: 512-974-2500
2. Lessee County Location: Travis County, Texas
3. Federal Tax I.D. Number XXXXXXXXXX Governmental Agency-City; See Title 2 – State Taxation; Chapter 151 – Limited Sales, Excise, and Use Tax; Section 309 – Governmental Entities of the Texas State Tax Code.
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: \_\_\_\_\_
5. Equipment description that you would like to appear on your invoicing: \_\_\_\_\_

## Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
  
Phone: \_\_\_\_\_  
  
Fax: \_\_\_\_\_

7. Payment remit to address: **Motorola Credit Corp.**  
**P.O. Box 71132**  
**Chicago IL 60694-1132**

## EQUIPMENT LEASE-PURCHASE AGREEMENT

**Lease Number: 24352**

LESSEE:

CITY OF AUSTIN, a Texas home-rule municipal corporation  
124 W. 8<sup>th</sup> St., Ste. 310  
Austin, TX 78701

LESSOR:

Motorola Solutions, Inc.  
500 West Monroe  
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

**1. TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

**2. RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than thirty (30) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof and in this paragraph, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Notwithstanding the foregoing, notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Lessee may offset from any amounts owed hereunder the amounts due to Lessee by Lessor for any past due taxes or other indebtedness that the Lessee can demonstrate that Lessor has failed to pay after delivery of written notice and the expiration of any applicable cure periods. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational as outlined in the Contract between the City of Austin and Motorola Solutions, Inc. for the Purchase of Mobile Radios (the "Contract"). Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

**4. REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to the Contract covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY. NOTHING CONTAINED HEREIN SHALL PRECLUDE THE LESSEE FROM ENFORCING ANY WARRANTIES AFFORDED UNDER THE CONTRACT, AGAINST MOTOROLA SOLUTIONS INC. AS EQUIPMENT PROVIDER.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor.

**6. LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments may be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the

meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Subject to Lessee's rights under Section 5, Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding and Bond Commission requirements (as defined in the Code) where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon delivery of the Equipment to Lessee's designated site and upon Lessee's inspection and acceptance of the Equipment, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances,

insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor, with the consent of the Lessee and when accompanied by the Lessee's personnel, will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation. Such consent shall not be unreasonable withheld.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. To the extent that the Lessee cannot provide valid documentation to support its tax exempt status, Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand. However, it is the initial intent of the Lessor and Lessee that Federal excise taxes, State taxes, or Lessee sales taxes will not be included in the invoiced amount. Upon request, Lessee will furnish the appropriate tax exemption documentation which may include, but is not limited to a tax exemption certificate. To the extent that such exemption certificate is valid, under no circumstances shall Lessee be liable to pay Federal excise taxes, State taxes, or Lessee sales taxes under this Lease.

**12. RISK OF LOSS: DAMAGE; DESTRUCTION.** Upon Lessee's receipt, inspection, and acceptance of the Equipment as evidenced by the Lessee's completed and signed Delivery and Acceptance Certificate, Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

**13. INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. Lessee has been permitted to self-insure, and has furnished Lessor with a letter or certificate to such effect, which Lessor deems acceptable and sufficient to satisfy the requirements of this Section. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**14. INDEMNIFICATION.** Intentionally Omitted.

**15. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor, other than the setoff right against Lessor preserved in section 2 above. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code,



and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

**16. EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for thirty (30) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

**17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may, with the consent of the Lessee which shall not be unreasonably withheld and when accompanied by the Lessee's personnel, enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor, provided Lessor prevails in an action instituted for recovery of same.

**18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

**20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of the State of Texas. The venue for any dispute arising out of or relating to this Lease shall be in Austin, Travis County, Texas.

**22. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

**23. ENTIRE AGREEMENT; WAIVER.** This Lease, together with the Delivery and Acceptance Certificate, Exhibits D, E and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

No claim or right arising out of a breach of the Lease can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Lessor or Lessee of any one or more breaches or events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Lease, or an express or implied acceptance of any other existing or future breaches or defaults, whether of a similar or different character.

**24. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 24 day of August, 2018.

**LESSEE:**

**CITY OF AUSTIN**

By: \_\_\_\_\_

Name: JAMES T. HOWARD

Title: PROCURER and MGR

**LESSOR:**

**MOTOROLA SOLUTIONS, INC.**

By: \_\_\_\_\_

Name: Dan Pekofske

Title Vice President and Treasurer

**OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement #24352 dated August 24, 2018 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; and (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.

\_\_\_\_\_

An Assistant City Attorney for **CITY OF AUSTIN**

**SCHEDULE A**  
**EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A

Lease Number:  
**24352**

This Equipment Schedule dated as of August\_\_\_\_\_, 2018 is being executed by MOTOROLA SOLUTIONS, INC. ("Lessor") and **CITY OF AUSTIN** (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24352** dated as of August\_\_\_\_\_, 2018 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location: TX	

**Initial Term: 60 Months**

**Commencement Date: 8/15/2018**

**First Payment Due Date: 8/15/2019**

**5 Annual Payments of \$2,188,743.80** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

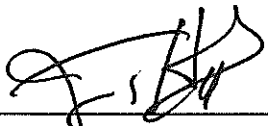
LESSEE:

**CITY OF AUSTIN**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
**JAMES T. HOWARD**  
**Procurement MGR**


LESSOR:

**Motorola Solutions, Inc.**

By: \_\_\_\_\_

Name: Dan Pekofske

Title: Vice President and Treasurer



# City of Austin (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 0.000%

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	8/15/2018	\$ 10,943,719.00	1		
2 Lease Payment	8/15/2019	\$ 2,188,743.80	5	Annual	8/15/2023

## AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	8/15/2018				\$ 10,943,719.00
1	8/15/2019	\$ 2,188,743.80	\$ -	\$ 2,188,743.80	\$ 8,754,975.20
2	8/15/2020	\$ 2,188,743.80	\$ -	\$ 2,188,743.80	\$ 6,566,231.40
3	8/15/2021	\$ 2,188,743.80	\$ -	\$ 2,188,743.80	\$ 4,377,487.60
4	8/15/2022	\$ 2,188,743.80	\$ -	\$ 2,188,743.80	\$ 2,188,743.80
5	8/15/2023	\$ 2,188,743.80	\$ -	\$ 2,188,743.80	\$ -
Grand Totals		\$ 10,943,719.00	\$ -	\$ 10,943,719.00	

### ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$9,879,494.74 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 3.51%. Such issue price and yield will be stated in the applicable Form 8038-G.

