

BACKUP DISPATCH SITE

NORTH RICHLAND HILLS, TX

DECEMBER 13, 2023

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December 13, 2023

Mr. Jeff Garner Asst. Chief, North Richland Hills Police Department 4301 City Point Dr North Richland Hills, TX 76180

Subject: Backup Dispatch Console Site

Dear Asst. Chief Garner,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide the City of North Richland Hills with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will address your needs and provide exceptional value.

To best meet the functional and operational specifications of this solicitation, two options are presented for consideration. Option one is to add a proxy server to the City's existing dispatch site and one MCC7500E dispatch console installed at Fire Station Five. Option two is for a standalone dispatch console site with one MCC7500E console installed at Fire Station Five.

This proposal is subject to the terms and conditions of the Texas DIR-TSO-4101 contract and applicable Addenda and Exhibits, and remains valid until April 26th, 2024. North Richland Hills may accept this proposal by returning to Motorola Solutions a signed copy of the proposal and applicable Addenda, or issuing a purchase order specifically referencing "Subject to the terms and conditions of the Proposal and applicable Addenda, and the terms and conditions of the Texas DIR-TSO-4101." Alternatively, Motorola would be pleased to address any concerns the City may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Casey Moore, at 817-368-8683.

We thank you for the opportunity to furnish the City of North Richland Hills with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Brad Rice

Area Sales Manager Motorola Solutions, Inc.

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SYSTEM DESCRIPTION

1.1 SYSTEM OVERVIEW

Motorola Solutions, Inc. (Motorola Solutions) is pleased to propose our MCC7500E dispatch console to provide North Richland Hills with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

Motorola Solutions designs its consoles to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides the City of North Richland Hills with sophisticated network management and easy migration to future capabilities.

Motorola has included the following with this proposal:

ASTRO Core:

- One (1) 5-Pack of MCC 7500E Console Position Licenses
- One (1) 10-Pack of UNC Device Licenses

ORNI Dispatch Position:

- One (1) Command Central Hub, Basic Model
- One (1) HP Z2 G9 Workstation
- Two (2) MCC Series Desktop Speakers
- One (1) Logitech Speaker Set (Instant Recall Recorder Speakers)
- One (1) USB Sound Card
- One (1) USB Headset Base w/ PTT
- One (1) USB Dual-Action Footswitch
- One (1) Desktop Gooseneck Microphone
- Four (4) Noise Cancelling Headsets
- One (1) 24" Non-Touch Monitor



Primary Dispatch Site – Backroom:

- One (1) HP Z2 G9 Workstation
- One (1) PRX 7000 Proxy Server Software
- One (1) 10-Pack of Proxy User Licenses
- One (1) Juniper CEN Firewall

1.2 DISPATCH CONSOLE CONFIGURATION

The proposed console system will interface into NRH's primary dispatch site, where a proxy server and firewall will be installed to facilitate the outside-radio-network-interface (ORNI) connection. The proposed solution offers NRH one (1) MCC 7500e dispatch console position and will interface into the installed proxy server. A brief summary is below:

ORNI Dispatch Positions

This Motorola proposed console system will allow North Richland Hills to use Fire Station #5 for backup dispatching operations but will still require the primary dispatch site to be operational from a power and networking standpoint. This ORNI proposal includes licensing for up to 5 console positions, 10 proxy connections, the server hardware to be installed at the primary dispatch site and one console position.

1.2.1 Maintenance Services

To keep the network working according to specifications, Motorola Solutions is providing the services described in the following sections. Motorola Solutions will combine these services with other packages we provide to North Richland Hills. Our experienced personnel will work together to coordinate service tasks across the North Richland Hills public safety solution.

Availability Reports

Motorola Solutions targets the service levels described in the ASTRO 25 Connectivity Service Statement of Work. To help North Richland Hills compare network performance with service goals, Motorola Solutions will provide regular operations reports.

Backhaul Event Monitoring

Through constant link monitoring, Motorola Solutions will be able to respond promptly to problems that arise. As part of this service, support staff will continuously monitor the North Richland Hills network for issues. If they detect an event, support staff will alert and mobilize teams to address that event, minimizing disruption.

