



LINKING AGREEMENT FOR COOPERATIVE PURCHASE

MOTOROLA SOLUTIONS, INC.
COMMANDCENTRAL AXS DISPATCH SOLUTION

This Linking Agreement for Cooperative Purchase (this “**Agreement**”) is made and entered into on _____, 2025 (the “**Effective Date**”) by and between the Town of Paradise Valley, an Arizona municipal corporation (the “**Town**”), and Motorola Solutions, Inc. a Delaware corporation authorized to do business in Arizona (the “**Contractor**”). The Town and Contractor are the only parties to this Agreement; they are each individually a “**Party**,” and together they are the “**Parties**.”

RECITALS

- A. On October 9, 2019, after a competitive procurement process, the State of Arizona entered into Contract No. CTR046830 with the Contractor to purchase public communications equipment and services (the “**Base Agreement**”). A copy of the Base Agreement is attached hereto as **Exhibit A**, and the terms of the Base Agreement are incorporated herein by reference to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies, including the Town.
- B. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.
- C. The Town desires to contract for goods or services identical or nearly identical to the goods or services the Contractor is providing other units of government under the Base Agreement, and the Contractor desires to provide such goods and services as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Contractor and the Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Scope of Work; Terms, Conditions, and Specifications.

- 1.1. The Contractor shall provide the Town with the public communications equipment and services generally described as the Contractor’s latest generation CommandCentral AXS dispatch solution, and more particularly identified in (the “**Scope of Work**”) attached hereto as **Exhibit B** and incorporated herein by reference.
- 1.2. The Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in

Exhibit C. For the purposes of this Agreement, all references to the State in the Base Agreement shall mean the Town of Paradise Valley, Arizona.

- 1.3. The Contractor shall comply with all the Town's specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibit B or C and the Base Agreement, Exhibits B and C take precedence.**
- 1.4. The Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.
2. Payment. Payment to the Contractor for the services, materials, or equipment provided shall be made in accordance with the terms and conditions of the Base Agreement and the price list set forth in **Exhibit B**. The total compensation for the goods or services purchased under this Agreement shall not exceed \$355,000.
3. Contract Term and Renewal.
 - 3.1. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until October 9, 2026, unless terminated, canceled, or extended as otherwise provided in this Agreement.
 - 3.2. The Town Manager or designee may extend the term of this Agreement consistent with the extension, if any, of the Base Agreement. Extensions are not automatic and shall only occur if the Town gives the Contractor notice of its intent to extend this Agreement.
 - 3.3. Upon the expiration of the Base Agreement, including any authorized renewals thereof, the Town may, at its option, extend this Agreement on a month-to-month basis for a maximum of six months. The purpose of such month-to-month extensions, if any, shall be to allow for the Town's procurement processes in the selection of a vendor to provide the services or materials provided under this Agreement.
4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including, without limitation, the requirement to name the Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, the Contractor shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.
5. E-Verify. The Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
6. Boycott of Israel Prohibited. To the extent Title 35 applies to this Agreement, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

7. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.
8. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.
9. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.
10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement or the Base Agreement will in no way be construed as limiting the scope of the indemnity in this section.
11. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, this Agreement will promptly be physically amended to make such insertion or correction.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

Andrew Ching, Town Manager

MOTOROLA SOLUTIONS, INC.
a Delaware corporation:

By: _____

Name: _____

Title: _____

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

MOTOROLA SOLUTIONS, INC.
PUBLIC COMMUNICATION EQUIPMENT AND SERVICES

**EXHIBIT A
BASE AGREEMENT**

(See attached: Public Communication Equipment and Services, Contract No. CTR046830, October 9, 2019)

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

MOTOROLA SOLUTIONS, INC.
COMMANDCENTRAL AXS DISPATCH SOLUTION

EXHIBIT B
SCOPE OF WORK AND PRICING

See the following page(s).

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

MOTOROLA SOLUTIONS, INC.
COMMANDCENTRAL AXS DISPATCH SOLUTION


EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Police Chief
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

| | | | |
|--|---------------------------|-------------------|---|
|  | Contract Amendment | | Arizona Department of Administration State Procurement Office 1802 W Jackson St., #100 Phoenix, AZ 85007 |
| | CTR046830 | Amendment One (1) | |
| | | | |

| | |
|---|---|
| CONTRACTOR: MOTOROLA SOLUTIONS INC 3332 E. Broadway Rd. Phoenix, AZ 85040 CONTACT: Walter Whately PHONE: (520) 457-8604 EMAIL: walter.whately@motorolasolutions.com | STATE AGENCY: AZ Department of Administration (ADOA) State Procurement Office 1400 W Washington St. 3100 Phoenix, AZ 85007 CONTACT: Jim Atkins PHONE: (602) 245-8268 EMAIL: james.atkins@azdoa.gov |
|---|---|

Public Communications Equipment and Services

Pursuant to Section 2-D: Uniform Terms and Conditions, Section 5.0 Contract Changes, 5.1 Amendments, of the above referenced contract, it is hereby amended as follow:

- 1) In accordance with Special Terms and Conditions, Section 3.1, Term of Contract, the contract is hereby extended through **October 9, 2026**.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

** Please ensure all required Certificate Of Insurance are updated and submitted to the State Procurement Office.*

| ACKNOWLEDGEMENT AND AUTHORIZATION | | |
|---|--|--|
| This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate. | | |

Public Communication Equipment and Services

CTR046830

Motorola Solutions Inc.

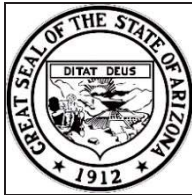
This contract is for public communication equipment and services for all State of Arizona Agencies, Boards and Commissions including members of the State of Arizona Purchasing Cooperative. The sections awarded include:

- **2-Way Radios**
- **Digital Microwave Terminals**
- **LMR Base Station Antennas, Microwave Antennas**
- **Radio Dispatch Consoles**
- **Back-up Batteries**
- **Prefab Communications Shelter**
- **Service**

Table of Content

- **Offer and Acceptance**
- **Part 2: Scope, Pricing and Terms and Conditions (Rev 2)**
- **3-C Proposed Subcontracts**
- **5-B Conformance Statement**
- **Exceptions**
- **BAFO Change Log**

The solicitation for this contract was ADSP019-00008376 and was started in ProcureAZ. The solicitation file can be found in APP under BPM001941.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 1 Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Biometric Products and Services to in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

| | | | | | | | | | |
|-----------------------|----|-------------------------------------|---------|----|-------------------------------------|---------|----|-------------------------------------|---------|
| Initial Offer: | 1. | September 4, 2018 | | | | | | | |
| | | date | initial | | | | | | |
| Revised Offers: | 2. | <input checked="" type="checkbox"/> | | 3. | <input checked="" type="checkbox"/> | | 4. | <input checked="" type="checkbox"/> | |
| | | date #1 | initial | | date #1 | initial | | date #1 | initial |
| | 5. | <input checked="" type="checkbox"/> | | 6. | <input checked="" type="checkbox"/> | | 7. | <input checked="" type="checkbox"/> | |
| | | date #4 | initial | | date #5 | initial | | date #6 | initial |
| Best and Final Offer: | 8. | September 16, 2019 | | | | | | | |
| | | date | initial | | | | | | |

Motorola Solutions, Inc.

| |
|-------------------------------------|
| Offeror company name |
| 2900 S. Diablo Way Ste 150 |
| Address |
| Tempe, AZ 85282 |
| City State ZIP |
| 36-1115800 |
| Federal tax identifier (EIN or SSN) |

| | |
|--|---------------------------------------|
| Signature of person authorized to sign Offer | Initials |
| Larry Mabry | MSSSI Vice President & Director Sales |
| Printed name and title | |
| Walter Whatley | Senior Account Executive |
| Contact name and title | |
| Walter.whatley@motorolasolutions.com | 520-457-8604 |
| Contact Email Address | Contact phone number |

CERTIFICATION: By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
- has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number **8** at the top of this form, and which was dated **September 16, 2019** (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: **CTR046830** The effective date of the Contract is: **10-09-2019** Contract awarded: **10-09-2019**

Procurement Officer signature

Procurement Officer, James Atkins

PART 3 of the Solicitation Documents

SECTION 3-B: Offer Forms
Page 16 of 40

3

Template version 2.0 (01-FEB-2017)

Available online at: Procure.AZ.gov



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Part 2: Scope, Pricing and Terms and Conditions (Rev 2)

Table of Contents

| | |
|---|----|
| SECTION 2-A: Scope of Work | 2 |
| 1.0 Background | 2 |
| 2.0 2-Way Radios | 2 |
| 3.0 Digital Microwave Terminals | 25 |
| 4.0 LMR Base Station Antennas, Microwave Antennas | 39 |
| 5.0 Radio Dispatch Consoles | 44 |
| 6.0 Generators | 57 |
| 7.0 Back-up Batteries (Including Solar) | 58 |
| 8.0 Prefab Communications Shelters | 58 |
| 9.0 Service | 59 |
| 10.0 Consultation and Third-Party Oversight | 60 |
| SECTION 2-B: Pricing Document | 62 |
| 1.0 Compensation | 62 |
| 2.0 Pricing | 64 |
| 3.0 Funding | 65 |
| 4.0 Invoicing | 66 |
| 5.0 Payments | 67 |
| SECTION 2-C: Special Terms and Conditions | 69 |
| SECTION 2-D: Uniform Terms and Conditions | 89 |



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

SECTION 2-A: Scope of Work

1.0 Background

- 1.1 [REDACTED]
- 1.2 [REDACTED]
- 1.3 [REDACTED]

2.0 2-Way Radios

- 2.1 **Analog & Digital Vehicular Mounted Mobile Radio Equipment** [REDACTED]
- 2.2 **Mobile Data Radio Vehicular Mounted Equipment** [REDACTED]
- 2.3 **Desktop Analog & Digital Base Station Radio Equipment:** [REDACTED]
- 2.4 **Analog & Digital Personal/Portable Radio Equipment:** [REDACTED]
- 2.5 **Analog & Digital Motorcycle Rear-mounted Radios:** [REDACTED]
- 2.6 **Low Power Vehicular Repeater:** [REDACTED]
- 2.7 **Multi Band Radios:** [REDACTED]
- 2.8 **Base/Mobile Relay Station Fixed Radio Equipment:** [REDACTED]
- 2.9 **Fixed Link Base Radios:** [REDACTED]
- 2.10 **Communications Service Monitors:** [REDACTED]

[REDACTED]

- **VHF (High-band):** [REDACTED]
- **UHF** [REDACTED]
- **700/800** [REDACTED]



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- **800MHz** **Trunked** **Mobile** **Radio** **System** **MR** **6M**
- **Narrowband** **Trunked** **Mobile** **Radio** **System** **MR** **2M**
- **FDMA** **Trunked** **Mobile** **Radio** **System** **MR** **2M**
- **TDMA** **Trunked** **Mobile** **Radio** **System** **MR** **2M**
- **P25** **Trunked** **Mobile** **Radio** **System** **MR** **2M**
- **High Tier Subscriber Equipment** **Trunked** **Mobile** **Radio** **System** **MR** **2M**
- **Mid-Tier Subscriber Equipment** **Trunked** **Mobile** **Radio** **System** **MR** **2M**
- **Low Tier Subscriber Equipment** **Trunked** **Mobile** **Radio** **System** **MR** **2M**

2.11 Radio Standards **Trunked** **Mobile** **Radio** **System** **MR** **2M**

2.12 Transmitter Characteristics **Trunked** **Mobile** **Radio** **System** **MR** **2M**

2.12.1 **Trunked** **Mobile** **Radio** **System** **MR** **2M**

2.12.2 **Trunked** **Mobile** **Radio** **System** **MR** **2M**

2.12.3 **Trunked** **Mobile** **Radio** **System** **MR** **2M**



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Solicitation No.
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1. The following equipment and services are required for the project:

6. The following equipment and services are required for the project:

1. The following equipment and services are required for the project:

1. The following equipment and services are required for the project:

1. **High-Tier/ Mid-Tier Requirement only** The following equipment and services are required for the project:

- 1. The following equipment and services are required for the project:

- 1. The following equipment and services are required for the project:

2.2.2 Loud Speaker.

The following equipment and services are required for the project:

2.2.3 Power Cable

The following equipment and services are required for the project:

2.22 Optional Accessories:

The following accessories to the mobile unit are desired:

- 1. (High-Tier, Mid-Tier,) The following equipment and services are required for the project:
- 1. (High-Tier, Mid-Tier, Low-Tier) The following equipment and services are required for the project:
- 1. (High-Tier, Mid-Tier, or Low-Tier) The following equipment and services are required for the project:

2.23 Servicing:

The following equipment and services are required for the project:

2.24 MOBILE, DATA RADIO, VEHICULAR MOUNTED EQUIPMENT

The following equipment and services are required for the project:

2.2.4 Transmitter Characteristics:



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

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Phoenix, AZ 85007

2.2.2.2 **Low-Tier:** The low-tier model is a mobile radio converter console and charger that is designed to be used in a vehicle. It is a high-tier model only.

2.33 Mobile Radio Converter Console and Charger (High-Tier Model Only):

2.2.2.2 **Availability** The low-tier model is a mobile radio converter console and charger that is designed to be used in a vehicle. It is a high-tier model only.

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2.55 Spectrum Analyzer

- 2.55.1.1 Provide a Spectrum Analyzer with the following specifications:
- 2.55.1.2 Display a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.55.1.3 Display a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.55.1.4 Provide a Spectrum Analyzer with the following specifications:
- 2.55.1.5 Provide a Spectrum Analyzer with the following specifications:

2.56 Duplex RF Signal Generator

- 2.56.1.1 Provide a Duplex RF Signal Generator with the following specifications:
- 2.56.1.2 Provide a Duplex RF Signal Generator with the following specifications:

2.57 Accessories

- 2.57.1.1 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.57.1.2 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.

2.58 Operational Considerations

- 2.58.1.1 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.58.1.2 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.58.1.3 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.58.1.4 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.58.1.5 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.58.1.6 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.58.1.7 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.58.1.8 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.58.1.9 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.58.1.10 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.

2.59 Configurations

- 2.59.1.1 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.59.1.2 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.59.1.3 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.59.1.4 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.59.1.5 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.59.1.6 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.59.1.7 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.59.1.8 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.59.1.9 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.
- 2.59.1.10 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.

2.60 GENERAL SPECIFICATIONS:

- 2.60.1.1 Provide a minimum of 100 MHz of spectrum with a resolution bandwidth of 100 kHz.



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ADSP019-00008376
Description:

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3.4 Contractor's Guarantee

3.5 Warranty Service and Maintenance Contracts



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3.6 Failure to Meet Requirements of Specifications

3.6.1

3.6.2

3.6 Failure to Meet Requirements of Specifications

3.6.1

3.6.2

3.7 Detailed Specifications of Equipment

3.7.1

3.7.2

3.8 Maintenance and Test Equipment List

3.8.1

3.9 Material and Workmanship

3.9.1

3.10 Test Procedures

3.10.1

3.11 Identification



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

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3.12 Servicing

3.13 Factory Testing

3.14 Training



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Solicitation No.
ADSP019-00008376

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22. Redundancy and Protection

3.23 Service Channel and Orderwire

2. Redundancy and Protection

3.24 Redundancy and Protection

2. Main Service Channel and Orderwire

3.25 Space Diversity

2. Space Diversity

3.26 Adaptive Equalization

26. Adaptive Equalization



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3.33 Outdoor Mounted RF Unit

1. The unit shall be a self-contained outdoor mounted RF unit that is capable of operating in the 900 MHz microwave radio band.
2. The unit shall be capable of operating in the 900 MHz microwave radio band with a bandwidth of 100 and 200 KHz.
3. The unit shall be capable of operating in the 900 MHz microwave radio band with a frequency tolerance of 6 MHz.
4. The unit shall be capable of operating in the 900 MHz microwave radio band with a feed connection of 2.0 GHz.
5. The unit shall be capable of operating in the 900 MHz microwave radio band with a RF power level of 2.0 GHz.
6. The unit shall be capable of operating in the 900 MHz microwave radio band with a receiver threshold of 2.0 GHz.

3.34 RF Performance Characteristics for Radio Equipment Operating in the 900 MHz Microwave Radio Band

3.35 For the Band of 928 to 960 MHz with bandwidths of 100 and 200 KHz

1. The unit shall be capable of operating in the 900 MHz microwave radio band with a bandwidth of 100 and 200 KHz.
2. The unit shall be capable of operating in the 900 MHz microwave radio band with a frequency tolerance of 6 MHz.