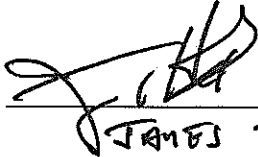
INITIAL INSURANCE REQUIREMENT: \$10,943,719.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

LESSEE:

CITY OF AUSTIN

By:



Name:

JAMES T. HOWARD

Title:

PARUL MGR

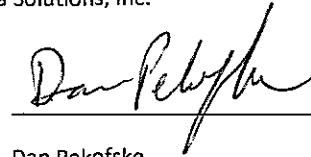
Date:

August 24, 2018

LESSOR:

Motorola Solutions, Inc.

By:



Name:

Dan Pekofske

Title:

Vice President and Treasurer

Date:

August \_\_\_\_\_, 2018



CERTIFICATE OF INCUMBENCY

I, Jannette Goodale do hereby certify that I am the duly elected or

(Signature of Secretary/Clerk )

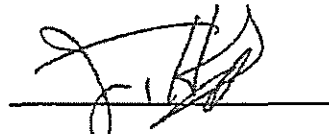
appointed and acting Secretary or Clerk of the CITY OF AUSTIN , an entity duly organized and existing under the laws of the State of Texas that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding offices set forth opposite of their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 24352 dated August 24, 2018, and Schedule A number 24352 dated August 24, 2018, between CITY OF AUSTIN and Motorola Solutions, Inc..

Name

Title

Signature

JAMES T. HOWARD PROCUREMENT MGR



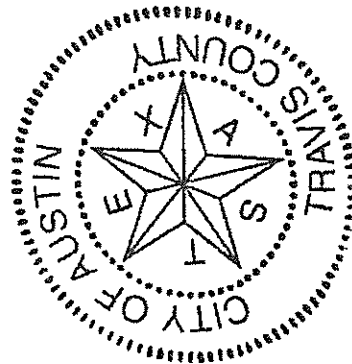
(Individual who signed Lease documents should be listed here and sign where applicable)

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of CITY OF AUSTIN , hereto this 23 day of August, 2018.

By:

Jannette A. Goodale  
(Signature of Secretary/Clerk)

SEAL



### EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24352** dated August\_\_\_\_\_, 2018 to that certain Equipment Lease Purchase Agreement number **24352** dated August\_\_\_\_\_, 2018 will be maintained by the **CITY OF AUSTIN** as stated in the Equipment Lease Purchase Agreement.

This insurance shall name MOTOROLA SOLUTIONS, INC. or its assignee as additional insured and loss payee for the term of the Schedule A number **24352** dated August\_\_\_\_\_, 2018.

This insurance is provided by:

\_\_\_\_\_  
Name of insurance provider

\_\_\_\_\_  
Address of insurance provider

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone number of insurance provider

In accordance with the Equipment Lease Purchase Agreement Number **24352** , **CITY OF AUSTIN** , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

**Lessee:**

**CITY OF AUSTIN**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: August\_\_\_\_\_, 2018

## STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment? This Equipment is used for public safety two-way voice radio communications on the Austin-Travis County Regional Radio System, a trunked, P25 radio system utilizing frequencies in the VHF (150 megahertz or MHz), 700 MHz, and 800 MHz bands. This equipment provides "mission-critical" two way voice communications capability for all City of Austin public safety and public service personnel.

2. Why is the equipment essential to the operation of **CITY OF AUSTIN**? All two-way radios on the Austin-Travis County Regional Radio System are intended to provide mission-critical communications capability and are essential to the City's public safety and public service missions. These radios are intended to replace equipment that will soon be at the end of its scheduled service life

3. Does the equipment replace existing equipment? Yes; portable radios currently used by Austin Police Department will not be supported by the manufacturer after December 31, 2018.

If so, why is the replacement being made? Current equipment is end of life and will not be supported by the manufacturer after December 31, 2018

4. Is there a specific cost justification for the new equipment? The manufacturer of the new portable radios is offering a no-cost lease-purchase and the manufacturer is given the City of Austin 29% discount off list pricing and a one-time incentive of \$1,592,119.31 for this purchase.

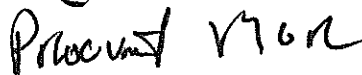
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years? Current fiscal year funding is in an existing capital improvement fund line item. Future fiscal years funding has been included in our 5 year forecast for CIP funds.

Lessee: **CITY OF AUSTIN**

By:



Its:



Date:

August 24, 2018

# EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date: August\_\_\_\_\_, 2018

Lease Schedule A Date: August\_\_\_\_\_, 2018

Equipment Lease Purchase Agreement No.: 24352 Lease Schedule A No. : 24352

## EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24352 dated August_____, 2018. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF AUSTIN

By: \_\_\_\_\_

Date: August 29, 2018

May substitute "Board minutes" authorizing the execution of the lease in lieu of this document.