Remote Technical Support

In addition to proactive monitoring support, Motorola Solutions will provide access to technical support staff. If North Richland Hills users need assistance, they will be able to call or email support staff for expert information. Support staff will escalate reported issues as needed to resolve them.



On-site Response

When resolving an issue requires physical access to hardware, Motorola Solutions will dispatch resources to the North Richland Hills location. Motorola Solutions will contact the North Richland Hills field service technicians to provide hands-on support to restore the system. Support personnel will restore the system by diagnosing errors and exchanging defective components with spare equipment.

Software Updates

The ASTRO 25 Connectivity Service can add new security measures and capabilities over time. Motorola Solutions will provide updates and patches to the North Richland Hills ASTRO 25 Connectivity Service components. This protects them with the latest security updates and keeps them compatible with new features.

DISPATCH CONSOLE SOLUTION COMPONENTS 1.3

The proposed components are connected together and to the rest of the ASTRO 25 system on an IP network through console site routers and switches. The console functions as an integrated component of the total radio system and fully participates in system-level features, such as end-to-end encryption and Agency Partitioning.

The console connects directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based dispatch position without additional centralized electronics.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

1.3.1 **MCC7500E Console Operator Position**

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in the figure titled "MCC7500E Dispatch Position." The following list describes the components included in the proposed configuration.

THE MCC 7500E DISPATCH CONSOLE



Figure 1-1: MCC 7500E Dispatch Position supports multiple accessories.

Command Central Hub (PC)

The Command Central Hub is included with the dispatch position is Windows-based and certified by Motorola Solutions.

Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

Desktop Speakers

Two audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

Headset Jack

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

Headset

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base.

Gooseneck Microphone

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Footswitch

Each dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

Redundant Ethernet Connection

The optional redundant Ethernet connections increase MCC 7500E console availability by protecting against the loss of multiple dispatch positions. In the event of a LAN switch failure, the system will automatically detect and switchover with no manual intervention required. Dispatching operations will not be interrupted.



1.4 ORNI CONNECTION REQUIREMENTS

To assist the dispatch user, the MCC 7500E Network Status Tool tests network quality and alerts the user to any real-time changes in the network status such as delay, jitter, and packet loss information that could affect console performance. This application is used both by the dispatch console and the PRX 7000 proxy application. For ORNI MCC 7500E Dispatch Console installations the console dispatch status application is further used to configure the PRX 7000 Proxy Server connections to be used by the console itself. Up to five (5) PRX 7000 connections can be configured per dispatch position in the application, for backup in case the current connection is not available. Once configured, only one connection can be accessed at any time.

When deployed outside the ASTRO 25 Network (Outside the Radio Network Interface, ORNI), the MCC 7500E Dispatch Console relies on the quality of the customer network to meet required standards for network availability and quality. The MCC 7500E can support a maximum of 60 simultaneous audio streams regardless of the licenses or assigned audio resources. With that advantage it is advised that ORNI networks be evaluated with this in mind when using ORNI dispatch positions. It is a customer responsibility to provide connectivity (preferably a VPN tunnel) to the IT edge of the Control Room Firewall which, in the case of North Richland Hills, is either a Fortinet Firewall or a Juniper SRX Firewall. More networking specificity can be provided during the implementation stage of the project when Motorola Solutions Post-Sale Engineers or System Integration Specialists can identify more information about the networks present between the console positions and the proxy server. The minimum recommended parameters of the requisite connection are below:

Site Name	Minimum Bandwidth Guarantee (CIR) in each direction	Traffic Priority (Class of Service)	Packet Loss Ratio	Max. 1- way Latency	Max. 1- way Jitter	Maximum End-to-End Path Restoration (within the network)	Availability
NRH Remote Dispatch	10 Mbps	Highest	1%	20 ms	10 ms	1.2 sec	99.999%

STATEMENT OF WORK

2.1 OVERVIEW

As part of the implementation, Motorola's general responsibilities will include:

- Perform the installation of the Motorola supplied equipment described above.
- Schedule the implementation in agreement with City of North Richland Hills
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide North Richland Hills with the appropriate system interconnect specifications.