3.36 Frequency Tolerance

1. The unit shall be capable of operating in the 900 MHz microwave radio band with a frequency tolerance of 6 MHz.
2. The unit shall be capable of operating in the 900 MHz microwave radio band with a feed connection of 2.0 GHz.

3.37 Feed Connection

1. The unit shall be capable of operating in the 900 MHz microwave radio band with a feed connection of 2.0 GHz.

3.38 RF Power Levels

1. The unit shall be capable of operating in the 900 MHz microwave radio band with a RF power level of 2.0 GHz.

3.39 Receiver Thresholds

1. The unit shall be capable of operating in the 900 MHz microwave radio band with a receiver threshold of 2.0 GHz.
2. The unit shall be capable of operating in the 900 MHz microwave radio band with a feed connection of 2.0 GHz.
3. The unit shall be capable of operating in the 900 MHz microwave radio band with a RF power level of 2.0 GHz.
4. The unit shall be capable of operating in the 900 MHz microwave radio band with a receiver threshold of 2.0 GHz.
5. The unit shall be capable of operating in the 900 MHz microwave radio band with a feed connection of 2.0 GHz.
6. The unit shall be capable of operating in the 900 MHz microwave radio band with a RF power level of 2.0 GHz.

3.40 RF Performance Characteristics for Radio Equipment Operating in the 5.9-7.1 GHz Microwave Radio Band.

3.41 6 GHz Frequency Range and Bandwidth

1. The unit shall be capable of operating in the 5.9-7.1 GHz microwave radio band with a frequency range of 6 GHz.
2. The unit shall be capable of operating in the 5.9-7.1 GHz microwave radio band with a bandwidth of 100 and 200 KHz.
3. The unit shall be capable of operating in the 5.9-7.1 GHz microwave radio band with a frequency tolerance of 6 MHz.
4. The unit shall be capable of operating in the 5.9-7.1 GHz microwave radio band with a feed connection of 2.0 GHz.

3.42 Feedline Connection

1. The unit shall be capable of operating in the 5.9-7.1 GHz microwave radio band with a feedline connection of 2.0 GHz.



Request for Proposal

Solicitation No.
ADSP019-00008376
Description:

Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 2.2.2. The Contractor shall provide the following services:
- 2.2.2.1. The Contractor shall provide the following services:
- 2.2.2.2. The Contractor shall provide the following services:
- 2.2.2.3. The Contractor shall provide the following services:
- 2.2.2.4. The Contractor shall provide the following services:

3.43 RF Power Levels

- 3.43.1. The Contractor shall provide the following services:
- 3.43.2. The Contractor shall provide the following services:
- 3.43.3. The Contractor shall provide the following services:

3.44 Receiver Thresholds

- 3.44.1. The Contractor shall provide the following services:
- 3.44.2. The Contractor shall provide the following services:
- 3.44.3. The Contractor shall provide the following services:
- 3.44.4. The Contractor shall provide the following services:

3.45 RF Performance Characteristics for Radio Equipment Operating in the 10-11 GHz Microwave Radio Band.

3.46 10-11 GHz Frequency Range and Bandwidth

- 3.46.1. The Contractor shall provide the following services:
- 3.46.2. The Contractor shall provide the following services:
- 3.46.3. The Contractor shall provide the following services:

3.47 Feedline Connection

- 3.47.1. The Contractor shall provide the following services:
- 3.47.2. The Contractor shall provide the following services:
- 3.47.3. The Contractor shall provide the following services:
- 3.47.4. The Contractor shall provide the following services:



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3.48 RF Power Levels

3.48 RF Power Levels

3.49 Receiver Thresholds

3.49 Receiver Thresholds

Capacity Received Signal Level (RSL) in dBm

-
-

Capacity

Received Signal Level (RSL) in dBm

3.50 RF Performance Characteristics for Radio Equipment Operating in the 18 GHz Microwave Radio Band

3.50 RF Performance Characteristics for Radio Equipment Operating in the 18 GHz Microwave Radio Band

3.51 Frequency Range and Bandwidth

3.52 Feedline Connection

3.52 Feedline Connection

3.53 RF Power Levels



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3.54 Receiver Thresholds

Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a non-protected configuration.

Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

| Capacity | Received Signal Level (RSL) in dBm |
|----------|------------------------------------|
|----------|------------------------------------|

| | |
|------|---|
| 2000 | 6 |
| 2000 | 2 |
| 2000 | 6 |

Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a non-protected configuration.

3.55 RF Performance Characteristics for Radio Equipment Operating in the 23 GHz Microwave Radio Band

3.56 Frequency Range and Bandwidth

6000

6000

6000

3.57 Feedline Connection

Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a non-protected configuration.

2000

Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a non-protected configuration.

Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a non-protected configuration.

3.58 Receivers Thresholds

Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a non-protected configuration.

2000

| Capacity | Received Signal Level (RSL) in dBm |
|----------|------------------------------------|
|----------|------------------------------------|



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

6.1 The contractor shall provide and maintain the equipment and services for the duration of the contract term. The contractor shall be responsible for the repair, maintenance, and replacement of the equipment and services.

6.2 The contractor shall provide and maintain the equipment and services for the duration of the contract term. The contractor shall be responsible for the repair, maintenance, and replacement of the equipment and services.

4.4 Service, Installation and Operations Manuals

6.1 The contractor shall provide and maintain the equipment and services for the duration of the contract term. The contractor shall be responsible for the repair, maintenance, and replacement of the equipment and services.

6.2 The contractor shall provide and maintain the equipment and services for the duration of the contract term. The contractor shall be responsible for the repair, maintenance, and replacement of the equipment and services.

6.3 The contractor shall provide and maintain the equipment and services for the duration of the contract term. The contractor shall be responsible for the repair, maintenance, and replacement of the equipment and services.

4.5 Equipment Service Life

6.1 The contractor shall provide and maintain the equipment and services for the duration of the contract term. The contractor shall be responsible for the repair, maintenance, and replacement of the equipment and services.

6.2 The contractor shall provide and maintain the equipment and services for the duration of the contract term. The contractor shall be responsible for the repair, maintenance, and replacement of the equipment and services.

6.3 The contractor shall provide and maintain the equipment and services for the duration of the contract term. The contractor shall be responsible for the repair, maintenance, and replacement of the equipment and services.

6.4 The contractor shall provide and maintain the equipment and services for the duration of the contract term. The contractor shall be responsible for the repair, maintenance, and replacement of the equipment and services.

6.5 The contractor shall provide and maintain the equipment and services for the duration of the contract term. The contractor shall be responsible for the repair, maintenance, and replacement of the equipment and services.

4.6 General Equipment Characteristics

6.1 Environmental The contractor shall provide and maintain the equipment and services for the duration of the contract term. The contractor shall be responsible for the repair, maintenance, and replacement of the equipment and services.

6.2 Environmental The contractor shall provide and maintain the equipment and services for the duration of the contract term. The contractor shall be responsible for the repair, maintenance, and replacement of the equipment and services.

6.3 Environmental The contractor shall provide and maintain the equipment and services for the duration of the contract term. The contractor shall be responsible for the repair, maintenance, and replacement of the equipment and services.

6.4 Environmental The contractor shall provide and maintain the equipment and services for the duration of the contract term. The contractor shall be responsible for the repair, maintenance, and replacement of the equipment and services.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 6 Environmental
- 6.6 Environmental
- 6 Operational

4.7 Microwave Antennas

| 2 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| D | D | D | D | D | D | D | D | D |
| 6 | | | | | | | | |
| | | 2 | | | | | | |
| | 2 | 2 | | | 2 | | 6 | |

| 2 | | | | | | | | |
|---|---|---|---|---|---|---|----|---|
| D | D | D | D | D | D | D | D | D |
| 6 | | | | | | | 62 | |
| | 2 | 6 | 2 | | | | 66 | |
| | | | | | 2 | | 6 | |

| 2 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| D | D | D | D | D | D | D | D | D |
| 6 | | | | | | | 6 | |
| | | | | | | | | |
| | | 2 | | | 2 | | | |



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

| Standard RFP - Communications Equipment and Services | | | | | | | | |
|--|----------|------|----------|------|------|------|------|------|
| Item | Quantity | Unit | Material | Part | Part | Part | Part | Part |
| 1 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 2 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 3 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 4 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 5 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 6 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 7 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 8 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 9 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |

| Standard RFP - Communications Equipment and Services | | | | | | | | |
|--|----------|------|----------|------|------|------|------|------|
| Item | Quantity | Unit | Material | Part | Part | Part | Part | Part |
| 1 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 2 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 3 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 4 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 5 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 6 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 7 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 8 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 9 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |

| Standard RFP - Communications Equipment and Services | | | | | | | | |
|--|----------|------|----------|------|------|------|------|------|
| Item | Quantity | Unit | Material | Part | Part | Part | Part | Part |
| 1 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 2 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 3 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 4 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 5 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 6 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 7 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 8 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 9 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |

| Standard RFP - Communications Equipment and Services | | | | | | | | |
|--|----------|------|----------|------|------|------|------|------|
| Item | Quantity | Unit | Material | Part | Part | Part | Part | Part |
| 1 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 2 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 3 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 4 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 5 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 6 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 7 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 8 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 9 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |

| Standard RFP - Communications Equipment and Services | | | | | | | | |
|--|----------|------|----------|------|------|------|------|------|
| Item | Quantity | Unit | Material | Part | Part | Part | Part | Part |
| 1 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 2 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 3 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 4 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 5 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 6 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 7 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 8 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |
| 9 | 1 | Each | 1 | 1 | 1 | 1 | 1 | 1 |



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

4.8 Radomes

1. 1/2" 7/8" 1-1/4" Diameter Foam Dielectric Coaxial Cable
2. 7/8" Diameter Air Dielectric Coaxial Cable
3. 1 5/8" Diameter Foam Dielectric Coaxial Cable
4. 1/2" Diameter Super Flexible Foam Dielectric Coaxial Cable

4.9 Dehydrators

1. Dr...
2. ...
3. ...
4. ...

| | | |
|----|--------------------|---|
| 1. | 1/2", 7/8", 1-1/4" | Diameter Foam Dielectric Coaxial Cable |
| 2. | 7/8" | Diameter Air Dielectric Coaxial Cable |
| 3. | 1 5/8" | Diameter Foam Dielectric Coaxial Cable |
| 4. | 1/2" | Diameter Super Flexible Foam Dielectric Coaxial Cable |

4.10 Transmission Lines

1. ...
2. ...
3. ...
4. ...

| | | |
|----|---------------|-------------------|
| 1. | Waveguide for | 5.925 – 7.125 GHz |
| 2. | Waveguide for | 10.50 – 11.70 GHz |
| 3. | Waveguide for | 17.70 – 19.70 GHz |
| 4. | Waveguide for | 21.20 – 23.60 GHz |

4.11 Connectors

LMR Connectors

| | 1/2" Connector | 7/8" Connector | 1-1/4" Connector | 1-5/8 connector | 1/2" Super Flexible Connector |
|----|-----------------|-----------------|------------------|-----------------|-------------------------------|
| 1. | "N" Male | "N" Male | "N" Male | "N" Male | "N" Male |
| 2. | "N" Female | "N" Female | "N" Female | "N" Female | "N" Female |
| 3. | UHF Male | UHF Male | | | UHF Male |
| 4. | UHF Female | UHF Female | | | UHF Female |
| 5. | 7-16 DIN Male | 7-16 DIN Male | 7-16 DIN Male | 7-16 DIN Male | 7-16 DIN Male & Right Angle |
| 6. | 7-16 DIN Female | 7-16 DIN Female | 7-16 DIN Female | 7-16 DIN Female | 7-16 DIN Female |
| 7. | 7/8" EIA | 7/8" EIA | | | |



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

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100 N 15th Ave., Suite 402
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- 6.6.1.1 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:
- 6.6.1.2 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:
- 6.6.1.3 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:
- 6.6.1.4 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:
- 6.6.1.5 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:
- 6.6.1.6 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:
- 6.6.1.7 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:

5.7 Electrical Specifications

- 6.6.1.8 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:
- 6.6.1.9 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:
- 6.6.1.10 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:

5.8 Full-Feature Console – Type III

- 6.6.1.11 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:
- 6.6.1.12 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:
- 6.6.1.13 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:
- 6.6.1.14 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:
- 6.6.1.15 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:
- 6.6.1.16 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:
- 6.6.1.17 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:
- 6.6.1.18 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:
- 6.6.1.19 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:
- 6.6.1.20 The Contractor shall provide and maintain the following equipment and services for the duration of the contract:



Request for Proposal

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Description:
Public Communications Equipment and Services

Arizona Department of Administration

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100 N 15th Ave., Suite 402
Phoenix, AZ 85007

1. The purpose of this Request for Proposal (RFP) is to solicit proposals for the purchase of public communications equipment and services. The equipment and services are needed to support the Arizona Department of Administration's (ADOA) public communications system.

2. The equipment and services are needed to support the ADOA's public communications system.

3. The equipment and services are needed to support the ADOA's public communications system.

5.12 Status Indicator

2.1 The purpose of this Request for Proposal (RFP) is to solicit proposals for the purchase of public communications equipment and services. The equipment and services are needed to support the Arizona Department of Administration's (ADOA) public communications system.

2.2 The equipment and services are needed to support the ADOA's public communications system.

2.3 The equipment and services are needed to support the ADOA's public communications system.

2.4 The equipment and services are needed to support the ADOA's public communications system.

2.5 The equipment and services are needed to support the ADOA's public communications system.

2.6 The equipment and services are needed to support the ADOA's public communications system.

2.7 The equipment and services are needed to support the ADOA's public communications system.

2.8 The equipment and services are needed to support the ADOA's public communications system.

2.9 The equipment and services are needed to support the ADOA's public communications system.

2.10 The equipment and services are needed to support the ADOA's public communications system.

2.11 The equipment and services are needed to support the ADOA's public communications system.

2.12 The equipment and services are needed to support the ADOA's public communications system.

2.13 The equipment and services are needed to support the ADOA's public communications system.

5.13 Console Position-wide Functions

1. The purpose of this Request for Proposal (RFP) is to solicit proposals for the purchase of public communications equipment and services. The equipment and services are needed to support the Arizona Department of Administration's (ADOA) public communications system.

2. The equipment and services are needed to support the ADOA's public communications system.

3. The equipment and services are needed to support the ADOA's public communications system.

4. The equipment and services are needed to support the ADOA's public communications system.

5. The equipment and services are needed to support the ADOA's public communications system.

6. The equipment and services are needed to support the ADOA's public communications system.

7. The equipment and services are needed to support the ADOA's public communications system.

8. The equipment and services are needed to support the ADOA's public communications system.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

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5.16 Design Criteria

requestor shall provide the following information to the requestor:
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requestor shall provide the following information to the requestor:



Request for Proposal

Solicitation No.
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Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

☐ The bidder shall provide the following information to the State Procurement Office (SPO) in the form of a letterhead memorandum (LHM) or other written communication, dated and captioned as above, and shall include the following information:

☐ 6.6 ☐ Standard

☐ 6.6 ☐ The bidder shall provide the following information to the SPO in the form of a letterhead memorandum (LHM) or other written communication, dated and captioned as above, and shall include the following information:

☐ 6.6 ☐ The bidder shall provide the following information to the SPO in the form of a letterhead memorandum (LHM) or other written communication, dated and captioned as above, and shall include the following information:

☐ 6.6 ☐ Standard

☐ 6.6 ☐ The bidder shall provide the following information to the SPO in the form of a letterhead memorandum (LHM) or other written communication, dated and captioned as above, and shall include the following information:

☐ 6.6 ☐ The bidder shall provide the following information to the SPO in the form of a letterhead memorandum (LHM) or other written communication, dated and captioned as above, and shall include the following information:

☐ 6.6 ☐ The bidder shall provide the following information to the SPO in the form of a letterhead memorandum (LHM) or other written communication, dated and captioned as above, and shall include the following information:

☐ 6.6 ☐ The bidder shall provide the following information to the SPO in the form of a letterhead memorandum (LHM) or other written communication, dated and captioned as above, and shall include the following information:

5.17 Mechanical Requirements - ☐ The bidder shall provide the following information to the SPO in the form of a letterhead memorandum (LHM) or other written communication, dated and captioned as above, and shall include the following information:

☐ The bidder shall provide the following information to the SPO in the form of a letterhead memorandum (LHM) or other written communication, dated and captioned as above, and shall include the following information:

☐ 2 ☐ The bidder shall provide the following information to the SPO in the form of a letterhead memorandum (LHM) or other written communication, dated and captioned as above, and shall include the following information:

☐ Red ☐ The bidder shall provide the following information to the SPO in the form of a letterhead memorandum (LHM) or other written communication, dated and captioned as above, and shall include the following information:

☐ The bidder shall provide the following information to the SPO in the form of a letterhead memorandum (LHM) or other written communication, dated and captioned as above, and shall include the following information:



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

5.18 Training

- 5.18.1 Training
- 5.18.1.1 Training
- 5.18.1.2 Training
- 5.18.1.3 Training
- 5.18.1.4 Training
- 5.18.1.5 Training
- 5.18.1.6 Training
- 5.18.1.7 Training
- 5.18.1.8 Training
- 5.18.1.9 Training
- 5.18.1.10 Training
- 5.18.1.11 Training
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- 5.18.1.35 Training
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- 5.18.1.37 Training
- 5.18.1.38 Training
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- 5.18.1.99 Training
- 5.18.1.100 Training



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

6.2 Requirements

- 6.2.1 Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 6.2.2 Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 6.2.3 Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 6.2.4 Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 6.2.5 Provide a minimum of 10 years of experience in providing public communications equipment and services.