# City of Austin

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August \_\_, 2018

Motorola Solutions, Inc. 2120 W. Braker Lane, Suite P  
Austin, TX 78758

RE: Portable Radio Equipment Lease

The City of Austin, a political subdivision as defined by the Texas Labor Code, is self-insured for all workers compensation and employer liability claims. As such, the City provides coverage for its employees as stipulated under the Texas Labor Code, Title 5 Workers' Compensation, Chapter 504. The City's workers' compensation program is administered through a third party administrator and adheres to rules and regulations established by the Texas Workers' Compensation Commission

The City of Austin is also self-insured for all third party liability coverage. As such the City has established a Liability Reserve Fund to pay for claims for which the City is legally liable. The City agrees to be fully and financially responsible for any loss, damage, injury or accident involving or resulting from use of the Equipment.

If a third party claim occurs it is reported to the claims investigators in the Law Department for investigation and resolution.

The City of Austin has all-risk property insurance through FM Global Insurance for all city owned and leased real and personal property. Claims associated with damage to City property should be reported to the City's Risk Management office at 512-974-3400.

Feel free to call Leslie Milvo at (512) 974-3245 if you have additional questions or concerns.

Sincerely,

Benny VandenAvond Risk Analyst

Human Resources Department City of Austin

*The City of Austin is committed to compliance with the Americans with Disabilities Act.*

*Reasonable modifications and equal access to communications will be provided upon request.*



## **EXHIBIT D**

### **City of Austin, Texas**

#### **NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Lessor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Lessors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Lessor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

### **City of Austin**

#### **Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Lessor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment

advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Lessor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Lessor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Lessor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Lessor's policy, but will also supersede the Lessor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE LESSOR SHALL PROVIDE THE CITY A COPY OF THE LESSOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE LESSOR FOR ALL PURPOSES WILL BE CONSIDERED THE LESSOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions such as suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

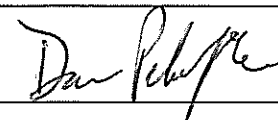
The Lessor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Lessor's separate conforming policy, which the Lessor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Lessor further agrees that, in consideration of the receipt of continued Lease payment, the Lessor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Lease.

Dated this \_\_\_\_\_ day of August, 2018

Lessor

Motorola Solutions, Inc.

Authorized  
Signature



Title

Vice President and Treasurer

**EXHIBIT E**

**City of Austin, Texas**

**Section 0805**

**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Lessor's Name: Motorola Solutions, Inc.

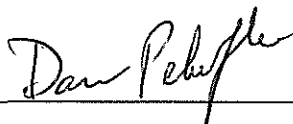
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Signature of Officer or

Authorized

Representative:

Date: August \_\_, 2018



Printed Name: Dan Pekofske

---

Title

Vice President and Treasurer

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## GOAL DETERMINATION REQUEST FORM

<b>Buyer Name/Phone</b>	Jim Howard	<b>PM Name/Phone</b>	Gary Wilks, 512-972-3229
<b>Sponsor/User Dept.</b>	CTM Wireless	<b>Sponsor Name/Phone</b>	N/A
<b>Solicitation No</b>	DIR Cooperative 125971	<b>Project Name</b>	Portable Radios
<b>Contract Amount</b>	\$15,374,471.00	<b>Ad Date (if applicable)</b>	N/A
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
This contract is for the purchase of 2100 Motorola Portable Radios in support of Austin Police Department officers. DIR-TSO-4101			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
No.			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
72574 Two-Way radio, Portable, Including Vehicle Radio (100%)			
Jim Howard		6/4/2018	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	6/4/2018	<b>Date Assigned to BDC</b>	6/4/2018
<b>In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

## GOAL DETERMINATION REQUEST FORM

**This determination is based upon the following:**

- |  |   |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs       | <input type="checkbox"/> No availability of M/WBEs                  |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs         | <input type="checkbox"/> Sufficient subcontracting opportunities    |
| <input type="checkbox"/> Sole Source                               | <input type="checkbox"/> Other                                      |

*If Other was selected, provide reasoning:*

**MBE/WBE/DBE Availability**

N/A

**Subcontracting Opportunities Identified**

N/A

Tracy Burkhalter

**SMBR Staff**

**Signature/ Date**

**SMBR Director or Designee**

**Date**

**Returned to/ Date:**

**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR PRODUCTS AND RELATED SERVICES**  
**MOTOROLA SOLUTIONS INC.**

**1. Introduction**

**A. Parties**

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Motorola Solutions Inc. (“Vendor”), with its principal place of business at 500 West Monroe Street, Chicago, Illinois 60661.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-426, on November 14, 2017, for Motorola Branded Products and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-426 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Communications Agreement; Appendix E, Service Terms and Conditions Agreement, Appendix F, Subscription Services Agreement; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-426, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-426, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with three (3) optional one-year renewal. Prior to expiration



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of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

### **3. Product and Service Offerings**

#### **A. Products**

Products available under this Contract are limited to Motorola branded products as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

#### **B. Services**

Services available under this Contract are limited to the technical services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

### **4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

### **5. DIR Administrative Fee**

**A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

### **6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly A Parker, CTPM, CTCM  
Director, Cooperative Contracts  
Department of Information Resources

300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-1647  
Facsimile: (512) 475-4759  
Email: [kelly.parker@dir.texas.gov](mailto:kelly.parker@dir.texas.gov)

If sent to the Vendor:

Mike Fink  
Motorola Solutions, Inc.  
500 West Monroe Street  
Chicago, Illinois 60661  
Phone: (512) 937-3521  
Email: [mike.fink@motorolasolutions.com](mailto:mike.fink@motorolasolutions.com)

**7. Shrink/Click-wrap License Agreement, Communications System Agreement, Service Terms and Condition Agreement, and Subscription Services Agreement**

**A. Shrink/Click-wrap License Agreement**

Shrink/Click-wrap License Agreement Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.