2.2 WORK BREAKDOWN STRUCTURE

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	North Richland Hills	
PROJECT INITIATION			
Contract Finalization and Team Creation			
Execute contract and distribute contract documents.	X	X	
Assign a Project Manager as a single point of contact.	Х	Х	
Assign resources.	Х	Х	
Schedule project kickoff meeting.	Х	Х	
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.			
Project Administration			
Ensure that project team members attend all meetings relevant to their role on the project.	Х	Х	
Set up the project in the Motorola Solutions information system.	X		
Record and distribute project status meeting minutes.	X		
Maintain responsibility for third-party services contracted by Motorola Solutions.	Х		
Complete assigned project tasks according to the project schedule.	х	Х	

Tasks	Motorola Solutions	North Richland Hills
Submit project milestone completion documents.	Х	
Upon completion of tasks, approve project milestone completion documents.		Х
Conduct all project work Monday thru Friday, 8 a.m. to 5:00 p.m.	X	Х
Deliverable: Completed and approved project mile	estones throughout the pr	oject.
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	Х	Х
Schedule Design Review.	X	Х
Deliverable: Completed project kickoff and s	cheduled Design Review.	
Design Review		
Review the Customer's operational requirements.	Х	Х
Present the system design and operational requirements for the solution.	x	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	Х	
Validate that Customer sites can accommodate proposed equipment.	Х	Х
Provide approvals required to add equipment to proposed existing sites.		Х
Review safety, security, and site access procedures.	X	X
Present equipment layout plans and system design drawings.	X	
Provide link specifications and demarcation points.	Х	
Provide link that meets specification demarcation point 15 ft from equipment.		Х
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		Х
Provide frequency and radio information for each site.		Х
Assume liability and responsibility for providing all information necessary for complete installation.		Х
Assume responsibility for issues outside of Motorola Solutions' control.		Х
Review and update design documents, including System Description, Statement of Work, Project Schedule, and	х	

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Tasks	Motorola Solutions	North Richland Hills	
Coordinate receipt of and inventory solution equipment with designated contact.	Х	riiis	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X		
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X	
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	Х		
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X	
Connect installed equipment to the provided ground system.	X		
Label equipment, racks, and cables.	X		
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X		
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X		
Remove, transport, and dispose of old equipment.		X	
Deliverable: Equipment in	stalled.		
Console Installation and Configuration			
Install PC workstation w/ keyboard and mouse, and monitor (customer provided)	Х		
Install consoles and the purchased peripheral equipment in accordance with R56 standards and state/local codes.	Х		
Develop templates for console programming.	X		
Perform console programming and configuration.	Х		
Deliverable: Console equipment insta	allation completed.		
SYSTEM OPTIMIZATION AND TESTING			
R56 Site Audit			
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	Х		
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.			
Solution Optimization			
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	Х		
Verify that all audio and data levels are at factory settings.	Х		

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Tasks	Motorola Solutions	North Richland Hills		
Verify communication interfaces between devices for proper operation.	X			
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	х			
Deliverable: Completion of System Optimization.				
Functional Acceptance Testing				
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	Х			
Witness the functional testing.	X	X		
Document all issues that arise during the acceptance tests.	X			
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	х			
Resolve any minor task failures before Final System Acceptance.	X			
Document the results of the acceptance tests and present for review.	X			
Review and approve final acceptance test results.		X		
Deliverable: Completion of functional testing a	and approval by Custome	er.		
PROJECT TRANSITION				
Training - Consoles				
Finalize schedule for training coursework.	X			
Provide training facility.		Х		
Ensure that the training participants fulfill course prerequisites.		Х		
Attend proposed training classes.		Х		
Deliverable: Training coursewor	k completed.			
Cutover				
Finalize Cutover Plan.	Х	Х		
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	Х			
Notify the personnel affected by the cutover of the date and time planned for cutover.		Х		
Provide ongoing communication with users regarding the project and schedule.	Х	Х		

Tasks	Motorola Solutions	North Richland Hills
Cut over users and ensure that consoles are operating on system.		Х
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	Х	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		Х
Deliverable: Migration to new system completed,	and punchlist items reso	olved.
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	Х	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	Х	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	Х	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		Х
Deliverable: Service information delivered ar	nd approved by Custome	r
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	Х	
Provide system drawings. Drawings will be delivered in Adobe PDF format.	Х	
Receive and approve documentation.		X
Execute Final Project Acceptance.	Х	Х
Deliverable: All required documents are provided and a	approved. Final Project A	cceptance.