7.0 Back-up Batteries (Including Solar)

7.1 Specifications

- 7.1.1 Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 7.1.2 (a) Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 7.1.2 (b) Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 7.1.2 (c) Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 7.1.2 (d) Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 7.1.3 Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 7.1.4 Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 7.1.5 Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 7.1.6 Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 7.1.7 Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 7.1.8 Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 7.1.9 Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 7.1.10 Provide a minimum of 10 years of experience in providing public communications equipment and services.

8.0 Prefab Communications Shelters

8.1 General

- 8.1.1 Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 8.1.2 Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 8.1.3 Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 8.1.4 Provide a minimum of 10 years of experience in providing public communications equipment and services.
- 8.1.5 Provide a minimum of 10 years of experience in providing public communications equipment and services.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

8.2 Requirements

- 8.2.1 The Contractor shall provide the following equipment and services:
- 8.2.2 The Contractor shall provide the following equipment and services:
- 8.2.3 The Contractor shall provide the following equipment and services:
- 8.2.4 The Contractor shall provide the following equipment and services:
- 8.2.5 The Contractor shall provide the following equipment and services:
- 8.2.6 The Contractor shall provide the following equipment and services:

8.3 Installation and service

- 8.3.1 The Contractor shall provide the following equipment and services:
- 8.3.2 The Contractor shall provide the following equipment and services:

8.4 Pricing

- 8.4.1 The Contractor shall provide the following equipment and services:

8.5 Warranty

- 8.5.1 The Contractor shall provide the following equipment and services:

9.0 Service

- 9.1 The Contractor shall provide the following equipment and services:

9.2 Design/Engineering

- 9.2.1 The Contractor shall provide the following equipment and services:

9.3 Managed Services - The Contractor shall provide the following equipment and services:

- 9.3.1 The Contractor shall provide the following equipment and services:
- 9.3.2 The Contractor shall provide the following equipment and services:

9.4 Field Service Repair and Maintenance – The Contractor shall provide the following equipment and services:

- 9.4.1 The Contractor shall provide the following equipment and services:
- 9.4.2 The Contractor shall provide the following equipment and services:



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- ☐ Do you understand the requirements of the Request for Proposal (RFP) and the scope of work to be performed?
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EXHIBITS TO THE SCOPE DOCUMENT

NO EXHIBITS FOR THIS SOLICITATION

End of section 2-A



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

SECTION 2-B: Pricing Document

1.0 Compensation

- ☐ Contractor will be compensated for the satisfactorily carrying out its obligations under the Contract by the method indicated by the “●” mark below:

| | |
|----------------------------------|--|
| <input checked="" type="radio"/> | Contracted Labor Rates (refer to paragraph 1.13 below) |
| <input checked="" type="radio"/> | Discount Off List or Catalog (refer to paragraph 1.25 below) |

- 1.1 ☐ CONTRACTED LABOR RATES. The contracted labor rates are the fully-burdened and marked-up billing rates for Contractor's labor scheduled in Exhibit 1 to this Pricing Document.

- 1.1.1 ☐ The rates are deemed to be inclusive of the actual gross wages plus all:

- (a) ☐ applicable payroll taxes, non-payroll employer burden, workers' compensation contributions and health and welfare benefit contributions;
- (b) ☐ retirement or other pension contributions, vacation, sick time or other paid leave allowances and the like;
- (c) ☐ required home office support, corporate or subordinate licenses or registrations, corporate insurance, professional association fees, advertising, time and travel by any of Contractor's personnel other than billable personnel and any bonuses or other incentives for all personnel (including billable Personnel);
- (d) ☐ insurance coverages to be provided by Contractor under the Contract; and
- (e) ☐ profit.

- 1.1.2 ☐ The rates are not subject to overtime or other premium time unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

- 1.1.3 ☐ The rates include all transaction privilege and other sales/use taxes, including any gross receipts taxes on services, unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

- 1.1.4 ☐ Reimbursable items consist of three components:

- (a) ☐ *Site Services, Logistics, and Utilities*. State and Contractor shall each provide those items of site services, logistics and utilities that are assigned to them in Attachment 4 to this Pricing Document. Excluding only those item expressly indicated as being provided by State, provided by others, or a reimbursable item, Contractor shall provide all services, equipment, tools, and logistics necessary for its personnel and otherwise as required to carry out the Work and compensation for all those is deemed to be included in the contractual fee mark-up (if any applies).

- i. ☐ For items indicated to be paid on a “unit rate” basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is “at risk” for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- ii. ☐ For items indicated to be paid on a “cost” basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices and timesheets (if applicable).
- iii. ☐ For items indicated to be paid on a “lump sum” basis, Contractor shall request payment for the completed proportion of such items at least monthly.
- (b) ☐ *Personnel-Related Expenses.* State will only reimburse for those items of personnel-related expense expressly indicated in Attachment 4 to this Pricing Document as a reimbursable item, and it is agreed that the costs of all other such expenses applicable to its personnel and otherwise as required to carry out the Work are adequately compensated in the contractual fee mark-up (if any applies).
 - i. ☐ For items to be paid on a “unit rate” basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is “at risk” for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess).
 - ii. ☐ For items to be paid on a “cost” basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to State’s travel policy, which is available at <https://gao.az.gov/travel>.
 - iii. ☐ Contractor must obtain State’s written approval prior to booking or going on any reimbursable travel.
 - iv. ☐ Contractor will be reimbursed at the current Travel Policy rates.
 - v. ☐ Contractor shall itemize all per diem and lodging charges.
 - vi. ☐ For items to be paid on a “lump sum” basis, Contractor shall request payment for the applicable proportion of such items at least monthly.
- 1.2 ☐ DISCOUNT OFF LIST OR CATALOG. A discount off list or catalog means a percentage discount to be applied to a base price for from one or more contractually-established price lists against published catalogs. The applicable discounts are scheduled in Exhibit 1 to this Pricing Document.
 - 1.2.1 ☐ Unless specified otherwise in the Pricing Document, base price is the price that is most widely offered to general customers at the time of the Order.
 - 1.2.2 ☐ The catalogs used to establish base price are specified otherwise in the Pricing Document. If nothing is so specified, then the commercially available catalogs published by Contractor or Subcontractor to a dealer or reseller network for the covered materials or services are to be used.
 - 1.2.3 ☐ Each catalog must:
 - (a) ☐ bear the applicable State contract number;
 - (b) ☐ list all materials or services Contractor is authorized to sell under the Contract;
 - (c) ☐ not contain any items that are excluded from the Contract;
 - (d) ☐ provide ordering information and contact information for customer support.
 - 1.2.4 ☐ Each catalog and its accompanying price list must include for each item:
 - (a) ☐ a part or model number, if applicable;
 - (b) ☐ a complete and accurate description of the item;



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- (c) ☐ the manufacturer's suggested retail price (MSRP) or Contractor's list price;
- (d) ☐ a stock keeping unit (SKU) number (SKU) , if applicable;
- (e) ☐ the item's unit of measure (UOM), if applicable; and
- (f) ☐ the quantity in the unit of measure (QUOM), if applicable.

1.2.5 ☐ Contractor shall provide and maintain concurrent and identical electronic and hardcopy versions of all contracted price lists and catalogs.

- (a) ☐ The electronic versions are to be provided as an Amendment to the Contract.
 - i. ☐ State, at its discretion, may host Contractor's electronic price lists and catalogs directly, or may link through ProcureAZ as a punch-out.
 - ii. ☐ Regardless of the number and types of links to Contractor's electronic price lists and catalogs, Contractor shall ensure that all Eligible Agencies and Co-Op Buyers are only able to access one unified set of data.
- (b) ☐ Contractor shall supply sufficient, current hardcopy catalogs and price lists price lists to applicable Eligible Agencies at Contract commencement, and provide prompt hardcopy notice of any changes to list/catalog holders as they occur. Contractor shall not change State or any Eligible Agency (or any Co-Op Buyer, if applicable) for lists/catalogs or updates.

2.0 ☐ Pricing

2.1 ☐ **CONTRACTOR'S BEST PRICING.** Supplier warrants that, for the term of the Contract, the prices and discounts set out in Exhibit 1 to this Pricing Document, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2 ☐ ☐ ☐ ☐ That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2 ☐ ☐ ☐ If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2 ☐ ☐ ☐ For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

2.2 ☐ **PRICING-ALL-INCLUSIVE:**

2 ☐ ☐ ☐ Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

2.3 ☐ **PRICE INCREASES:**



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

2.4.1.1 The SPO may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

- (a) Initial Contract prices will be honored for one year after award of Contract.
- (b) All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.
- (c) All price adjustments will be implemented by a formal contract change order. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

2.4 PRICE REDUCTIONS:

2.4.1 Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

2.5 ADDITIONAL CHARGES:

2.5.1 Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract. All additional work shall be approved by Eligible Agency in advance and be in accordance with the contract rate.

2.6 TRAVEL.

2.6.1 Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at <https://gao.az.gov/travel>. The Eligible Agency shall reject any claim for travel reimbursement without prior written approval.

2.7 DELIVERY

2.7.1 Unless stated otherwise in the contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

3.0 Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [Availability of Funds] have been identified as of the Solicitation date.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

4.0 Invoicing

- 4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document.
- 4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

| Item | Required |
|--|----------------|
| Bill-to name and address | ● |
| Contractor name and contact information | ● |
| Remit-to address | ● |
| State contract number | ● |
| Order number (typically the ProcureAZ PO #) | ● |
| Invoice number and date | ● |
| Date the items shipped or services performed | ● |
| Applicable payment terms | ● |
| Contract line item number | ● |
| Contract line item description | ● |
| Quantity delivered or performed | ● |
| Line item unit of measure | ● |
| Item price | ● |
| Extended pricing | ● |
| Discount off list or catalog | ● |
| Taxes (<i>as a separate invoice line item</i>) | ● |
| Upcharge shipping/freight, etc. (<i>as a separate invoice line item</i>) | Materials only |
| Total invoice amount due | ● |

- 4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:
- Materials or Services that have not been authorized on an acknowledged Order;
 - expediting, overtime, premiums, or upcharges absent State's express prior approval; or
 - Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully signed.
- 4.4 PRE-INVOICE REVIEW. Upon Eligible Agency request and shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.
- 4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form provided or required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 4.6 ☐ DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.
- ☐ 6 ☐ The ordering Eligible Agency or Co-Op Buyer shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.
- ☐ 6 ☐ 2 ☐ Invoices will be deemed automatically rejected upon delivery if they:
- 4.6.2 (a) ☐ are sent to an incorrect address;
- 4.6.2 (b) ☐ do not reference the correct State contract number; or
- 4.6.2 (c) ☐ are payable to any Person other than the Contractor.
- ☐ 6 ☐ The ordering Eligible Agency or Co-Op Buyer will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.
- 4.7 ☐ INVOICING FOR TASK ORDERS. For task order Services, invoices must include the following information as applicable to the relevant task order being invoiced against:
1. ☐ substantiation of hours worked using:
- a. ☐ a detailed daily timesheet;
- b. ☐ itemization to the task level; and
- c. ☐ breakdown by service area (if the Contract covers more than one area) and Contract Amendment (if any apply);
2. ☐ authorizations and receipts for all allowable reimbursable items being invoiced; and
3. ☐ Contractor's certification that the invoice has been examined and to the best of Contractor's knowledge and belief the invoiced amounts are entitled, correct, and accurate as can be demonstrated by the contractually-required books and records upon State's demand.

5.0 ☐ Payments

- 5.1 ☐ PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 18.1 of the Special Terms and Conditions
- 5.2 ☐ JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 5.3 ☐ RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.
- 5.4 ☐ PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.
- 5.5 ☐ PURCHASING CARD. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.
- 5.6 ☐ AUTOMATED CLEARING HOUSE. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

<https://gao.az.gov/afis/vendor-information>

End of Section 2-B



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

SECTION 2-C: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0□ Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1. Co-Op Buyer

“Co-Op Buyer” means a member of the State Purchasing Cooperative that has entered into a “Cooperative Purchasing Agreement” with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, “Co-Op Buyer” is to be construed as encompassing “eligible procurement unit” under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, “non-profit organizations” are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.2. Eligible Agency

If the Special Terms and Conditions indicates that the Contract is a “single-agency” contract, then “Eligible Agency” means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a “statewide” contract, then “Eligible Agency” means any State of Arizona department, agency, university, commission, or board.

2.0□ Contract Interpretation

No modifications to uniform terms and conditions section

3.0□ Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for five (5) years with an optional additional five (5) year term with annual renewal(s) for a total max term of ten (10) years unless canceled, terminated, or permissibly extended.

3.2 Statewide Contract Provisions

The Contract is a “statewide” contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a “statewide” contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a “delivery order” sub-type of ID/IQ contract to the extent the Work is Materials, and a “task order” sub-type to the extent the Work is Services.

- 1.□ Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

<https://spo.az.gov/procurement-services/cooperative-procurement/coop-usage-report>

2. ☐ Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
3. ☐ Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:
<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>
4. ☐ Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Purchase Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:
<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>
5. ☐ Contractor shall acknowledge each Purchase Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Purchase Order electronically in ProcureAZ, which will indicate Contractor's unqualified acceptance of the Purchase Order as-issued; or (b) "rejecting" the Purchase Order electronically in ProcureAZ, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse a Purchase Order are those set out in subparagraph 3.12.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Purchase Order in ProcureAZ, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Purchase Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in ProcureAZ within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Purchase Order in ProcureAZ and if it does so the rejection will be void.
6. ☐ Contractor shall acknowledge each Purchase Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Purchase Orders from Co-Op Buyers create no obligation on State's part, since they are entirely



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.3 Multiple-Use Provisions

Eligible Agencies may issue Purchase Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in ProcureAZ. Purchase Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Purchase Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Purchase Order in any of the following ways:

1. ☐ By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Purchase Order using those prices (e.g., filling out a purchase order form), and sending it to Contractor.
2. ☐ By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Purchase Order if and when reaching agreement.
3. ☐ As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
4. ☐ As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under (3) and (4) above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

4.0 ☐ Costs and Payments

4.1 Proposal Costs

Costs Incurred During Proposal Development. The State will not be responsible for any cost incurred during the period of proposal development, including but not limited to On-Site Visits, Pre-Offer Conferences, Demonstrations and any other costs incurred by the Offeror in preparation for Bid Offering.

5.0 ☐ Contract Changes

No modifications to uniform terms and conditions section.

6.0 ☐ Risk and Liability

6.1 Contractor Insurance

Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers,



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

Insurance Requirements

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

| | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Damage to Rented Premises | \$50,000 |
| • Each Occurrence | \$2,000,000 |

The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Workers' Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
 - o Each Accident \$1,000,000
 - o Disease – Each Employee \$1,000,000
 - o Disease – Policy Limit \$1,000,000

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. **Professional Liability (Errors and Omissions Liability)**

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

4. **Technology Errors & Omissions Insurance**

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.

Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

5. **Network Security (Cyber) and Privacy Liability**

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6. Installation Floater

- Coverage amount is \$___ TBD At Award

Policy shall contain an Additional Insured endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

The State of Arizona and the Department shall be named as loss payee as its interest may appear.

Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing/commissioning.

Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.

Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.

The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, testing and commissioning, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

Policy shall contain a Waiver of Subrogation endorsement, as required by written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.