**B. Communications System Agreement**

Services provided under this Contract shall be in accordance with the Communications System Agreement as set forth in Appendix D of this Contract. No changes to the Communications System Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

**C. Service Terms and Conditions Agreement**

Services provided under this Contract shall be in accordance with the Service Terms and Conditions Agreement as set forth in Appendix E of this Contract. No changes to the Service Terms and Conditions Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

**D. Subscription Services Agreement**

Services provided under this Contract shall be in accordance with the Subscription Services Agreement as set forth in Appendix F of this Contract. No changes to the

Subscription Services Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

#### **E. Conflicting or Additional Terms**

In the event that conflicting or additional terms in Vendor Software License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

The foregoing requirements shall not be construed so as to negate Section 7.A concerning Shrink/Click Wrap License Agreements.

**8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

**A. Section 5, Intellectual Property Matter** is hereby restated in its entirety as follows:

This contract does not contemplate, authorize or support acquisition of custom software products or services. If Vendor and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this contract. If DIR and Motorola decide to authorize customized software or hardware products; then the intellectual property language applies.

**B. Section 8, Pricing, Purchase Orders, Invoices, and Payments, Subsection C. Customer Price, 3)** is hereby restated in its entirety as follows:

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers under this contract for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. This Contract shall be amended within ten (10) business days to reflect the lower price.

**C. Section 9, Contract Administration, Subsection C. Records and Audit, 3)** is hereby restated in its entirety as follows:

3) Vendor and/or Order Fulfillers shall grant access to all applicable purchase orders and invoices and other documents directly related to the Contract and necessary to properly account for all payments made to Vendor, and Vendor's contract performance and compliance, pursuant to the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. Except as otherwise specified, each party will bear its own cost in the performance of the audit.

None of the foregoing shall in any way define or limit the rights, powers, or prerogatives of the State Auditor.

**D. Section 10, Vendor Responsibilities, Subsection A. Indemnification, 2) ACTS OR OMISSIONS** is hereby restated in its entirety as follows:

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**E. Section 10, Vendor Responsibilities, Subsection A. Indemnification, 3) INFRINGEMENTS** is hereby restated in its entirety as follows:

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR and the CUSTOMER agree to furnish timely written notice to each other of any such claim. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. The defense shall be coordinated by VENDOR WITH THE Office of the Attorney General WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or

Vendor Contract No. \_\_\_\_\_

service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is noninfringing.

**F. Section 10, Vendor Responsibilities, Subsection N. Required Insurance Coverage** is hereby restated in its entirety as follows:

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. Motorola agrees to provide thirty (30) days written notice of termination or discontinuation of coverage. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include a limit of \$2,000,000 per occurrence and \$2,000,000 general aggregate for coverage A, B, & C including products/completed operations. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured;
- d) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

2) Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy

limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$250,000 per disease per employee.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation;
- b) Additional Insured.

**G. Section 11, Contract Enforcement, Subsection B. Termination, 1) Termination for Non-Appropriation, a) Termination for Non-Appropriation by Customer** is hereby restated in its entirety as follows:

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

**H. Section 11, Contract Enforcement, Subsection B. Termination, 3) Termination for Convenience** is hereby restated in its entirety as follows:

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days written notice; however, Customer will be responsible for paying Motorola for any Equipment delivered or Services performed through the date of termination.

**I. Section 11, Contract Enforcement, Subsection B. Termination, 4) Termination for Cause, b) Purchase Order** is hereby restated in its entirety as follows:

Customer or Order Fulfiller may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or

**Vendor Contract No. \_\_\_\_\_**

condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

(Remainder of page intentionally left blank)



Vendor Contract No. \_\_\_\_\_

This Contract is executed to be effective as of the date of last signature.

**MOTOROLA SOLUTIONS INC.**

**Authorized By:** Signature on File

**Name:** Chris Lonnett

**Title:** Vice President, Government Sales-Central Region

**Date:** 4/24/2018

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Hershel Becker

**Title:** Chief Procurement Officer

**Date:** 4/24/2018

**Office of General Counsel:** DB 4/24/2018



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

**- - Agency Special Instructions/Additional Requirements - -**

In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract\*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

## SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Motorola Solutions Inc State of Texas VID #: [REDACTED]  
Point of Contact: Mike Fink Phone #: 512-937-3521  
E-mail Address: mike.fink@motorolasolutions.com Fax #: 512-973-0295
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: DIR-TSO-TMP-426 Bid Open Date: 11/14/2017  
(mm/dd/yyyy)

Enter your company's name here: Motorola Solutions IncRequisition #: DIR-TSO-TMP-426**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☒ **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <b>do not</b> have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Installation and other services	22%	78%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract\*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

☐ **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Motorola Solutions Inc

Requisition #: DIR-TSO-TMP-426

**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <b>do not</b> have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Motorola Solutions Inc

Requisition #: DIR-TSO-TMP-426

**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

#### SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature on File

Signature

Christopher Lonvett

Printed Name

VP, Central Region

Title

1-31-2018

Date  
(mm/dd/yyyy)

#### Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

# HSP Good Faith Effort - Method A (Attachment A)

Rev. 2/17

Enter your company's name here: Motorola Solutions Inc

Requisition #: DIR-TSO-TMP-426

**IMPORTANT:** If you responded "Yes" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

## SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: Description: \_\_\_\_\_

## SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
Argent Associates Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No		\$ 500000	9%
Central Electric Enterprises and Company	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No		\$ 500000	9%
Bennett Management Solutions LLC	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No		\$ 350000	4%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
Crosspoint Communications	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 900000	23%
Bearcom Communications	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 800000	22%
South Texas Communications	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 550000	15%
Kay Electronics	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 400000	10%
Texas Communications	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 200000	5%
RZ Communications	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$ 125000	3%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

Enter your company's name here: Motorola Solutions Inc

Requisition #: DIR-TSO-TMP-426

**IMPORTANT:** If you responded "**No**" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code "**A**" signifies that the company is a Texas certified HUB.
- b.** List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d.** List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 2/17

Enter your company's name here: Motorola Solutions Inc

Requisition #: DIR-TSO-TMP-426

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.