2.3 **ASSUMPTIONS**

Motorola has made several assumptions in preparing this proposal, which are noted below. In case of any deviation from the below assumptions, a change order might be required.

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m. In some cases, Motorola's subcontractors will work Monday through Friday 7:00 a.m. to 6:00 p.m.
- For documentation requiring customer approval, the proposed documentation review period will be five (5) business days. At the end of the five (5) day period, the submittal shall be formally approved, or returned with comment to be considered. Failure to meet this five (5) business day limit shall grant Motorola one (1) additional business day to our contractual performance schedule for each business day of delay, and shall be handled via the change order process as applicable.
- For documentation requiring customer approval, there shall be up to two (2) revisions per documentation package submittal, additional revisions will be handled via the change order process.
- Under no circumstances will either party be responsible for delays or lack of performance resulting from events beyond the reasonable control of that party ("Excusable Delays"). Such events include, but are not limited to, acts of God, weather conditions, compliance with laws and regulations (excluding Customer's failure to properly and timely apply for all required FCC licenses), governmental action, bid protests, fire, strikes, lock-outs, and other labor disruptions, material shortages, riots, acts of war, and an Excusable Delay of a Motorola subcontractor.
- Any upgrades of the facilities will be a City of North Richland Hills responsibility including grounding, R56 upgrades etc.
- City of North Richland Hills will provide backup power for the dispatch site.
- The City will provide the space, furniture and electrical connections for the new 7500e operator positions as well as the backroom electronics in the existing dispatch center facility.
- The City will provide a dedicated delivery point—such as a warehouse—for receipt, inventory, and storage of equipment prior to delivery to the site.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola receiver(s). Should the customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- The Customer will provide any required system interconnections not specifically outlined here. These may include dedicated phone circuits, or other types of connectivity to the primary dispatch site.
- North Richland Hills is to provide a KVM and/or peripherals for the proxy server should they desire them.
- The customer is responsible for providing network jacks (2) under the desk where the console is to be installed.



ADVANCED PLUS SERVICES

3.1 ADVANCED PLUS SERVICES OVERVIEW

In order to ensure the continuity of the customer's dispatch's network and reduce system downtime Motorola proposes our Advanced Plus Services offering to the City of North Richland Hills for the first warranty year. Appropriate for customers who wish to leverage Motorola's experienced personnel to maintain mission-critical communications for their first responders, Advanced Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and onsite support. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Network Event Monitoring.
- Onsite Support.
- Annual Preventative Maintenance.
- Network Hardware Repair.
- Security Monitoring.
- Network Updates.

These services will be delivered to the City of North Richland Hills the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within Motorola's Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards.

The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

3.2 SYSTEM UPGRADE AGREEMENT II

The System Upgrade Agreement II (SUA II) service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, SUA II keeps NRH ASTRO 25 network compatible with expansion elements, as well as new products or features. With SUA II, The NRH network will remain on a release that qualifies for support services.

Motorola Solutions will deliver SUA II in two-year periods, with up to one update in each period. The SUA II service includes the following:

 Software Release Updates - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.

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- Hardware Update When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** Motorola Solutions will plan and implement updates at NRH sites. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, North Richland Hills will have access to the technology, support, and planning expertise needed for an effective upgrade.

Motorola has made several assumptions in preparing this proposal, which are noted below. In case of any deviation from the below assumptions, a change order might be required.