Contractor is responsible for the payment of all deductibles under the Installation Floater.

Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

7.0 ☐ Warranties

No modifications to uniform terms and conditions section.

8.0 ☐ State's Contractual Remedies

No modifications to uniform terms and conditions section.

9.0 ☐ Contract Termination

No modifications to uniform terms and conditions section.

10.0 ☐ Contract Claims

No modifications to uniform terms and conditions section.

11.0 ☐ General Provisions for Products

- | | | |
|-------------|--|--|
| 11.1 | Applicability | Article 11 applies to the extent the Work is or includes Materials. |
| 11.2 | Off-Contract Materials | Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Purchase Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such purchase orders from occurring, Contractor is responsible for not accepting any such Purchase Orders; State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Purchase Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract. |
| 11.3 | Compensation for Late Deliveries | Contractor shall have clear, published policies in place regarding late delivery, purchase order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies that are likely to need them. |
| 11.4 | Indicate Shipping Costs on Purchase Order | If shipping cost is additional to the contracted price or rate for an item, the Contractor shall identify the shipping cost it intends to add for shipping, as a separate line item on the price quote provided to ASDB. The Contractor shall also provide the required substantiating documentation for the shipping cost with the price quote. If ASDB approves paying a shipping cost, ASDB will list the agreed upon shipping cost as a line item on their Purchase Order, when it is issued. If there is no additional shipping cost, the Contractor shall indicate on the price quote that shipping is included in the Purchase Order price. |
| 11.5 | Current Products | Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract. |



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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| 11.6 Maintain Comprehensive Selection | Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Pricing Document. |
| 11.7 Additional Products | State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products. |
| 11.8 Discontinued Products | If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph 11.7). |
| 11.9 Forced Substitutions | Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract. |
| 11.10 Recalls | In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Purchase Order referencing the affected Purchase Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall. |
| 11.11 Delivery | 11.11.1 PRICING. Unless stated otherwise in the Pricing Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.O.B. Origin, Contractor's Facility" under FAR 52.247-30. |



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

11.11.2 **LIABILITY.** Unless stated otherwise in the Pricing Document or an Purchase Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Purchase Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.O.B. Destination, Within Consignee's Premises" under FAR 52.247-35.

11.11.3 **PAYMENT.** Unless stated otherwise in the Pricing Document or an Purchase Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Purchase Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately.

11.12 Delivery Time

Unless stated otherwise in the Pricing Document generally or in the applicable Purchase Order particularly, Contractor shall make delivery within 2 (two) weeks or earlier after receiving each Purchase Order. If Contractor is unable to make delivery within 2 (two) weeks after receiving the Purchase Order, the Contractor will communicate expected delivery time to Eligible Agency within 24 hours after Purchase Order.

11.13 Delivery Locations

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically:

1. ☐ if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. ☐ if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
3. ☐ if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency location that is not in the excluded areas; and
4. ☐ if the Contract is for unrestricted statewide use, then:
 - a) ☐ Contractor shall deliver to any Eligible Agency anywhere in Arizona;
 - b) ☐ if the Pricing Document indicates defined delivery areas and prices, those always apply unless the Purchase Order expressly states otherwise and Contractor accepts it.

11.14 Conditions at Delivery Location

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Purchase Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.

11.15 Materials Acceptance

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16 Correcting Defects

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.

1. ☐ Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. ☐ If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions.
3. ☐ Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.17 Returns

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within 30 (thirty) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions.

11.18 Purchase Order Cancellation

State may cancel Purchase Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Purchase Order, then State shall:

1. ☐ pay Contractor for any portion of the Materials and Services from that Purchase Order that have been properly delivered or performed as of the cancellation effective date plus 1 (one) additional business day;
2. ☐ reimburse Contractor for:
 - a) ☐ its actual, documented costs incurred in fulfilling the Purchase Order up to the cancellation effective date plus 1 (one) additional business day; and
 - b) ☐ the cost of any obligations it incurred as of the cancellation effective date plus 1 (one) additional business day that demonstrably cannot be canceled, or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3. ☐ contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice plus 1 (one) business day or for any lost profits or opportunity.

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Purchase Order.

11.19 Product Safety

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

11.20 Hazardous Materials

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

12.0 ☐ General Provisions for Services

12.1 Applicability

Article 12 applies to the extent the Work is or includes Services.

12.2 Comprehensive Services Offering

Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.

12.3 Additional Services

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

12.4 Off-Contract Services

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Purchase Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such purchase orders from occurring, Contractor is responsible for not accepting any such Purchase Orders. State may, at its discretion, cancel any such Purchase Order without obligation. As used above, "off-contract service" refers to any



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

12.5 Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

12.6 Transitions

During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or purchase orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition, State may permit Contractor (outgoing) to complete work or purchase orders in progress to ease the transition as is safest and most efficient in each instance.

12.7 Accuracy of Work

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

12.8 Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Purchase Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

12.9 Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

12.10 Corrective Action Required

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

1. ☐ Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
2. ☐ State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. ☐ Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

13.0 ☐ Data and Information Handling

13.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. ☐ Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. ☐ Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. ☐ PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and
2. ☐ "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

<https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

NOTE (2): For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

13.4 Protected Health Information

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. ☐ is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. ☐ will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and
3. ☐ will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

14.0 Information Technology Work

14.1 Applicability

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined in A.R.S. § 41-3501(6) 6: "... computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

14.2 Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

14.3 Information Access

- 14.3.1 SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.
- 14.3.2 INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
- 14.3.3 ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

14.4 Pass-Through Indemnity

- 14.4.1 INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.
- 14.4.2 NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:
- (a) State reserves the right to elect to participate in the action at its own expense;
 - (b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and
 - (c) State shall in any case cooperate in the defense and any related settlement negotiations.

14.5 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6 Redress of Infringement

- 14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:
- (a) replace any infringing items with non-infringing ones;
 - (b) obtain for State the right to continue using the infringing items; or
 - (c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.
- 14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Purchase Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Purchase Order or terminate the Contract, Contractor shall refund to State:
- (a) for any software created for State under the Contract, the amount State paid to Contractor for creating it;
 - (b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
 - (c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

- (a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;
- (b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or
- (c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7 First Party Liability Limitation

14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:

- (a) Indemnified Claim against which Contractor has indemnified State Indemnitees;
- (b) claim against which Contractor has indemnified State Indemnitees; or
- (c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.7.2 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Purchase Order (or if no Purchase Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Purchase Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Purchase Order.

14.7.3 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

14.8 Information Technology Warranty

14.8.1 SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

- (a) modified or altered by anyone not authorized by Contractor to do so;
- (b) maintained in a way inconsistent to any applicable manufacturer recommendations; or
- (c) operated in a manner not within its intended use or environment.

14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

- (a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;
- (b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

- (c) it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

14.8.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10 Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

14.11 Cloud Applications

The following are required for Contractor of any "cloud" solution that hosts State data outside of the State's network, or transmits and/or receives State data.

1. ☐ Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://aset.az.gov/resources/policies-standards-and-procedures>, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.
2. ☐ State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
3. ☐ Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

15.0 ☐ Agency Contract Administration and Operations – Department of Corrections

15.1 Drug Testing Program

The Contractor shall implement a drug and alcohol testing program for applicants, employees and volunteers, at no additional cost to the Department. The Contractor shall ensure that all subcontractors implement the same drug and alcohol testing program required by the Department. The program shall meet the requirements of Department Order 522, Drug-Free Workplace.

15.2 Department Policies and Procedures

The contractor shall follow all Department policies, procedures and Department Orders (DO) and Directors Instruction (DI) i.e., drug-free workplace, dress code, grooming, etc. The policies, procedures, DO and DI are available on the following website www.azcorrections.gov.

15.3 Notice Warning

Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including, employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles,

Authority

A.R.S. §13-2501:

A.R.S. §13-2505

ADC Department Order 708

15.4 Contraband

Contraband means any dangerous drug, narcotic drug, intoxicating liquor or any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medications, etc.)

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- a. ☐ By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- b. ☐ By knowingly conveying contraband to any persons confined in a correctional facility; or
- c. ☐ By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority

A.R.S. § 13-2501

A.R.S. § 13-2505

ADC Department Order 70814.4.2

15.5 Rules and Regulations

15.5.1 Attention of the Offerors is called to the requirements specified in **Attachment 6**, Rules for Non-Employees of the Department of Corrections in Arizona State Prison Complexes which shall be adhered to in all respects.

15.5.2 Should the Contractor require signatures of other parties such as subcontractor or persons directly or indirectly employed by the Contractor, it shall be the Contractor's responsibility to obtain such signatures. The signed document must be submitted within ten (10) days of notification of intent to award.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

15.6 Unlawful Sexual Conduct

- 15.6.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county.
- 15.6.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.
- 15.6.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.
- 15.6.4 Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. §13-1419.

15.7 Federal Prison Rape Elimination Act 2003

- 15.7.1 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003.14.7.2

End of Section 2-C



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

SECTION 2-D: Uniform Terms and Conditions

Version 2018 (2/1/2018)

1.0 ☐ Definition of Terms

- 1.1 Acceptance** "Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract.
- 1.2 Accepted Offer** If State did not request a Revised Offer, then "Vendor Offer" means the Initial Offer.
If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.
If State requested a Best and Final Offer, then "Accepted Offer" means the latest Best and Final Offer.
- 1.3 Arizona Procurement Code; A.R.S.; A.A.C.** The "Arizona Procurement Code, "A.R.S.," and "A.A.C." refers to Arizona Revised Statutes ("A.R.S.") § 41-2501, *et seq.*, and the rules promulgated thereunder, Arizona Administrative Code ("A.A.C.") R2-7-101, *et seq.*
- 1.4 Arizona TPT** "Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at:
<https://www.azdor.gov/business/transactionprivilegetax.aspx>.
- 1.5 Attachment** "Attachment" means any item that:
4. ☐ the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);
 5. ☐ was attached to an Offer when submitted; and
 6. ☐ was included in the Accepted Offer.
- 1.6 Contract** "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments or authorized Purchase Orders.
- 1.7 Contract Amendment** "Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. Only the Procurement Officer responsible for this Contract has the authority to modify or amend this Contract. In ProcureAZ, the term "Change Order" has the same meaning as "Contract Amendment".
- 1.8 Contract Terms and Conditions** "Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
- 1.9 Contractor** "Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
- 1.10 Contractor Indemnitor** "Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, volunteers or Subcontractors.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 1.11 eProcurement System (currently ProcureAZ)** “eProcurement System” means State’s official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy. This eProcurement System may be subject to change. The State’s current eProcurement system is “ProcureAZ.” The current version of the ADOA policy regarding the State’s eProcurement System is *Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System*.
- NOTE (1): Technical Bulletin No. 020 is available online at:
<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>
- NOTE (2): The URL for ProcureAZ itself is:
<https://procure.az.gov/>
- 1.12 Gratuity** “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.13 Indemnified Basic Claims** “Indemnified Basic Claims” means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorney fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.2.
- 1.14 Instructions to Offerors** “Instructions to Offerors” is Section 3-a of Part 3 of the Solicitation Documents.
- 1.15 Materials** “Materials” has the meaning given in A.R.S. § 41-2503(7). Materials includes software, except that if software is sold or provided as a service, then to the extent it consists of encoded information or computer instructions it is included in “Materials” and to the extent it is a service it described in “Services” below.
- 1.16 Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)** “Initial Offer” means, per A.A.C. R2-7-101(33), Offeror’s proposal submitted to State in response to the Solicitation, as initially submitted.
- “Revised Offer” means any revised versions of the Initial Offer that Offeror has submitted to State at State’s request as permitted under A.A.C. R2-7-C314 and R2-7-C315.
- “Best and Final Offer” (“BAFO”) means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror’s most favorable terms for price, service, and products to be delivered.
- Reference to “an Offer,” “the Offer,” or “your Offer” means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
- 1.17 Pricing Document** “Pricing Document” means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then “Pricing Document” is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
- 1.18 Procurement Officer** “Procurement Officer” means the person, or his or her designee, who has been duly authorized by the State to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.
- 1.19 Purchase Order** “Purchase Order” means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Purchase Order or many Purchase Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being a “Purchase Order”:
1. ☐ “Release” or “Release Purchase Order” in ProcureAZ;



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

2. ☐ "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or
3. ☐ "purchase order" for buying by Co-Op Buyers, if co-op buying applies.

- 1.20 Services** "Services" has the meaning given in A.R.S. § 41-2503(35), Services include the service aspects of software described in the definition of "Materials" above.
- 1.21 Specification** "Specification" has the meaning given in A.R.S. § 41-2561. Specifications (if any are included in the Contract), are indexed in the Scope of Work and could be bound separately from the other documents forming the Contract.
- 1.22 State** With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Purchase Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Purchase Order.
- 1.23 State Fiscal Year** "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.24 State Indemnitees** "State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
- 1.25 Subcontract** "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party, delegating, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.26 Subcontractor** "Subcontractor" has the meaning given in A.R.S. § 41-2503(38).
- 1.27 Work** "Work" means the totality of the provision of Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 ☐ Contract Interpretation

- 2.1 Arizona Law** The Contract is governed by, and is to be interpreted in accordance with, the laws of the State of Arizona, including, but not limited to the Arizona Procurement Code, without consideration of conflict of laws principles.
- 2.2 Implied Terms** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence** **COMPLEMENTARY DOCUMENTS.** All of the documents forming the Contract are complementary and all provisions are to be interpreted as a single, united Contract. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.
- CONFLICTS.** In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, the Contract documents and their provisions are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions within the same sub-section below, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.
- (a) ☐ Contract Amendments;
- (b) ☐ the Solicitation Documents, in the order:
- (1) ☐ Special Terms and Conditions;
- (2) ☐ Exhibits to the Special Terms and Conditions;



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- (3) ☐ Uniform Terms and Conditions;
- (4) ☐ Scope of Work;
- (5) ☐ Exhibits to the Scope of Work;
- (6) ☐ Pricing Document;
- (7) ☐ Exhibits to the Pricing Document;
- (8) ☐ Specifications; and
- (9) ☐ any other documents referenced or included in the Solicitation;

- (c) ☐ Orders, in reverse chronological order; and
- (d) ☐ Accepted Offer.

2.4 Severability

The provisions of this Contract are severable to the extent allowed under Arizona Contract Law. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract..

2.5 Complete Integration

The Contract, including any documents incorporated into the Contract by reference and any authorized Contract Amendments and Orders, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract. No course of prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing can independently bind the State to changes to the Contract.

2.6 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.7 No Waiver of Rights

Either party's failure to insist on strict performance of any term or condition of the Contract is not, and is not to be construed as being, nor will it be deemed, a waiver of that term or condition or a bar to, or diminishment of the right of, subsequent enforcement of any term or condition.

3.0 ☐ Contract Administration and Operation

3.1 Books and Records; Audit

- 3.1.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.
- 3.1.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 35-214 and-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.
- 3.1.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.1.1 and 3.1.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities. Any person who obstructs or impairs an audit being conducted or about to be conducted in relation to and Contract or Subcontract with the State may be found guilty of a Class 5 Felony under A.R.S. § 35-215.

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3.3 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.4 Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are to be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.5 Notices and Correspondence

3.5.1 TO CONTRACTOR. State shall:

- (a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and
- (b) address notices to Contractor to the "Contractor Name and Title" at the "Mailing Address" indicated in the Contract

3.5.2 TO STATE. Contractor shall:

- (a) address all Contract correspondence, other than notices, to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and
- (b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3.5.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

3.6 Signing of Contract Amendments

Contractor's counter-signature – or "approval" in ProcureAZ, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

- 4. ☐ extension of the term of the Contract within the maximum aggregate term;
- 5. ☐ revision to Procurement Officer appointment or contact information; or
- 6. ☐ modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in (1), (2), and (3) above, both parties' signature – or "approval" in ProcureAZ, in the case of a Change Order – are required to give it effect.

3.7 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic purchase order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor hereby acknowledges and agrees that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.8 Ownership of Intellectual Property

- 3.8.1 RIGHTS IN WORK PRODUCT. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.
- (a) ☐ "Government Purpose Rights" are:
- the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
 - the right to release or disclose that work product to third parties for any State government purpose; and
 - the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.
- (b) ☐ "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.
- 3.8.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- 3.8.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.8.1 above, and will remain the exclusive property of Contractor, provided that any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product.