We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Company Name:	Motorola Solutions Inc
Point-of-Contact:	Mike Fink
E-mail Address:	mike.fink@motorolasolutions.com

State of Texas VID #: [REDACTED]  
Phone #: 512-937-3521  
Fax #: 512-973-0295

Agency Name: _____		Phone #: _____	
Point-of-Contact: _____		Bid Open Date: _____	
Requisition #: <u>DIR-TSO-TMP-426</u>		<u>11/14/2017</u> (mm/dd/yyyy)	

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than \_\_\_\_\_ on \_\_\_\_\_.  
Central Time Date (mm/dd/yyyy)

*(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

**Appendix C Pricing Index  
DIR-TSO-4101  
Motorola Solutions, Inc.**

Motorola Branded Products				
Category	Subcategory	Product Description	Product Code	DIR Customer Discount % off MSRP *
CAD Equipment	Computer Aided Dispatch	Advanced Messaging	APC 068	10.00%
CAD Equipment	Computer Aided Dispatch	Advanced Messaging	APC 232	5.00%
CAD Equipment	Computer Aided Dispatch	CAD	APC 472	10.00%
CAD Equipment	Computer Aided Dispatch	CAD	APC 473	5.00%
CAD Equipment	Computer Aided Dispatch	CAD	APC 548	10.00%
CAD Equipment	Computer Aided Dispatch	CAD	APC 702	5.00%
CAD Equipment	Computer Aided Dispatch	CAD	APC 789	10.00%
CAD Equipment	Computer Aided Dispatch	CAD	APC 797	5.00%
CAD Equipment	Computer Aided Dispatch	CAD	APC 850	5.00%
CAD Equipment	Computer Aided Dispatch	CAD	APC 879	5.00%
CAD Equipment	Computer Aided Dispatch	CAD	APC 981	5.00%
CAD Equipment	Computer Aided Dispatch	PremierOne CAD	APC 020	5.00%
CAD Equipment	Computer Aided Dispatch	PremierOne CAD	APC 330	5.00%
CAD Equipment	Computer Aided Dispatch	PremierOne CAD	APC 333	10.00%
CAD Equipment	Computer Aided Dispatch	Radio IP	APC 039	5.00%
CAD Equipment	Computer Aided Dispatch	Records Management	APC 297	5.00%
Data	Data Applications	Auto License Plate	APC 041	10.00%
Data	Data Applications	Command Central Software	APC 138	10.00%
Data	Data Applications	Dell Laptops	APC 343	22.00%
Data	Data Applications	HPD	APC 153	15.00%
Data	Data Applications	IDP Services	APC 766	0.00%
Data	Data Applications	Intelligent Data Portal	APC 670	0.00%
Data	Data Applications	MVX	APC 040	15.00%
Data	Data Applications	Video Cameras	APC 041	10.00%
Data	Data Subscriber Device	MC35/MC50	APC 177	15.00%
Data	Data Subscriber Device	MW810	APC 736	22.00%
Data	Data Subscriber Device	Service	APC 185	0.00%
Data	Data Subscriber Device	Wireless LAN Ports/AP's	APC 855	10.00%
Dispatch	Dispatch Solutions	APX Desksets	APC 202	20.00%
Dispatch	Dispatch Solutions	Audio Accessories	APC 454	15.00%
Dispatch	Dispatch Solutions	Centracom	APC 228	30.00%
Dispatch	Dispatch Solutions	Centracom	APC 404	25.00%
Dispatch	Dispatch Solutions	Command Star/MC Series	APC 124	19.00%
Dispatch	Dispatch Solutions	Dropship	APC 207	25.00%
Dispatch	Dispatch Solutions	Dropship	APC 708	20.00%
Dispatch	Dispatch Solutions	Gold Series Flashes	APC 729	17.00%
Dispatch	Dispatch Solutions	Gold Series Headsets	APC 129	20.00%
Dispatch	Dispatch Solutions	ISSI	APC 226	15.00%
Dispatch	Dispatch Solutions	Logging/Astro-Tac	APC 229	24.00%
Dispatch	Dispatch Solutions	MCC Accessories	APC 706	20.00%
Dispatch	Dispatch Solutions	MCC Console	APC 443	25.00%
Dispatch	Dispatch Solutions	MCC5500	APC 322	20.00%
Dispatch	Dispatch Solutions	MIP5000	APC 740	20.00%
Dispatch	Dispatch Solutions	MND Products	APC 147	15.00%
Dispatch	Dispatch Solutions	Monitors	APC 415	10.00%
Dispatch	Dispatch Solutions	Motobridge	APC 524	10.00%
Dispatch	Dispatch Solutions	NG-911	APC 116	5.00%
Dispatch	Dispatch Solutions	NG-911	APC 116	5.00%
Dispatch	Dispatch Solutions	NG-911	APC 118	10.00%
Dispatch	Dispatch Solutions	NG-911	APC 139	5.00%
Dispatch	Dispatch Solutions	NG-911	APC 139	5.00%
Dispatch	Dispatch Solutions	NG-911	APC 831	10.00%
Dispatch	Dispatch Solutions	NG-911	APC 948	10.00%