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m. In some cases, Motorola's subcontractors will work Monday through Friday 7:00 a.m. to 6:00 p.m.
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 performance resulting from events beyond the reasonable control of that party
 ("Excusable Delays"). Such events include, but are not limited to, acts of God, weather
 conditions, compliance with laws and regulations (excluding Customer's failure to
 properly and timely apply for all required FCC licenses), governmental action, bid
 protests, fire, strikes, lock-outs, and other labor disruptions, material shortages, riots,
 acts of war, and an Excusable Delay of a Motorola subcontractor.
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- North Richland Hills is to provide a KVM and/or peripherals for the proxy server should they desire them.

The customer is responsible for providing network jacks (2) under the desk where the console is to be installed. December 13, 2023

PRICING SUMMARY

Motorola is pleased to provide pricing for the proposed equipment and services to the City of North Richland Hills.

ORNI dispatch console position at Fire Station 5 using proxy server connection.

Description	Total	
Equipment and Software Licenses – MCC7500E dispatch console, proxy server, networking equipment	\$74,594.00	
Professional Services - Project Management, Engineering, Installation, Configuration, Optimization, and Documentation	\$103,999.00	
Year 1 Warranty	Included	
DIR-TSO-4101Contract Discount	(\$14,004.00)	
System Total	\$164,589.00	

The lifecycle services price estimate is provided below for budgetary and planning purposes and not included with this proposal.

Lifecycle Services	SUA-II	Maintenance	Total
Year 2	\$6,432.00	\$12,718.00	\$19,150.00
Year 3	\$6,619.00	\$13,226.00	\$19,845.00
Year 4	\$6,814.00	\$13,775.00	\$20,589.00
Year 5	\$7,017.00	\$14,306.00	\$21,323.00

Motorola Solutions Confidential Restricted

CONTRACTUAL **DOCUMENTATION**

This proposal is subject to the terms and conditions of Texas DIR-TSO-4101 Contract and applicable Addenda and Exhibits, and remains valid until April 26th, 2024. North Richland Hills may accept this proposal by returning to Motorola Solutions a signed copy of the proposal and applicable Addenda, or issuing a purchase order specifically referencing "Subject to the terms and conditions of the Proposal and applicable Addenda, and the terms and conditions of the Texas DIR-TSO-4101."

Data Location

Disclaimer: Data for the State of Texas Customer may be exported by Provider if (1) access is needed for internal business purposes such as processing orders or invoices to Poland, or (2) access to City Data is necessary to enable third tier development support personnel located in Denmark, Poland, India or Malaysia to perform fixes or other remedial services associated with the products and services purchased hereunder.

Product Accessibility

Disclaimer: Motorola provides products geared towards law enforcement professionals in their day-to-day operations and as such, our mobile video products are provided to work in and be supported in that environment. This Agreement encompasses a large variety of products, and as such accessibility for mobile video products may vary based on it's environment and function, as such the accessibility requirements in this section shall not apply to Mobile Video Products. To the extent that accessibility standards could be applicable and/or commercially feasible for the applicable products and their environment, the DIR agencies may request that Motorola either provide the most recent VPAT assessment (if available), complete a VPAT assessment in a reasonable timeframe, or respond to an accessibility information requests within in reasonable timeframe.

PAYMENT TERMS

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

- 1. 25% of the Contract Price due upon contract execution (due upon effective date);
- 2. 60% of the Contract Price due upon shipment of equipment from Staging;
- 3. 10% of the Contract Price due upon installation of equipment; and
- 4. 5% of the Contract Price due upon Final Acceptance.

For Lifecycle Support Plan and Subscription Services:

Motorola will invoice Customer annually in advance of each year of the plan

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

In accordance with the State of Texas DIR Contract # DIR-TSO-4101, Appendix A Section 8. H., Customer and Motorola agree that this proposal represents the purchase order required for contract performance or for subsequent years of service and indicates that sufficient funds have been appropriated in accordance with applicable law for this system purchase with 4 years of lifecycle services order of \$[Amount to be entered based on option selected]. Customer and Motorola also agree that no further purchase orders will be required for billing of future services. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in the underlying agreement. At the time of execution of this proposal, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this proposal.