3.9 Subcontracts

- 3.9.1 INITIAL LIST. At the time of Contract execution, Contractor may have listed prospective Subcontractors in Attachment 3-C to the Vendor Offer [*Proposed Subcontractors*]. If a Subcontractor is on this initial list in a Vendor Offer, then the Contractor has the Procurement Officer's advance consent to enter into a Subcontract with each listed candidate.
- 3.9.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3.9.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.10 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. Contractor acknowledges and agrees that under A.R.S. § 41-4401, State retains the legal right to inspect papers of any Contractor employee who works under the Contract to ensure compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.

3.11 Offshore Performance of Certain Work Prohibited Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.12 Purchase Orders

3.12.1 PURCHASE ORDER SUFFICIENCY. A Purchase Order issued by an authorized person that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Purchase Order.

3.12.2 PURCHASE ORDER TERMS. All Purchase Orders are subject to the Contract Terms and Conditions; a Purchase Order cannot modify the Contract Terms and Conditions.

3.12.3 PURCHASE ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Purchase Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Purchase Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Purchase Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Purchase Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.

3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Purchase Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Purchase Orders; and (d) State is not limited as to the number of Purchase Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Purchase Order or, if applicable, a Co-Op Buyer issues it.

3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.13 Other Contractors State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work.

3.14 Work on State Premises

3.14.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. Contractor shall comply with State security requirements in order to deliver, install, or perform at that particular location, without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract.

3.14.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall promptly repair or replace any damage it caused and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*].

3.15 Advertising, Publishing and Promotion of Contract

Contractor shall not advertise, promote, or otherwise use information concerning the Contractor commercial benefit without the prior written approval of Procurement Officer, which approval Procurement Officer may withhold at his or her discretion.

4.0 Costs and Payments

4.1 Payments

4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 or an equivalent form to the State unless excused by law from providing one.

4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Vendor Offer.

4.2 Applicable Taxes

4.2.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2 TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well as any



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

4.3 Availability of Funds for the Next State fiscal year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.4 Availability of Funds for the current State fiscal year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

- 4.4.1. Accept a decrease in price offered by the contractor;
- 4.4.2. Cancel the Contract; or
- 4.4.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

5.1 Amendments

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Assignment and Delegation

- 5.2.1 IN WHOLE. Contractor shall not assign or delegate its duties under the Contract, in whole or in part, without Procurement Officer's prior written consent; Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.
- 5.2.2 IN PART. Subject to paragraph 3.9 (*Subcontracts*) with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials if, and as, those duties are within the scope of the Work, until they have been accepted as conforming by State in the manner specified in the Purchase Order, or as specified generally elsewhere in the Contract if the Purchase Order does not provide particulars. Risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Basic Indemnification

6.2.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemnitees from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under worker compensation laws; and/or (c) arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

arises solely from those State Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnities for losses arising from the Work.

If Contractor is a public agency, this paragraph does not apply and subparagraph 6.2.1 below applies instead.

6.2.2 PUBLIC AGENCY. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

6.2.3 If Contractor is not a public agency, this paragraph does not apply and subparagraph above applies instead.

6.3 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorney fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. ☐ State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. ☐ Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. ☐ State may elect to participate in such action at its own expense; and
4. ☐ State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.3 does not apply.

6.4 Force Majeure

- 6.4.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.10 (*Performance in Public Health Emergency*), declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
- 6.4.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

- 6.4.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- 6.4.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

**6.5 Third Party
Antitrust
Violations**

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

7.0 ☐ Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

**7.2 Conformity to
Requirements**

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

7.3 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for 1 (one) year after acceptance by the State of the materials, they shall be:

- 7.3.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.3.2. Fit for the intended purposes for which the materials are used;
- 7.3.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.3.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.3.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

**7.5 Compliance
with Laws**

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

7.6 Survival of Rights and Obligations after Contract Expiration or Termination

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7.7 Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.8 Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.9 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.2 (*Assignment and Delegation*) that expressly recognizes the event.

7.10 Performance in Public Health Emergency

Contractor warrants that it will:

1. ☐ have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
2. ☐ provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.4 (*Force Majeure*) for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

7.11 Lobbying

7.11.1 PROHIBITION.

(a) ☐ Contractor warrants that:

- i. ☒ will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

ii. Upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) ☐ Contractor shall implement and maintain adequate controls to assure compliance with (a) above.

(c) ☐ Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

8.0 ☐ State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1. The State may, at any time, by written order to the Contractor (the "Stop Work Order"), require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State in the Stop Work Order. The order shall be specifically identified as a Stop Work Order issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage.

8.2.2. If a Stop Work Order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. If the Procurement Officer determines that an equitable adjustment is necessary, he or she shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 ☐ Contract Termination

9.1 Cancellation for Conflict of Interests

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

9.5 Termination for Default

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 ☐ Contract Claims

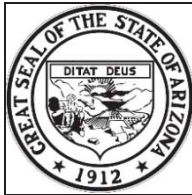
10.1 Claim Resolution

Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to the Arizona Procurement Code, including judicial review under A.R.S. § 12-1518.

10.2 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

End of Section 2-D
End of Part 2



Request for Proposal

Solicitation No.
ADSP019-00008376
Description:

Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 3-C Proposed Subcontractors

Check "NO" if you **WILL NOT** subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

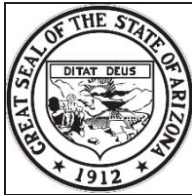
☐ NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

☒ YES, the Offeror will use the Subcontractors listed below:

| | Name and contact information | Small Business | Work to be performed | % |
|----|--|----------------|---|----------|
| 1. | <u>Gila Electronics</u> <u>2481 E Palo Verde St</u> <u>Yuma, AZ 85365</u> <u>(928) 726-0896</u> | <u>YES</u> | <u>Front-line sales, support, engineering, and field service as a regional Manufacturer's Representative ("MR") of Motorola serving primarily Yuma, La Paz, and Mohave counties.</u> | <u>5</u> |
| 2. | <u>ADW Communications</u> <u>14350 N 87th St #145</u> <u>Scottsdale, AZ 85260</u> <u>(480) 291-6820</u> | <u>YES</u> | <u>Provides turnkey project management, engineering, and construction services for wireless infrastructure.</u> | <u>5</u> |
| 3. | <u>Mangum Civil Constructors, Inc.,</u> <u>1075 E Salter Dr</u> <u>Phoenix, AZ 85024</u> <u>(602) 466-3926</u> | <u>YES</u> | <u>Full range of construction and technical services in the general and wireless construction industry and are an "In-House" builder with it's own civil, tower, DC and fiber crews</u> | <u>5</u> |
| 4. | <u>High Desert Communications, Inc.,</u> <u>372 W Cullumber Ave</u> <u>Gilbert, AZ 8523</u> <u>(480) 632-0020</u> | <u>NO</u> | <u>Full service communication site/tower design, engineering, installation, and ongoing support.</u> | <u>5</u> |
| 5. | <u>NB Construction, Inc.,</u> <u>16602 N 23rd Ave Ste 111</u> <u>Phoenix, AZ 85023</u> <u>(480) 947-3599</u> | <u>NO</u> | <u>Provider of wireless communications site development services for government, enterprise and commercial carriers.</u> | <u>5</u> |



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

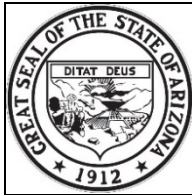
Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

| | | | | |
|----|--|----|---|---|
| 6. | Arizona West Builders, Inc., 7515 S Atwood Mesa, AZ 85212 (480) 988-3630 | NO | Licensed general contractor that specializes in “turn-key” construction and maintenance solutions for the cellular industry including tower erection, foundations, excavations, electrical, RF and microwave installation/services, site surveys, power and Telco coordination services. | 5 |
| 7. | Pyramid Network Services, LLC. 6615 Towpath Road East Syracuse, NY 13057 (315) 701-1300 | NO | Pyramid is Motorola Solutions largest preferred vendor for site development services across the United States and Canada, and has completed over 340 distinct public safety projects. Pyramid Network Services— is a leading nationwide turnkey communications systems contractor delivering cost effective solutions to design, develop and deploy wireless communications networks for both commercial carriers AND Federal, State, & Local public safety agencies. | 5 |

End of Attachment 3-C



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 5-B Conformance Statements

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH **ERROR! REFERENCE SOURCE NOT FOUND.** OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS: (PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

☐

YES – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents and attests that its Offer complies with both.

☒

NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 1**.

CONFORMANCE TO THE TECHNICAL DOCUMENTS: (PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

☐

YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

☒

NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS: (PART 2 OF THE SOLICITATION)

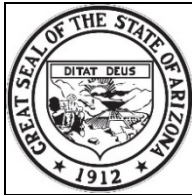
Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

☐

YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

☒

NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 3**.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

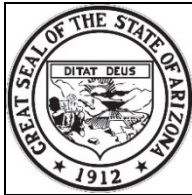
| Article / Paragraph or Exhibit Reference | Proposed Changes / Alternate Language | Rationale for Proposed Change |
|--|---|---|
| Section 1-A: Solicitation Details | | |
| x | x | x |
| x | x | x |
| x | x | x |
| Section 1-B: Instructions to Offerors | | |
| 6.3 Cost or Pricing Data | Pursuant to A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2), Motorola certifies to the best of its knowledge and belief the pricing provided within its response is accurate, complete and current. Motorola will cooperate with reasonable requests for pricing validity information but will not be required to provide its internal cost and pricing data which it considers confidential and proprietary information. | 9.16.19 See attached Change Log to Attachment 5-B Exceptions, ("5-B Change Log"). |

Motorola Solutions, Inc.

Company Name

Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)



Request for Proposal

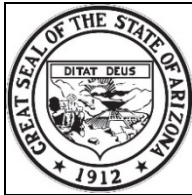
Solicitation No.
ADSP019-00008376
Description:

Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

ATTACHMENT 5-B Supplement No. 2: Exceptions to Technical and Commercial

| Article / Paragraph or Exhibit Reference | Proposed Changes / Alternate Language | Rationale for Proposed Change |
|---|---|--|
| Section 2-A: Scope of Work (Technical Document) | | |
| 2.49.4 E&M / DC Control | Comply with clarification, No DC Control, Exception on DC Contact Keying | 9.16.19 See attached 5-B Change Log for all Section 2-A. |
| 2.52.1 Physical Construction | Comply w/ one exception 36.8 lbs x | |
| 2.52.5 | Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz | |
| 2.55.1 x | Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz | |
| 3.23.1x | Exception- PTP820 doesn't provide way-side service channel. | |
| 3.37 Feed Connection | Exception-TNC connectors | |
| 3.39.1 | Exception – 100/200KHz options not supported (OK) - cnReach is a software defined radio. In 900 MHz MAS band current max bandwidth is 50 kHz but 100/200 kHz channels can be added via roadmap. | |
| Capacity Received Signal Level (RSL) in dBm (c) 28 - DS-1 / 10 MHz -73 76 73 76 77 | Exception-not offered | |
| Capacity Received Signal Level (RSL) in dBm d) 84 - DS-1 / 30 MHz -68 72 69 71 73 | Exception not offered | |



Request for Proposal

Solicitation No.
ADSP019-00008376

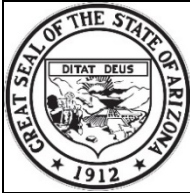
Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

| | | |
|--|---|--|
| Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 / 10 MHz -80 | Exception not offered | |
| Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 / 30 MHz -67 73 | Exception not offered | |
| Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 - 78 | Exception not offered | |
| Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 - 68 73 | Exception not offered | |
| 4.5.1 | Exception-Motorola has a 2-yr standard warranty on microwave and LMR antennas. If any products are discontinued Motorola will be able to provide spare parts and repair for a period of 7 yrs. | |
| 5.15.12 | Motorola does not support DC control | |
| 5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (a) | Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface. | |
| 5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (b) | Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface. | |
| 5.16.5 Maintainability (a) | Exception Motorola's CCGWs can support from 1 to 8 channels per module. | |



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Section 2-B: Commercial Document

Section 2.1 Contractor Best Pricing

Motorola takes exception to this provision and requires its removal.

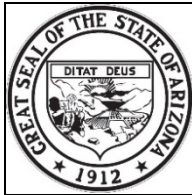
Motorola Solutions builds communication equipment, systems and solutions that do not fit within a standard conventional pricing framework. Due to the unique pricing and design specifications for each customer's communication equipment, system and solution requirements, Motorola Solutions cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers^{9.16.19} See attached 5-B Change Log.

Motorola Solutions, Inc.

Company Name

Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

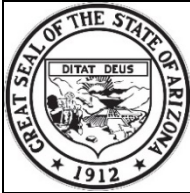
Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

ATTACHMENT 5-B Supplement No. 3: Exceptions to Contract Terms & Conditions

| Article/ Paragraph or Exhibit Reference | Proposed Changes / Alternate Language | Rationale for Proposed Change |
|---|--|--|
| Section 3-A: Special Terms & Conditions | | |
| Section 6.1 Contractor Insurance Indemnification Clause | Motorola complies with the general indemnification described in this section subject to removing the words "or intangible" and "arising or recovered under the Worker's Compensation Law". | Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSP013-036880. 9.16.19 See attached 5-B Change Log |
| Section 6.1 Contractor Insurance- Insurance Requirements | Please see the attached proposed modifications for how Motorola can comply with the State's insurance requirements | The parties have previously negotiated an insurance module in the Arizona Department of Transportation Solicitation # T11-43-00008, agreed as applicable to ADSP013-036880. Motorola's Corporate Insurance Department believes that the changes it has made to this section are in line with what has been previously negotiated and agreed upon between the State and Motorola. 9.16.19 see attached 5-B Change Log |
| Section 13.1 Applicability | Motorola complies with the language with the removal of the words 'or from others at State's behest.' | It is unclear if Motorola has a contractual relationship with the 3rd party. 9.16.19 See attached 5-B Change Log |



Request for Proposal

Solicitation No.
ADSP019-00008376

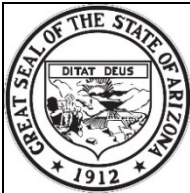
Description:
Public Communications Equipment and Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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|---|---|---|
| Section 13.2 Data Protection & Confidentiality | Motorola proposes the following language in lieu of the RFP language: Contractor warrants that, to the extent the Work includes (1) or (2) above, it will establish and maintain procedures and controls for ensuring that State's proprietary and sensitive data is protected from unauthorized access and that information obtained from the State in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. Contractor, the third party manufacturer, and the copyright owner of any non-Contractor software own and retain all of their respective proprietary rights in the equipment and software, and nothing in this Article 13 is intended to restrict their proprietary rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to State the Work remain vested exclusively in Contractor, and this Article 13 does not grant to State, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights. | The RFP language "all data created by Contractor" in the next to last sentence of the first paragraph in this section implies transfer of IP rights, which is not contemplated in the work Motorola would be performing. 9.16.19 See attached 5-B Change Log |
| Section 13.2.1 Data Protection & Confidentiality | Motorola complies with the language in 13.2.1.a and b with the following suggested modifications: (1) with the replacement of 'immediately' with 'promptly' and (2) in 13.2.1.b with the insertion of 'reasonably' at the beginning of the statement. Motorola takes exception to 13.2.c and requests its removal. | Motorola requests these modifications to be in line with industry standard language. Regarding 13.2.c., it is not reasonably practicable to notify the State to every possible threat which might affect the system. 9.16.19 See attached 5-B Change Log. |
| Section 13.2.2 Data Protection & Confidentiality | Motorola complies with the language in 13.2.2.a with the insertion of 'except as required by law' at the beginning of the statement. | Motorola requests these modifications to be in line with industry standard language. 9.16.19 See attached 5-B Change Log. |
| Section 13.3.2 Personally Identifiable Information | Motorola clarifies that it maintains industry standard security measures to protect the Solution from intrusion, breach, corruption, or other security risk. Please see Section 4.1 of the attached Subscription Services Addendum for more information on Motorola's compliance with security standards. | Motorola asserts it is CJIS compliant. 9.16.19 See attached 5-B Change Log. |



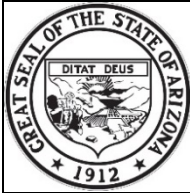
Request for Proposal

Solicitation No.
ADSP019-00008376
Description:

Public Communications Equipment and Services

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State Procurement Office
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| Section 14.3.3 Access Control | Motorola proposes the inclusion of the following language within this section: To the extent permitted by law, State retains ownership of State Data. State grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such State Data for the purpose of providing the Subscription Services to State, other Motorola customers and end users. In addition to the rights listed above, State grants Motorola a license to sell an Anonymized version of State Data for any purpose. | Motorola requests the ability to retain rights to use anonymized and derivative data for purposes of improving its product. 9.16.19 See attached 5-B Change Log. |
| Section 14.4 Pass-through Indemnity | Motorola proposes the language in Section 3 of the Additional Provisions in place of the RFP language regarding infringement indemnity: | Motorola requests the use of its standard intellectual property infringement indemnities for its solutions. 9.16.19 See attached 5-B Change Log. |
| Section 14.8.2.b Information Technology Warranty | Motorola proposes the following language in lieu of the RFP: At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call. | As is industry standard, Motorola does not provide a warranty against worms and viruses. 9.16.19 See attached 5-B Change Log. |
| Section 14.11.2 Cloud Applications | Motorola requests 'serious flaws' be expressly defined. Motorola will not allow either State or third-party penetration testing from within Motorola's system | Requested definition to clarify between the parties what errors are agreed as serious meriting correction. Motorola's security policies do not allow outside-Motorola entities access to Motorola's internal system for penetration testing. 9.16.19 See attached 5-B Change Log. |



Request for Proposal

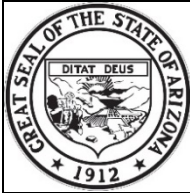
Solicitation No.
ADSP019-00008376
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| Section 14.11.3 Cloud Applications | Motorola proposes the following language: Contract will submit a copy of system logs specific to the State from cloud system to State of AZ security team on an annual basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System). | Motorola requests clarity on what logs are being requested and the proposed regularity of such requests. 9.16.19 See attached 5-B Change Log. |
| Section 15.1 Drug Testing Program | Motorola affirms that all employees are required to submit to a five-panel drug screen at the time of hire, where permitted by law. If Motorola is awarded the contract, Motorola agrees to discuss the need for additional drug tests of Motorola employees and to negotiate a contractual provision that is mutually acceptable and compliant with applicable law. However, in no event can Motorola agree to waive the rights of its employees, nor can Motorola provide the Customer with any information protected by law, including but not limited to drug test results. | Motorola cannot agree to waive the rights of its employees or to providing information protected by law, including drug test results. 9.16.19 See attached 5-B Change Log. |

| Article/ Paragraph or Appendix Reference | Proposed Changes / Alternate Language | Rationale for Proposed Change |
|--|--|---|
| Section 3-B: Uniform Terms & Conditions | | |
| Section 3.1 Books and Records; Audit | Motorola understands and will comply with all applicable Arizona statutes with the clarifying assertion that Motorola considers its books and records, including those related to product cost data, to be trade secrets, confidential or proprietary and as may be provided by Arizona law, should not be used, duplicated or disclosed to any other third party. | Motorola considers its internal books and records confidential and proprietary information. 9.16.19 See attached 5-B Change Log. |



Request for Proposal

Solicitation No.
ADSP019-00008376
Description:

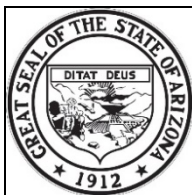
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|---|--|--|
| Section 3.4 Inspection and Testing | Motorola acknowledges the State's right to inspect materials, equipment and workmanship at Motorola manufacturing or staging facilities for the limited purpose of evaluating Motorola's performance of this Agreement. Motorola requires thirty days' written notice prior to the inspection of any facility and the State will be responsible for its own costs associated with such inspection. Motorola will restrict inspection of its facilities to areas that are relevant to the performance of the Contract, and to areas which Motorola Solutions does not consider confidential or proprietary in nature. A Motorola representative must accompany State's employees at all times." | Motorola requires sufficient notice of State's intent to inspect Motorola facilities. 9.16.19 See attached 5-B Change Log. |
| Section 3.8 Ownership of Intellectual Property | It is Motorola's understanding from past dealings with the State Procurement Office that the State is not interested in obtaining ownership interest in any intellectual property and accordingly, these sections, or any other section that may give ownership rights in intellectual property, are not applicable and be of no cause and effect in this contract. | Motorola is providing products and services that are commercially available to any customer and does not intend to perform any Works For Hire. The Pricing included in Motorola's proposal does not reflect the transfer of any intellectual property rights to the State. If performance results in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), such Discoveries and the intellectual property embodied therein will be owned exclusively by Motorola. If subsequently the State elects to purchase and Motorola elects to sell development services that are intended to result in a new product to be owned by the State, the parties will execute a separate development or Work for Hire agreement. 9.16.19 See attached 5-B Change Log. |



Request for Proposal

Solicitation No.
ADSP019-00008376

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| | | |
|---|--|--|
| Section 6.2 Basic Indemnification | Motorola proposes that all indemnification be handled as provided for in Subsection 6.1- Indemnification of the Special Terms and Conditions. | Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3 of the Special Terms and Conditions in Section 2-C. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSP013-036880. 9.16.19 See attached 5-B Change Log. |
| Section 6.3 Patent and Copyright Indemnification | Please see Section 3 of the attached Additional Provisions which describe Motorola's IP Infringement Indemnifications. | Motorola requests the use of its standard intellectual property infringement indemnities for its solutions. 9.16.19 See attached 5-B Change Log. |
| Section 7.2 and 7.3 Conformity and Quality | Please see the attached Section 1 of the Additional Provisions below which explain Motorola's suggested way to address warranty which is in a like manner as in the current contracts between the parties for similar products (i) ADSP013-036613 and (ii) ADSP013-036880. | Motorola proposes addressing the State's warranty requirements in a manner consistent with previous contracts. 9.16.19 See attached 5-B Change Log. |
| Section 9.5.3 Termination for Default | Motorola complies subject to excess costs being reasonable and for materials and services not exceeding that specified in the contract less the unpaid portion of the contract price. | Motorola proposes the suggested modifications to clarify termination costs to be reasonable. 9.16.19 See attached 5-B Change Log. |
| 5C Insurance Certificate | Please see Motorola's Evidence of Coverage Certificate and modifications to the Special Terms and Conditions, Section 6.2, for Motorola's coverage details. Motorola agrees all COI, endorsements and waivers must be valid and provided via email to State Contract Manager within 30 days of contract execution and before any work commences. Motorola's surety requires a signed agreement prior to issuing COI. | 9.16.19 See attached 5-B Change Log. |

Motorola Solutions, Inc.

Company Name

Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)

End of Attachment 5-B

PART 3 of the Solicitation Documents

SECTION 3-B: Offer Forms

Page 11 of 12

3

Template version 2.0 (01-FEB-2017)

A v a i l a b l e o n l i n e a t : P r o c u r e . A Z . g o v

State Response to Exceptions
Motorola Change Log/Revised Attachment 5-B Exceptions 9.16.19

ATTACHMENT 5-B Supplement No. 1:
Exceptions to Instructions

| Article / Paragraph or Exhibit Reference | Proposed Changes / Alternate Language | Rationale for Proposed Change | State Response | Vendor Response |
|--|---|---|--|---|
| Section 1-A: Solicitation Details | | | | |
| x | None | x | | |
| Section 1-B: Instructions to Offerors | | | | |
| 6.3 Cost or Pricing Data | Pursuant to A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2), Motorola certifies to the best of its knowledge and belief the pricing provided within its response is accurate, complete and current. Motorola will cooperate with reasonable requests for pricing validity information but will not be required to provide its internal cost and pricing data which it considers confidential and proprietary information. | Public exposure of Motorola's internal costs and pricing would put it at a severe competitive disadvantage. | Rejected, exception not accepted. Catalog/list pricing along with % off list data is required as part of soliciataion and is not considered confidential per R2-7-103. | 7/25/19 Motorola verbally agreed 8-8-19 Motorola concurs |
| | | | | |

ATTACHMENT 5-B Supplement No. 2:
Exceptions to Technical and Commercial

| Article / Paragraph or Exhibit Reference | Proposed Changes / Alternate Language | Rationale for Proposed Change | State Response | |
|---|--|-------------------------------|--|--|
| Section 2-A: Scope of Work (Technical Document) | | | | 8/28/19 Motorola agreed with the State's responses to Motorola's clarifications and exceptions in this Section 2-A |
| 2.49.4 E&M / DC Control | Comply with clarification, No DC Control, Exception on DC Contact Keying | x | Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after. | 7/25/19 Motorola verbally agreed |
| 2.52.1 Physical Construction | Comply w/ one exception 36.8 lbs x | x | Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after. | 7/25/19 Motorola verbally agreed |
| 2.52.5 | Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz | x | Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after. | 7/25/19 Motorola verbally agreed |
| 2.55.1 X | Exception 10Mhz to 1050Mhz (useable from 100kHz); Optional to 2700MHz | | Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after. | 7/25/19 Motorola verbally agreed |
| 3.23.1x | Exception- PTP820 doesn't provide way-side service channel. | | Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after. | 7/25/19 Motorola verbally agreed |
| 3.37 Feed Connection | Exception-TNC connectors | | Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after. | 7/25/19 Motorola verbally agreed |

ATTACHMENT 5-B Supplement No. 1:

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| 3.39.1 | Exception – 100/200KHz options not supported (OK) - cnReach is a software defined radio. In 900 MHz MAS band current max bandwidth is 50 kHz but 100/200 kHz channels can be added via roadmap. | | Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after. | 7/25/19 Motorola verbally agreed |
| Capacity Received Signal Level (RSL) in dBm (c) 28 - DS-1 / 10 MHz -73 76 73 76 77 | Exception-not offered | | Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section. | 7/25/19 Motorola agreed to remove exception |
| Capacity Received Signal Level (RSL) in dBm d) 84 - DS-1 / 30 MHz -68 72 69 71 73 | Exception-not offered | | Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section. | 7/25/19 Motorola agreed to remove exception |
| Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 / 10 MHz -80 | Exception-not offered | | Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section. | 7/25/19 Motorola agreed to remove exception |
| Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 / 30 MHz -67 73 | Exception-not offered | | Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section. | 7/25/19 Motorola agreed to remove exception |
| Capacity Received Signal Level (RSL) in dBm (b) 28 - DS-1 - 78 | Exception-not offered | | Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section. | 7/25/19 Motorola agreed to remove exception |
| Capacity Received Signal Level (RSL) in dBm (c) 84 - DS-1 - 68 73 | Exception-not offered | | Rejected, exception not accepted. For standardization and uniformity concerns the clause must remain. If it's not applicable, Offeror shall just ignore this section. | 7/25/19 Motorola agreed to remove exception |
| 4.5.1 | Exception-Motorola has a 2-yr standard warranty on microwave and LMR antennas. If any products are discontinued Motorola will be able to provide spare parts and repair for a period of 7 yrs. | | Accept, the State will accept the exception with End Of Life Notification being provided in writing and buyer being notified of End Of Life Notification at time of order placement. | 7/25/19 Motorola verbally agreed |
| 5.15.12 | Motorola does not support DC control | | Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after. | 7/25/19 Motorola verbally agreed |
| 5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (a) | Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface. | | Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after. | 7/25/19 Motorola verbally agreed |

ATTACHMENT 5-B Supplement No. 1:

| | | | | |
|---|--|---|--|--|
| 5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles (b) | Exception CAT5e cable range is only 100 mts. However, Motorola can provide a fiber link to connect the base station to the Conventional interface. | | Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after. | 7/25/19 Motorola verbally agreed |
| 5.16.5 Maintainability (a) | Exception Motorola's CCGWs can support from 1 to 8 channels per module. | | Accept, the exception is accepted by the State as a clarification. As stated in Section 2-A Scope of Work 1.3 This is a multi-award contract, The State may choose not to engage with a vendor, if noted clarifications impact product or services sought after. | 7/25/19 Motorola verbally agreed |
| Section 2-B: Commercial Document | | | | |
| Section 2.1 Contractor Best Pricing | Motorola takes exception to this provision and requires its removal. | Motorola Solutions builds communication equipment, systems and solutions that do not fit within a standard conventional pricing framework. Due to the unique pricing and design specifications for each customer's communication equipment, system and solution requirements, Motorola Solutions cannot guarantee that the pricing offered in this proposal is no higher or lower than prices offered to other customers. | Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers. | 7/25/19 Motorola will send new language to review 8/14/19 Please see below language. Price Guarantee: During the Term of the Agreement and provided Customer is in compliance with all provisions of the Agreement, Motorola asserts its pricing for products and services offered on this Agreement will be consistent with competitively priced products and services for similarly situated state and local customers within the State of Arizona purchasing the same or similar products and services sold in like quantities on substantially similar or comparable terms and conditions. This price guarantee excludes volume discounts, Federal, dealer, and third party distributor pricing. |
| | | | | |

ATTACHMENT 5-B Supplement No. 3:

Exceptions to Contract Terms & Conditions

| Article / Paragraph or Exhibit Reference | Proposed Changes / Alternate Language | Rationale for Proposed Change | State Response |
|--|---------------------------------------|-------------------------------|----------------|
| Section 3-A: Special Terms & Conditions | | | |

ATTACHMENT 5-B Supplement No. 1:

| | | | | |
|---|--|--|--|---|
| Section 6.1 Contractor Insurance Indemnification Clause | Motorola complies with the general indemnification described in this section subject to removing the words “or intangible” and “arising or recovered under the Worker’s Compensation Law”. | Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSP013- 036880. | Rejected, exception not accepted. Please be specific in your request for a exception. Exceptions from previous contracts (7-9 years old) may not be acceptable. 8-8-19 Please see attachment FINAL Attachment 5-A Confidential Information Designation - State Response 8-8-19 | 8/8/19 Motorola acknowledges receipt of State's response to Attachment 5-A Confidential Information Designation and asserts Motorola insurance policies are its confidential and proprietary information not generally known externally and will cause Motorola harm if released. Motorola will not release copies of its policies. |
| Section 6.1 Contractor Insurance- Insurance Requirements | Please see the attached proposed modifications for how Motorola can comply with the State's insurance requirements | The parties have previously negotiated an insurance module in the Arizona Department of Transportation Solicitation # T11-43-00008, agreed as applicable to ADSP013-036880. Motorola's Corporate Insurance Department believes that the changes it has made to this section are in line with what has been previously negotiated and agreed upon between the State and Motorola. | Rejected, exception not accepted. Please be specific in your request for a exception. Exceptions from previous contracts (7-9 years old) may not be acceptable. 8-8-19 Please see attachment FINAL Attachment 5-A Confidential Information Designation - State Response 8-8-19 9-6-19 State will discuss duiring meeting on 9/9/19 | 9.16.19 Motorola includes its revised Insurance redline as discussed with State on 9.13.19; please see attached redline and comment. |
| Section 13.1 Applicability | Motorola complies with the language with the removal of the words 'or from others at State's behest.' | It is unclear if Motorola has a contractual relationship with the 3rd party. | Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers. | 7/25/19 Motorola verbally agreed 8/8/19 Motorola notes it withdrew based upon this provision may not be applicable to Motorola's scope of work; specific requirement to be addressed with task order. |
| Section 13.2 Data Protection & Confidentiality | Motorola proposes the following language in lieu of the RFP language: Contractor warrants that, to the extent the Work includes (1) or (2) above, it will establish and maintain procedures and controls for ensuring that State's proprietary and sensitive data is protected from unauthorized access and that information obtained from the State in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. Contractor, the third party manufacturer, and the copyright owner of any non-Contractor software own and retain all of their repective proprietary rights in the equipment and software, and nothing in this Article 13 is intended to restrict their proprietary rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to State the Work remain vested exclusively in Contractor, and this Article 13 does not grant to State, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights. | The RFP language "all data created by Contractor" in the next to last sentence of the first paragraph in this section implies transfer of IP rights, which is not contemplated in the work Motorola would be performing. | Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers. 7/25/19 - State added langauge - Upon the issuance of a Task Order, requirements will be defined. IP rights will not be transferred | 8/9/19 Motorola agrees with State's language as noted in comment dated 7/25/19. |