Category	Subcategory	Product Description	Product Code	DIR Customer Discount % off MSRP *
Dispatch	Dispatch Solutions	NG-911 Licenses	APC 812	15.00%
Dispatch	Dispatch Solutions	NG-911 Service	APC 732	0.00%
Dispatch	Dispatch Solutions	Service	APC 185	0.00%
Dispatch	Dispatch Solutions	Service Shop Supplies	APC 261	5.00%
Dispatch	Dispatch Solutions	WAVE Technology	APC 520	10.00%
Dispatch	Dispatch Solutions	WAVE Technology	APC 660	10.00%
Dispatch	Dispatch Solutions	WAVE Technology	APC 892	10.00%
Fixed Data	Fixed Data Products	Data Controller/RNC	APC 403	15.00%
Fixed Data	Fixed Data Products	Data Subscriber	APC 455	15.00%
Fixed Data	Fixed Data Products	Fire Station Alerting	APC 708	20.00%
Fixed Data	Fixed Data Products	MOSCAD	APC 214	15.00%
Fixed Data	Fixed Data Products	MOSCAD	APC 275	15.00%
Fixed Data	Fixed Data Products	MOSCAD	APC 342	15.00%
Fixed Data	Fixed Data Products	MOSCAD	APC 382	15.00%
Fixed Data	Fixed Data Products	MOSCAD	APC 499	10.00%
Fixed Data	Fixed Data Products	NFM Products	APC 469	15.00%
Fixed Network	Fixed Network Equipment	Enterprise Terminals	APC 381	15.00%
Fixed Network	Fixed Network Equipment	PDG Software	APC 222	15.00%
Fixed Network	Fixed Network Equipment	Site Packages	APC 329	10.00%
Fixed Station	Fixed Station Accessories	Infrastructure Antennas	APC 457	20.00%
Fixed Stations	Fixed Station Accessories	Alt Building	APC 856	10.00%
Fixed Stations	Fixed Station Accessories	Analog Comparator	APC 273	10.00%
Fixed Stations	Fixed Station Accessories	Astro Comparator	APC 525	15.00%
Fixed Stations	Fixed Station Accessories	Astro DIU	APC 524	15.00%
Fixed Stations	Fixed Station Accessories	Dropship	APC 207	25.00%
Fixed Stations	Fixed Station Accessories	Smart X	APC 277	25.00%
Fixed Stations	Fixed Station Accessories	Transmission Line	APC 515	20.00%
Fixed Stations	Fixed Station Antenna Systems	Dropship	APC 207	25.00%
Fixed Stations	Fixed Stations	Astro Quantar	APC 509	25.00%
Fixed Stations	Fixed Stations	Data Base Station	APC 680	21.50%
Fixed Stations	Fixed Stations	DIU	APC 643	15.00%
Fixed Stations	Fixed Stations	Encryption	APC 811	5.00%
Fixed Stations	Fixed Stations	G-Series Products	APC 112	24.00%
Fixed Stations	Fixed Stations	Master Site/Astro	APC 424	15.00%
Fixed Stations	Fixed Stations	Misc Parts	APC 744	20.00%
Fixed Stations	Fixed Stations	Misc Site Equipment	APC 417	10.00%
Fixed Stations	Fixed Stations	MTR	APC 474	23.00%
Fixed Stations	Fixed Stations	MTR3000	APC 512	24.00%
Fixed Stations	Fixed Stations	Powerline LV	APC 881	15.00%
Fixed Stations	Fixed Stations	PR860	APC 005	20.00%
Fixed Stations	Fixed Stations	Quantar Astro Trunking	APC 301	20.00%
Fixed Stations	Fixed Stations	Quantar Receiver	APC 360	21.50%
Fixed Stations	Fixed Stations	Quantar Receiver	APC 590	21.50%
Fixed Stations	Fixed Stations	Quantar/Quantro	APC 225	10.00%
Fixed Stations	Fixed Stations	Quantar/Quantro	APC 448	20.00%
Fixed Stations	Fixed Stations	Small Systems	APC 425	15.00%
Fixed Stations	Fixed Stations	STR3000	APC 595	18.00%
Fixed Stations	Fixed Stations	SZ Intellirepeater	APC 537	25.00%
Fixed Stations	Fixed Stations	SZ Intellirepeater	APC 675	20.00%
Fixed Stations	Fixed Stations	Trunked Central Controller	APC 377	17.00%
Fixed Stations	Fixed Stations	Zone Manager	APC 281	18.50%
Fixed Wireless	Fixed Wireless	Broadband Peripherals	APC 947	15.00%
Fixed Wireless	Fixed Wireless Broadband	Canopy	APC 904	15.00%
Fixed Wireless	Fixed Wireless Broadband	Canopy Service	APC 904	15.00%
Fixed Wireless	Fixed Wireless Broadband	MESH	APC 075	5.00%
Fixed Wireless	Fixed Wireless Broadband	MESH	APC 800	5.00%
Fixed Wireless	Fixed Wireless Broadband	Point to Point	APC 224	15.00%
Fixed Wireless	Fixed Wireless Broadband	PTP Service	APC 910	15.00%