ATTACHMENT 5-B Supplement No. 1:

| | | | | |
|---|--|--|---|--|
| Section 13.2.1 Data Protection & Confidentiality | Motorola complies with the language in 13.2.1.a and b with the following suggested modifications: (1) with the replacement of 'immediately' with 'promptly' and (2) in 13.2.1.b with the insertion of 'reasonably' at the beginning of the statement. Motorola takes exception to 13.2.c and requests its removal. | Motorola requests these modifications to be in line with industry standard language. Regarding 13.2.c., it is not reasonably practicable to notify the State to every possible threat which might affect the system. | Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers. 7/25/19 - State added language - Upon the issuance of a Task Order, requirements will be defined. | 8/9/19 Motorola agrees with State's language as noted in comment dated 7/25/19. |
| Section 13.2.2 Data Protection & Confidentiality | Motorola complies with the language in 13.2.2.a with the insertion of 'except as required by law' a the beginning of the statement. | Motorola requests these modifications to be in line with industry standard language. | Rejected, exception not accepted. The State requires standardization and uniformity of contract language across its suppliers. 7-25-19 - The State accepts the addition "except as required by law" | 8/9/19 Motorola agrees with State's language as noted in comment dated 7/25/19. |
| Section 13.3.2 Personally Identifiable Information | Motorola clarifies that it maintains industry standard security measures to protect the Solution from intrusion, breach, corruption, or other security risk. Please see Section 4.1 of the attached Subscription Services Addendum for more information on Motorola's compliance with security standards. | Motorola asserts it is CJIS compliant. | Rejected, exception not accepted. The State requires that you meet the States requirements at a minimum. | 7/21/19 Motorola may be acceptable, State to verify Federal requirements vs State requirements 8/28/19 Motorola verbally accepts 9/10/19 Motorola accepted. |
| Section 14.3.3 Access Control | Motorola proposes the inclusion of the following language within this section: To the extent permitted by law, State retains ownership of State Data. State grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such State Data for the purpose of providing the Subscription Services to State, other Motorola customers and end users. In addition to the rights listed above, State grants Motorola a license to sell an Anonymized version of State Data for any purpose. | Motorola requests the ability to retain rights to use anonymized and derivative data for purposes of improving its product. | Rejected, exception not accepted. | 7/25/19 Motorola verbally agreed 8/8/19 Motorola agrees. |
| Section 14.4 Pass-through Indemnity | Motorola proposes the language in Section 3 of the Additional Provisions in place of the RFP language regarding infringement indemnity: | Motorola requests the use of its standard intellectual property infringement indemnities for its solutions. | Rejected - Any compromise in wording of the Indemnification clause that reduces protection or shifts liability back to the State of Arizona are in direct violation of A.R.S. § 41-621 and A.R.S. § 35-154. The State cannot accept this exception. | 7/25/19 Motorola to review 8/28/19 Motorola conditionally accepts 9/10/19 Motorola agrees to withdraw exception. |
| Section 14.8.2.b Information Technology Warranty | Motorola proposes the following language in lieu of the RFP: At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call. | As is industry standard, Motorola does not provide a warranty against worms and viruses. | Rejected, exception not accepted. (b) the COTS software will, to the best of its knowledge , at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and | 7/25/19 Motorola to review will probably accept 8/8/19 Motorola accepts State's language. |

ATTACHMENT 5-B Supplement No. 1:

| | | | | |
|---|---|--|---|--|
| Section 14.11.2 Cloud Applications | Motorola requests 'serious flaws' be expressly defined. Motorola will not allow either State or third-party penetration testing from within Motorola's system | Requested definition to clarify between the parties what errors are agreed as serious meriting correction. Motorola's security policies do not allow outside-Motorola entities access to Motorola's internal system for penetration testing. | Rejected, exception not accepted. 7/25/19 - State added language - Upon the issuance of a Task Order, requirements will be defined. | 7/25/19 Motorola to review 8/8/19 Motorola agrees with State's added language regarding issuance of Task Order. |
| Section 14.11.3 Cloud Applications | Motorola proposes the following language: Contract will submit a copy of system logs specific to the State from cloud system to State of AZ security team on an annual basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System). | Motorola requests clarity on what logs are being requested and the proposed regularity of such requests. | Rejected, exception not accepted. 7/25/19 - State added language - Upon the issuance of a Task Order, requirements will be defined. | 7/25/19 Motorola to review 8/8/19 Motorola agrees with State's added language regarding issuance of Task Order. |
| Section 15.1 Drug Testing Program | Motorola affirms that all employees are required to submit to a five-panel drug screen at the time of hire, where permitted by law. If Motorola is awarded the contract, Motorola agrees to discuss the need for additional drug tests of Motorola employees and to negotiate a contractual provision that is mutually acceptable and compliant with applicable law. However, in no event can Motorola agree to waive the rights of its employees, nor can Motorola provide the Customer with any information protected by law, including but not limited to drug test results. | Motorola cannot agree to waive the rights of its employees or to providing information protected by law, including drug test results. | Rejected, exception not accepted. | 7/25/19 Motorola to review 8/8/19 Pursuant to conversation with State on 7/25/19, this provision has limited applicability to DOC and historically Motorola employees have agreed to background checks. Motorola withdraws its exception. |
| Section 3-B: Uniform Terms & Conditions | | | | |
| Section 3.1 Books and Records; Audit | Motorola understands and will comply with all applicable Arizona statutes with the clarifying assertion that Motorola considers its books and records, including those related to product cost data, to be trade secrets, confidential or proprietary and as may be provided by Arizona law, should not be used, duplicated or disclosed to any other third party. | Motorola considers its internal books and records confidential and proprietary information. | Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions. | 6/10/19 Response Motorola acknowledges the State's audit requirements. The statements here are meant to clarify and assert that any Motorola cost information provided be afforded trade secret protections pursuant to AZ law. 8/9/19, Pursuant to conversation on 7/25/19, vendor cost and price data is not required if State elects to audit Motorola's performance. |

ATTACHMENT 5-B Supplement No. 1:

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|---|--|--|--|---|
| Section 3.4 Inspection and Testing | Motorola acknowledges the State's right to inspect materials, equipment and workmanship at Motorola manufacturing or staging facilities for the limited purpose of evaluating Motorola's performance of this Agreement. Motorola requires thirty days' written notice prior to the inspection of any facility and the State will be responsible for its own costs associated with such inspection. Motorola will restrict inspection of its facilities to areas that are relevant to the performance of the Contract, and to areas which Motorola Solutions does not consider confidential or proprietary in nature. A Motorola representative must accompany State's employees at all times." | Motorola requires sufficient notice of State's intent to inspect Motorola facilities. | Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions. | 6/10/19 Response This is a clarification only; Motorola agrees with the State having the contractual right to inspect at its facilities and seeks to outline the parameters of that process 7/25/19 Verbal agreement to remove exception 8/9/19 Motorola concurs. |
| Section 3.8 Ownership of Intellectual Property | It is Motorola's understanding from past dealings with the State Procurement Office that the State is not interested in obtaining ownership interest in any intellectual property and accordingly, these sections, or any other section that may give ownership rights in intellectual property, are not applicable and be of no cause and effect in this contract. | Motorola is providing products and services that are commercially available to any customer and does not intend to perform any Works For Hire. The Pricing included in Motorola's proposal does not reflect the transfer of any intellectual property rights to the State. If performance results in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), such Discoveries and the intellectual property embodied therein will be owned exclusively by Motorola. If subsequently the State elects to purchase and Motorola elects to sell development services that are intended to result in a new product to be owned by the State, the parties will execute a separate development or Work for Hire agreement. | Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions. If it's not applicable, Offeror shall just ignore this section. | 6/10/19 Response Motorola would not be providing any custom development work for the State under this agreement and believes this provision to be non applicable. Would the State please confirm. 8/8/19 Pursuant to 7/25/19 discussion, intellectual property ownership is not contemplated in the agreement. |
| Section 6.2 Basic Indemnification | Motorola proposes that all indemnification be handled as provided for in Subsection 6.1- Indemnification of the Special Terms and Conditions. | Motorola believes that Workers Compensation is provided for and covered in Subsection 6.1.3 of the Special Terms and Conditions in Section 2-C. The proposed edits are consistent with the indemnification language agreed by the State in previous contracts, including ADSP013-036880. | Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions. | 6/10/19 Response Motorola proposes that the general indemnity provisions be governed by Subsection 6.1 within the Special Terms and Conditions in lieu of the basic indemnity outlined in the Uniform terms and conditions; this is consistent with ADSP013-036880. 7/25/19 Verbal agreement to remove exception 8/8/19 Agreed, during the 7/25 conversation, parties agreed if modification need to handle in special T&C |

ATTACHMENT 5-B Supplement No. 1:

| | | | | |
|---|--|--|---|--|
| Section 6.3 Patent and Copyright Indemnification | Please see Section 3 of the attached Additional Provisions which describe Motorola's IP Infringement Indemnifications. | Motorola requests the use of its standard intellectual property infringement indemnities for its solutions. | Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions. | 6/10/19 Response Motorola proposes the inclusion of its industry standard IP Infringement Indemnity for its solutions in lieu of the RFP Patent and Copyright Indemnification, which did not appear t be pursuant to State statute. 7/25/19 Verbal agreement to remove exception 8/8/19 Handle in special T&C's |
| Section 7.2 and 7.3 Conformity and Quality | Please see the attached Section 1 of the Additional Provisions below which explain Motorola's suggested way to address warranty which is in a like manner as in the current contracts between the parties for similar products (i) ADSP013-036613 and (ii) ADSP013-036880. | Motorola proposes addressing the State's warranty requirements in a manner consistent with previous contracts. | Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions. | 6/10/19 Response Motorola is proposing its express warranties which apply to its products and services; these are also consistent with the warranty provisions agreed to in previous contracts ADSP013-036613 and ADSP013-036880. 7/25/19 Motorola to compare. Motorola warranty may be exceed requirements. 8/8/19 Motorla accepts, discussion was for clarification. |
| Section 9.5.3 Termination for Default | Motorola complies subject to excess costs being reasonable and for materials and services not exceeding that specified in the contract less the unpaid portion of the contract price. | Motorola proposes the suggested modifications to clarify termination costs to be reasonable. | Rejected, exception not accepted. The State is limited in its ability to modify the Uniform Terms and Conditions. Any Concerns would need to be documented and addressed in Special Terms and Conditions. Please see Uniform Terms and Conditions, Section 8 State's Contractual Remedies the State may choose to use prior to Contract Termination. | 6/10/19 Response Motorola complies with the language included in 9.5.3 of the Uniform Terms; its modification here is to specify the replacement materials not exceed the specifications of the materials originally purchased (no upgrades). 7/25/19 Added Section 8 language for clarification 8/9/19 Motorola agrees with State's clarification (addition of Section 8 reference). |
| 5C Insurance Certificate | Please see Motorola's Evidence of Coverage Certificate and modifications to the Special Terms and Conditions, Section 6.2, for Motorola's coverage details. Motorola agrees all COI, endorsements and waivers must be valid and provided via email to State Contract Manager within 30 days of contract execution and before any work commences. Motorola's surety requires a signed agreement prior to issuing COI. | | Rejected, exception not accepted. The State provides the following clarification: You have 30 days from award (Agreement) to provide Certificates Of Insurance. Pursant to Section 3-A: Instructions to Offerors, 3.0 Offer Preparation, 3.6 Insurance, All COI, endorsements, and waivers must be valid, in place and provided via emailed to the Contracts Manager within 30 days after award and before any work commences as called for in Attachment 5-C [Insurance]. | 6/10/19 Response Motorola has provided its Evidence of Coverage certificate and references its proposed modifications to the RFP insurance provisions in the Special Terms and Conditions. These modifications are based on statutory as well as Motorola's insurance compliance requirements. 8/14/19 Please see attached revised insurance terms. |



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

6.0 Risk and Liability

6.1 Contractor Insurance
Please see following proposed
modifications to the Insurance
provisions. Motorola also
endorses its Evidence of
Coverage certificate.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

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Insurance Requirements

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$2,000,000

The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.

Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor or involving automobiles owned, hired and/or non-owned by the Contractor.

Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - o Each Accident \$1,000,000
 - o Disease – Each Employee \$1,000,000
 - o Disease – Policy Limit \$1,000,000

Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. Professional Liability (Errors and Omissions Liability) including Technology Errors & Omissions and Network Security (Cyber) and Privacy Liability

- Each Claim \$2,000,000
- Annual Aggregate \$6,000,000

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

The policy shall cover Contractor's professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs Contractor provides under this contract.

Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit monitoring, defense and claims expenses, regulatory defense



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption,

Commercial Crime –including employee dishonesty covering liability against direct and verifiable losses of money, securities, products, equipment, material and other property of the State caused by theft or forgery, computer fraud or fund transfers by identifiable employees of in the following limits:

- \$2,000,000 each claim
- \$5,000,000 annual aggregate

~~The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.~~

~~Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.~~

4. Installation Floater

- Coverage amount is \$___TBD At Award of Contract based on Value_____

Policy shall contain an Additional Insured endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

The State of Arizona and the Department shall be named as loss payee as its interest may appear.

Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing/commissioning.

Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.

Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.

The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, testing and commissioning, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

Policy shall contain a Waiver of Subrogation endorsement, as required by written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities,

Comment [DAB1]: 9.16.19 After further consultation with its broker and underwriter, Motorola cannot agree to the inclusion of the Additional Insured endorsement within the Professional Liability Policy. It is however, included within the CGL policy.



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.

Contractor is responsible for the payment of all deductibles under the Installation Floater.

Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies (excluding the Professional Liability policy) as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor, (not Contractor's insurance provider), must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. In the event of a claim from a third party naming the State of Arizona with allegations arising directly out of the products and/or services rendered by Motorola under this contract, the State of Arizona reserves the right to request Motorola as Contractor to provide access to any and all policy(ies) required by the insurance requirements, including all endorsement(s), within 30 business days of such request. Contractor will be permitted to redact any references or endorsements to other customer (non-State of Arizona) information before providing access to the policies.

Subcontractors

Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time



Request for Proposal

Solicitation No.
ADSP019-00008376

Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications

Upon 60 days' notice to Contractor, the Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action, but will be subject to commercially available terms and conditions on the market place.

Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Comment [K2]: The State would need to make 60 day's notice to Motorola of any change in the insurance requirements and be subject to commercially available terms and conditions in the marketplace and not result in increased premium charges to Motorola. Otherwise, this paragraph is unacceptable. **8.28.19 Procurement will check with Risk Mgmt, but agreed 60 days was reasonable.** **9/9/19 State can agree with exception of 'result in increased premium to Motorola' which such event might occur due to legislative changes.. if high/significant premium increase then State may agree to a price increase.** **9/12/19 Motorola risk and finance agreed with exclusion of 'increased premium charges to Motorola' and includes the 60 days' notice and available marketplace conditions in this revision.** **9.13.19 State will double check with risk mgmt; tentatively accept, State to confirm.**

Motorola Solutions, Inc.

Change Log to State of Arizona – Additional Provisions-Supplemental Terms – ADSP019-00008376

The following are changes that Motorola Solutions, Inc. is submitting to our original proposal submitted on September 4, 2018.

Attachment A

For purposes of showing precedence and the parties' past course of doing business, Solicitations # ADSP013-036880 and ADSP013-036613, which are the current contracts between the Parties for similar products, contain Additional Provisions for limitation of liability, warranty and the inclusion of Motorola's Software License Agreement. With this in mind, Motorola proposes for the State's consideration the inclusion of the following items:

Section 1:

1.1 EQUIPMENT WARRANTY. During the Warranty Period [established in the State of Arizona contract resulting from ADSP019-00008376](#), Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

1.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 1 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

1.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

1.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for

the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

1.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

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

"Warranty Period" means ~~one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, the applicable category warranty period defined in the State of Arizona ADSP019-00008376.~~

Section 2 LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement ~~and to the extent permitted by State of Arizona law~~. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement.

Section 3 ~~Intentionally Deleted. PATENT AND COPYRIGHT INFRINGEMENT.~~

~~Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.~~

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Attachment B. SOFTWARE LICENCE AGREEMENT: For the purposes of showing precedence and the parties past course of doing business, in the Arizona Department of Transportation Solicitation # T11 -43-00008 contract dated September 2, 2010, the State of Arizona's Attorney General agreed to an additional provision that provided for licensing of software in accordance with Motorola's Software License Agreement, which was contemplated in ADSP0 [13](#)-036880. With this in mind, Motorola's Software License Agreement is attached and proposed for inclusion in this contract.

Attachment B

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the purchaser of products containing Motorola software under the State of Arizona's Agreement [from RFP ADSP019-00008376](#) ("Licensee").

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

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Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

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13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

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

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

MOTOROLA SOLUTIONS, INC.
COMMANDCENTRAL AXS DISPATCH SOLUTION

EXHIBIT B
SCOPE OF WORK AND PRICING

See the following page(s).



MOTOROLA SOLUTIONS

Proposal

Town of Paradise Valley

CommandCentral AXS Dispatch Consoles

August 8, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola.