Category	Subcategory	Product Description	Product Code	DIR Customer Discount % off MSRP *
Fixed Wireless	Fixed Wireless Broadband	Special Applications	APC 015	20.00%
Fixed Wireless	Fixed Wireless Broadband	Wireless LAN/Symbol	APC 832	10.00%
Lifecycle Services	Lifecycle Services	Migration Assurance Program	APC 901	0.00%
Lifecycle Services	Lifecycle Services	SA	APC 905	0.00%
Lifecycle Services	Lifecycle Services	SMA	APC 902	0.00%
Lifecycle Services	Lifecycle Services	SUA/SUA II	APC 903	0.00%
Lifecycle Services	Lifecycle Services	SUS	APC 904	0.00%
LTE	LTE	Applications	APC 059	10.00%
LTE	LTE	Applications	APC 061	10.00%
LTE	LTE	Battery Backup	APC 708	20.00%
LTE	LTE	BTE	APC 052	10.00%
LTE	LTE	Core	APC 055	10.00%
LTE	LTE	CSI Material	APC 985	0.00%
LTE	LTE	Device Manager	APC 056	10.00%
LTE	LTE	Dongle	APC 058	5.00%
LTE	LTE	Dropship	APC 066	10.00%
LTE	LTE	HSS/PCRF	APC 054	10.00%
LTE	LTE	Local Technical Support	APC 984	0.00%
LTE	LTE	LTE	APC 375	0.00%
LTE	LTE	MME, SGW, PGW	APC 053	10.00%
LTE	LTE	Network Airtime	APC 989	0.00%
LTE	LTE	PDA Handheld	APC 065	10.00%
LTE	LTE	PSIG	APC 063	10.00%
LTE	LTE	Site	APC 051	10.00%
LTE	LTE	Vehicular Modem	APC 057	10.00%
Maintanance	Maintanance	CAD	APC 983	0.00%
Maintanance	Maintanance	SMA	APC 823	0.00%
Mobile Applications	Mobile Applications Software	CAD	APC 879	10.00%
Mobiles	Mobile Accessories	Misc Accessories	APC 644	19.00%
Mobiles	Mobile Accessories	Mobile Antennas	APC 554	15.00%
Mobiles	Mobile Stations	APX1500	APC 466	27.00%
Mobiles	Mobile Stations	APX1500/APX4500	APC 471	27.00%
Mobiles	Mobile Stations	APX4000	APC 426	27.00%
Mobiles	Mobile Stations	APX6500	APC 527	27.00%
Mobiles	Mobile Stations	APX7000	APC 655	27.00%
Mobiles	Mobile Stations	APX7500/APX8500	APC 656	27.00%
Mobiles	Mobile Stations	APX7500/APX8500	APC 681	27.00%
Mobiles	Mobile Stations	APX Options	APC 652	27.00%
Mobiles	Mobile Stations	APX Options	APC 761	27.00%
Mobiles	Mobile Stations	Astro Consolette	APC 374	19.00%
Mobiles	Mobile Stations	CDM1250	APC 109	26.50%
Mobiles	Mobile Stations	CDM1550	APC 792	20.00%
Mobiles	Mobile Stations	CDM750	APC 103	26.50%
Mobiles	Mobile Stations	CM200/CM300	APC 922	20.00%
Mobiles	Mobile Stations	DVR	APC 571	15.00%
Mobiles	Mobile Stations	GM300	APC 159	20.00%
Mobiles	Mobile Stations	M1225	APC 869	20.00%
Mobiles	Mobile Stations	Maratrac	APC 776	20.00%
Mobiles	Mobile Stations	Mobile Accessories	APC 189	19.00%
Mobiles	Mobile Stations	MOTOTRBO	APC 038	10.00%
Mobiles	Mobile Stations	MOTOTRBO	APC 484	10.00%
Mobiles	Mobile Stations	PAC-RT, VRS750	APC 287	10.00%
Mobiles	Mobile Stations	XTL1500	APC 775	16.50%
Mobiles	Mobile Stations	XTL2500	APC 514	25.00%
Mobiles	Mobile Stations	XTL2500	APC 518	25.00%
Mobiles	Mobile Stations	XTL5000	APC 276	25.00%
Mobiles	Mobile Stations	XTL5000	APC 500	25.00%
Mobiles	Mobile Stations	XTL5000	APC 585	25.00%

Category	Subcategory	Product Description	Product Code	DIR Customer Discount % off MSRP *
MOTOTRBO	MOTOTRBO	Applications	APC 475	10.00%
MOTOTRBO	MOTOTRBO	Applications	APC 516	10.00%
MOTOTRBO	MOTOTRBO	Controller	APC 557	10.00%
MOTOTRBO	MOTOTRBO	Controller	APC 563	10.00%
MOTOTRBO	MOTOTRBO	Infrastructure	APC 422	10.00%
MOTOTRBO	MOTOTRBO	Portables	APC 777	10.00%
Network Products	Network Products	Dropship	APC 207	25.00%
Network Products	Network Products	Microwave Radio	APC 131	15.00%
Network Products	Network Products	MND Products	APC 147	15.00%
Network Products	Network Products	Network Security	APC 708	20.00%
Network Products	Network Products	UNS	APC 232	10.00%
Pagers/Receiver	Pagers/Receiver	Advisor II	APC 169	20.00%
Pagers/Receiver	Pagers/Receiver	Encoders	APC 839	15.00%
Pagers/Receiver	Pagers/Receiver	Infrastructure	APC 941	15.00%
Pagers/Receiver	Pagers/Receiver	Minitor Parts	APC 940	15.00%
Pagers/Receiver	Pagers/Receiver	Minitor Products	APC 136	15.00%
Pagers/Receiver	Pagers/Receiver	Pagers	APC 452	15.00%
Pagers/Receiver	Pagers/Receiver	Paging	APC 361	15.00%
Pagers/Receiver	Pagers/Receiver	Paging	APC 361	15.00%
Portable Radios	APX Accessories	APX Body Cam Si500	APC 032	20.00%
Portable Radios	APX Accessories	APX Body Cam Si500	APC 128	20.00%
Portable Radios	APX Accessories	APX Body Cam Si500	APC 206	20.00%
Portable Radios	APX Accessories	APX Portable Accessories	APC 187	27.00%
Portable Radios	APX Accessories	Misc Accessories	APC 785	25.00%
Portable Radios	APX Accessories	Misc APX Accessories	APC 742	27.00%
Portable Radios	APX Accessories	Misc APX Accessories	APC 795	27.00%
Portable Radios	APX Accessories	Misc APX Accessories	APC 798	27.00%
Portable Radios	APX Accessories	Misc APX Accessories	APC 837	27.00%
Portable Radios	APX Portable	APX Options	APC 655	27.00%
Portable Radios	APX Portable	APX4000	APC 426	27.00%
Portable Radios	APX Portable	APX6000 Basic	APC 755	25.00%
Portable Radios	APX Portable	APX6000/APX7000	APC 481	27.00%
Portable Radios	APX Portable	APX6000XE	APC 756	27.00%
Portable Radios	APX Portable	APX8000	APC 579	27.00%
Portable Radios	APX Portable	APX900/APX1000	<b>APC 837</b>	27.00%
Portable Radios	APX Service	APX Service Extension	APC 185	0.00%
Portable Radios	Portable Radios	HT1250	APC 729	33.50%
Portable Radios	TRBO	TRBO Radio 158 Portfolio	APC 032	25.00%
Portable Radios	TRBO	TRBO Radio CDM Portfolio	APC 001	25.00%
Portable Radios	TRBO	TRBO Radio CP Portfolio	APC 018	25.00%
Portable Radios	TRBO	TRBO Radio CP Portfolio	APC 158	25.00%
Portable Radios	TRBO	TRBO Radio EX Portfolio	APC 004	25.00%
Portable Radios	TRBO	TRBO Radio HT Portfolio	APC 008	25.00%
Portable Radios	TRBO	TRBO Radio HT Portfolio	APC 672	25.00%
Portable Radios	TRBO	TRBO Radio HT Portfolio	APC 749	25.00%
Portable Radios	TRBO	TRBO Radio HT Portfolio	APC 841	25.00%
Portable Radios	TRBO	TRBO Radio PM Portfolio	APC 483	25.00%
Portable Radios	TRBO	TRBO Radio PM/CM Portfolio	APC 019	25.00%
Portable Radios	TRBO	TRBO Radio Portfolio	APC 037	25.00%
Portable Radios	TRBO	TRBO Radio Portfolio	APC 087	25.00%
Portable Radios	TRBO	TRBO Radio PR Portfolio	APC 442	25.00%
Portable Radios	TRBO	TRBO Radio PR Portfolio	APC 626	25.00%
Portable Radios	XTS	XTS1500	APC 726	25.00%
Professional Services	Training	Training	APC 293	0.00%
Secure Solutions	ASTRO	ASTRO Comparator	APC 525	15.00%
Secure Solutions	ASTRO	ASTRO DIU	APC 524	15.00%
Security	Network Security	Network Security Monitoring	APC 519	0.00%
Security	Security Update	Security Update	APC 519	0.00%

Category	Subcategory	Product Description	Product Code	DIR Customer Discount % off MSRP *
Service	Dispatch Service	Dispatch Service	APC 006	5.00%
Service	Dispatch Service	Dispatch Service	APC 768	0.00%
Service	Maintenance	Network Preventive & Onsite Infrastructure Response	APC 769	0.00%
Service	Maintenance	Service Maintenance	APC 561	0.00%
Service	Maintenance	Services	APC 929	0.00%
Service	Maintenance	Services/Training	APC 293	0.00%
Service	Maintenance	SUAll	APC 769	0.00%
Service	Maintenance	Technical Support	APC 772	0.00%
Software Upgrades	Flashport	Flashport Software	APC 430	27.00%
Software Upgrades	Flashport	Infrastructure Software	APC 195	27.00%
Software Upgrades	Flashport	Radio Subscription Software	APC 371	0.00%
Test Equipment	Test Equipment	Service Shop Supplies	APC 262	20.00%
Test Equipment	Test Equipment	Shop Supplies	APC 854	5.00%
Trunking	Trunking Products and Services	Central Controller	APC 377	17.00%
Trunking	Trunking Products and Services	Commport	APC 115	10.00%
Trunking	Trunking Products and Services	Dropship	APC 708	20.00%
Trunking	Trunking Products and Services	Fixed Data	APC 085	15.00%
Trunking	Trunking Products and Services	G-Series Products	APC 112	24.00%
Trunking	Trunking Products and Services	MTR2000 Trunking	APC 593	23.00%
Trunking	Trunking Products and Services	PDG Hardware	APC 495	15.00%
Trunking	Trunking Products and Services	Smartnet Controller	APC 277	25.00%
Trunking	Trunking Products and Services	Wireless Valley Software	APC 039	5.00%
Trunking	Trunking Products and Services	Zone Controller	APC 280	25.00%
Trunking	Trunking Products and Services	Zone Manager Interface	APC 281	18.50%
Trunking	Trunking Products and Services	Zone Manager Software	APC 877	18.50%
Video Solutions	Fixed Video	Camera's	APC 488	10.00%
Video Solutions	ILPS	Real Time Crime Center	APC 080	10.00%
Video Solutions	ILPS	RTVI	APC 002	10.00%
Warranty	Additional Warranty	Additional video warranty	APC 964	0.00%
Wireless Mobility	Canopy Wireless	Point to Point	APC 606	15.00%
Wireless Mobility	Licensed	Point to Point	APC 908	20.00%
Wireless Mobility	Unlicensed	Point to Point	APC 907	20.00%
Wireless Mobility	Wireless LAN	Point to Point	APC 832	10.00%

**\*Important Note: Vendors quote to DIR customers shall include the DIR administrative fee. The fee will be added after discount off MSRP is applied.**