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Motorola Solutions, Inc.
3332 E. Broadway Rd.
Tempe, AZ 85040

Telephone: +1 480 267 8952

August 8, 2025

Heather Beckwith,
Paradise Valley Police Department

Subject: AXS Consoles

Heather,

Motorola Solutions, Inc. is pleased to have the opportunity to provide the Town of Paradise Valley Police Department (PVPD), a proposal for Motorola's latest generation CommandCentral AXS dispatch solution to replace the existing MCC7500 dispatch system.

The dispatch site currently consists of two MCC7500 operator position (Ops). The proposed solution replaces both the MCC7500 OP positions with AXS along with an addition of a third new AXS OP. proposed solution also includes the following:

- Replacement of the legacy GCP8000 conventional site controller.
- Replacement of four existing backup consolette radios with Motorola new APX Consolettes.

The requested solution can be purchased using the State of Arizona Solicitation No. ADSP019-00008376 Public Communications Equipment and Services which was awarded to Motorola Solutions under the contract number CTR046830. Motorola's proposal is subject to the terms and conditions of the State of Arizona Contract #CTR046830, its Exhibits and applicable Addenda - including a Maintenance Support and Lifecycle Management Addendum ("MSLMA"). This proposal shall remain valid through September 26, 2025. Town of Paradise Valley may accept this proposal by providing to Motorola a signed copy of the MSLMA and a signed Purchase Order specifically referencing "PO is subject to the terms and conditions of the State of Arizona contract #CTR046830, MSLMA and Motorola's Proposal dated August 8, 2025."

Please address any questions to your Account Executive, Jared Zygowicz at (480) 604-5122 or jared.zygowicz@motorolasolutions.com.

We thank you for the opportunity to provide PVPD a new AXS Console solution.

Sincerely,
MOTOROLA SOLUTIONS, INC.



Walter Whately
Area Sales Manager

Table of Contents

Section 1

System Description3

1.1 Introduction 3

1.2 Dispatch consoles for Paradise Valley 3

1.3 Equipment summary 4

1.4 Space, Power and HVAC 4

1.5 Design Assumptions 5

1.6 CommandCentral AXS Dispatch Description 5

 1.6.1 Overview.....5

 1.6.1.1 Integration with the ASTRO® 25 Network.....6

 1.6.2 Making Consoles Easy to Operate.....6

 1.6.2.1 Next Generation Dispatch Experience6

 1.6.2.2 Cross Platform Dispatch Capabilities8

 1.6.2.3 Headset Sharing.....8

 1.6.2.4 Auxiliary Inputs/Outputs.....8

 1.6.2.5 Standard Radio Transmission and Reception.....8

 1.6.2.6 Emergency Radio Transmission and Reception 10

 1.6.2.7 Radio Patch Control 10

 1.6.2.8 Call Management and Control..... 11

 1.6.2.9 Enhanced Integrated Instant Recall Recorder (IRR)..... 12

 1.6.3 Protecting Consoles and Communications12

 1.6.3.1 Secure Access to the Console 12

 1.6.3.2 Secure Communications at the Console 12

 1.6.3.3 Key Management via Key Variable Loader (KVL)..... 13

 1.6.4 Incorporating Console Configuration and Management13

 1.6.5 Dispatch Console Solution Components.....13

 1.6.5.1 CommandCentral AXS Dispatch Console Operator Position..... 13

Section 2

System Diagram16

Section 3

Equipment List.....17

Section 4

Statement of Work20

4.1 Task Overview 20

4.2 Change Order Process..... 23

Section 5

| | |
|-------------------------------|-----------|
| Project Schedule | 24 |
|-------------------------------|-----------|

Section 6

| | |
|---------------------------|-----------|
| Training Plan..... | 25 |
|---------------------------|-----------|

| | |
|---|----|
| 6.1.1 Console Operator and Supervisor Training Plan | 25 |
| 6.1.2 Course Descriptions | 26 |
| 6.1.2.1 CommandCentral AXS Dispatch Console Administrator | 26 |
| 6.1.2.2 CommandCentral AXS Dispatch Console Operator | 27 |

Section 7

| | |
|----------------------------------|-----------|
| Acceptance Test Plan..... | 28 |
|----------------------------------|-----------|

Section 8

| | |
|--|-----------|
| Warranty and Support Plan | 29 |
|--|-----------|

| | |
|--|----|
| 8.1 Technical Support Service..... | 29 |
| 8.2 Dispatch Service..... | 29 |
| 8.3 On-Site Infrastructure Response..... | 29 |
| 8.4 Infrastructure Repair | 30 |
| 8.5 Security Management Operations | 30 |
| 8.6 Network Preventative Maintenance | 30 |
| 8.7 Optional Post Warranty Support | 31 |

Section 9

| | |
|------------------------------|-----------|
| Pricing Summary | 32 |
|------------------------------|-----------|

| | |
|---|----|
| 9.1 Post Warranty Support Estimates | 33 |
|---|----|

Section 10

| | |
|----------------------------------|-----------|
| Terms and Conditions..... | 34 |
|----------------------------------|-----------|

Section 1

System Description

1.1 Introduction

Motorola Solutions Inc. ("Motorola") is pleased to provide the Town of Paradise Valley ("PV"), a proposal for Motorola's latest generation CommandCentral AXS dispatch solution to replace the existing MCC7500 dispatch system.

The dispatch site currently consists of two MCC7500 operator positions (OPs). The proposed solution replaces both the MCC7500 OP positions with AXS along with an addition of a third new AXS OP. The proposed solution also includes the following:

- Replacement of the legacy GCP8000 conventional site controller with Motorola's latest generation DSC8000 conventional site controller.
- Replacement of four existing backup consolette radios with Motorola's new APX consolettes.
 - Note: Existing antenna systems for consolettes shall be verified and reused.

Paradise Valley Dispatch is part of RWC's Zone 3. The proposed consoles shall operate on ASTRO SR 2021.1 to conform to the current RWC system release.

The existing dispatch site utilizes HP-2620 site switches and GGM8000 site routers as network infrastructure. Please note that this equipment is dated and approaching end of support. Motorola has now moved on to Juniper platform. Motorola understands this equipment will be updated under a separate System Upgrade agreement. The existing T1 backhaul links connecting PVPD to the RWC Zone 3 core are in the process of being upgraded to Ethernet links under a separate agreement. The implementation of the proposed solution is contingent upon the following

- Upgrade of HP2620 switches to Juniper EX4100
- Upgrade of GGM8000 site routers to Juniper SRX345
- Upgrade of existing T1 based network backhaul to Ethernet

The proposed design does not include any modifications to the three existing GGM8000 based CCGWs, the CAM server or the SDM3000 AUX I/O server.

1.2 Dispatch consoles for Paradise Valley

The proposed consoles for PV feature position-based licensing to support trunked radio resources associated with the RWC radio system. Secure encryption licensing is included to support communication with ADP/AES/DES-OFB encrypted talkgroups. To simplify the management of secure keys, OTEK (Over the Air Keying) operation license is included. Additionally, Motorola has included Instant Recall Recorder (IRR) software to enhance dispatch operations. This complement of licensing is intended to replicate the capabilities of PV's existing MCC series consoles.

Each AXS console position shall be equipped with a CommandCentral Hub (CCHub) with integrated PC to facilitate the local installation of Motorola's CommandCentral AXS dispatch application handling local call processing and, as applicable, software-based voice encryption operations. The CCHub provides all necessary interfaces for dispatch peripherals such as speakers, microphones, and headset jacks. The proposed solution features a full complement of dispatch site accessories for the AXS consoles, including: two MSI purpose-built USB speakers, two headset jackboxes, two headset bases, one USB desktop microphone, and one dual pedal footswitch. Per PV's request, monitors and headset tops have not been included and shall be provided by PV.

PV dispatch site currently utilizes four APX7500 consolettes as a means of backup connectivity to the RWC network in case the backhaul link to the RWC core experiences a failure. The proposed solution includes replacement of all four consolettes with Motorola's latest APX consolettes. These consolettes shall operate in 7/800 MHz band (single band operation) and shall be equipped with TDMA licenses. Existing antennas for these consolettes shall be reused. Motorola shall verify proper operation of the existing antenna system components and advise PV if any repair or replacements are warranted. The cost for such repair or replacement is not included in the scope of this proposal and can be addressed via a change order.

1.3 Equipment summary

A high-level summary of proposed equipment is as given below:

- Qty one (1) DSC8000 Conventional Site Controller with AC power supply
- Qty three (3) CommandCentral AXS Consoles, each with
 - CommandCentral Hub with integrated PC.
 - Trunking operation license
 - Advanced conventional operation license
 - 160 radio resources licenses
 - OTEK Operation license
 - Enhanced IRR operation license
 - ADP + AES Encryption operation license
 - Two speakers
 - Two headset jacks
 - One footswitch
 - One microphone
- Qty four (4) APX Consolettes, operating in 7/800 MHz band
 - TDMA Operation
- Designated spares for dispatch peripherals

1.4 Space, Power and HVAC

Motorola understands that PV has allocated sufficient space and that the furniture is already in place to accommodate the new third dispatch position. Motorola also understands that the

network and ground cabling between the adjacent equipment shelter and the new dispatch position already exists.

In order to ensure that sufficient power is available at the site, Motorola has calculated the estimated maximum power draw for the proposed equipment. Please note that this figure does not factor in additional components, which may be installed within the proposed equipment's location. Similarly, in order to provide adequate cooling for the proposed devices, the heat dissipation values of the equipment have been provided based upon the power consumption estimate. These values are included to ensure that Town's existing HVAC system is equipped to support the proposed equipment. Please note that this proposal does not include any UPS or generator equipment.

| | Watts/hr | BTU/hr. |
|---|----------|---------|
| AXS Consoles (Three consoles together) | 1012.5 | 3452.6 |
| Backroom equipment (Four Consolettes + DSC8000) | 1303.8 | 4448.5 |

1.5 Design Assumptions

1. At least one (1) three-pronged NEMA 5-15 power outlet is available within 6' of the new CommandCentral AXS OP.
2. The placement of the new proposed OP is assumed to be within a 330' Ethernet cable run to the dispatch site switch in the equipment backrooms. The Ethernet cabling between each dispatch console and Motorola LAN switches existing or will be provided and installed by The Town.
3. The DSC 8000 AC Power Supply requires access to an NEMA 5-20R outlet supported by a 20A breaker.
4. Console furniture to support the proposed console operator equipment is existing or will be provided by PV.
5. Any site/location upgrades or modifications will be performed by PV.

1.6 CommandCentral AXS Dispatch Description

1.6.1 Overview

The CommandCentral AXS Dispatch Console reduces the barriers between systems within a dispatch center, allowing access to all the mission-critical tools and applications dispatchers need in the moments that matter. This makes operation more efficient in emergency situations. Resources are accessible with an intuitive, highly configurable browser-based GUI. Dispatchers will have an expansive feature set and a mission-critical IP network for transporting information and calls throughout the system.

CommandCentral AXS improves the efficiency and operation of dispatchers in the following ways (additional fees may apply depending upon feature and hardware additions):

- **Next Generation Dispatch Experience** – The solution responds to touch, type or click, giving dispatchers the flexibility to interact and stay connected to teams in the way that best suits them. Extensive configuration options, flexible deployment configurations and simple scalability means agencies only pay for what is needed now, with the room to adapt and grow as needs change over time.
- **Purpose-Built Dispatch Console Accessories** – Enhances the dispatch experience with accessories, such as gooseneck microphone, speakers, headset jack, and footswitch, designed and tested for industry-leading performance and reliability.

This solution also reduces operating costs and provides a smaller physical footprint in the command center without compromising on features or reliability. This combination of seamless communications, modern architecture, and advanced integration capabilities enables the CommandCentral AXS solution to scale and evolve as needs change over time.

1.6.1.1 Integration with the ASTRO® 25 Network

The proposed dispatch console seamlessly integrates into the ASTRO® 25 system for an integrated, mission-critical network. This tight union between radio infrastructure and console equipment has several operational benefits. The physical space to accommodate the proposed console is comparable to that required for a personal computer.

The console can access both trunked talkgroups and conventional radio channels over the same network. This architecture reduces overall transport costs and the need for duplicate fixed network equipment.

1.6.2 Making Consoles Easy to Operate

Motorola's proposed consoles are optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing. Using robust error mitigation to maintain call quality even when the system is heavily loaded, the proposed console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.

1.6.2.1 Next Generation Dispatch Experience

CommandCentral AXS features a highly configurable graphical user interface (GUI) that provides quick, single-view access to important information and functionalities. The browser-based GUI's versatile folders, tabs, and scalable resources allow users to organize and configure their dispatch experience and make engagement more familiar and intuitive from shift to shift. Folders and tabs can be relocated, exposed, or overlapped as needed, giving dispatchers more control of what information they see and how they interact with those resources. CommandCentral AXS also offers multiple options for routing audio to speakers and controlling volume levels.

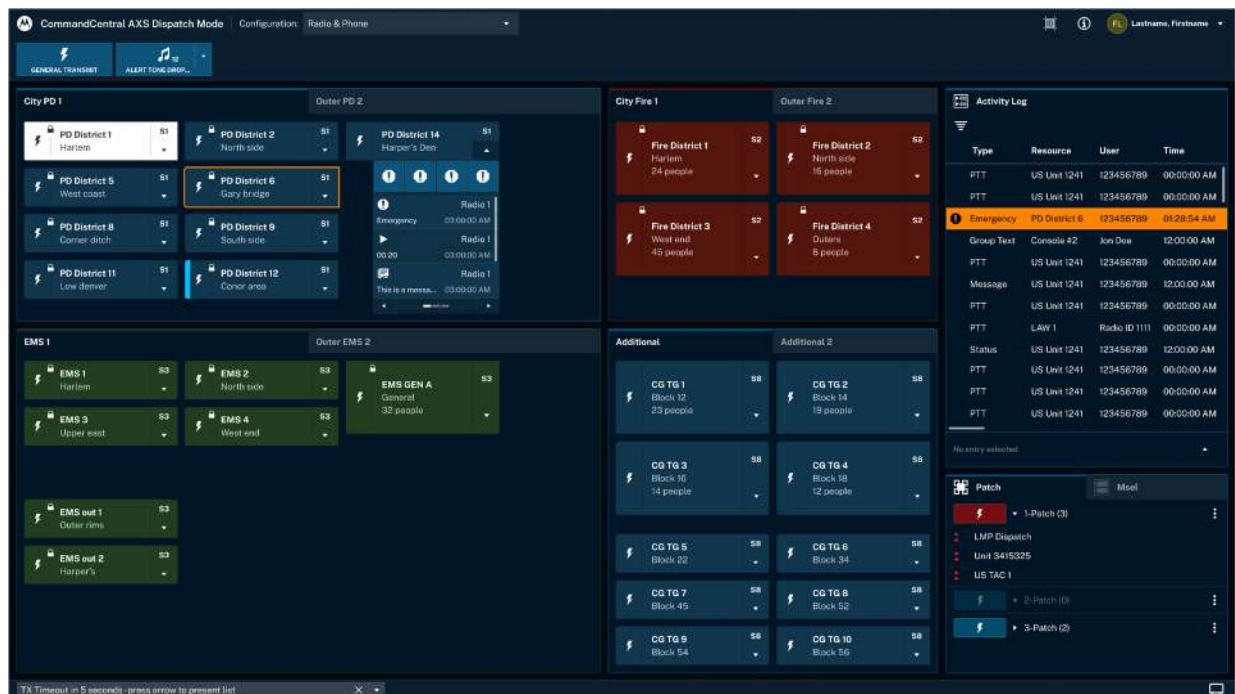


Figure 1: Next Generation Dispatch Experience

CommandCentral AXS features flexible window positioning and capabilities for quick and efficient access to services such as:

- **Activity Log** – Provides an efficient point of reference for all incoming calls into a dispatch console, showing dispatchers detailed, searchable call information (radio resource name and call time) to enable faster and more informed response.
- **Paging** – Allows users to send user configured pages on radio resources. This flexible paging feature is integrated with CommandCentral AXS for both conventional and trunked radio resources, while an external paging encoder port on the CommandCentral Hub enables third-party paging encoders to send pages on the selected radio resources.
- **Patch Capabilities** – Enables dispatchers to set up a communication path between two or more resources that are normally unable to communicate with each other, such as trunked resources and conventional resources.
- **Alert Tones** – Allows dispatchers to send one of fifteen user-configurable alert tones on selected radio resources. Fifteen default .wav files are provided with the dispatch console software, but any combination of these default files may be replaced with user configured.wav files to meet specific needs.
- **Channel Marker** – Enables dispatchers to send a periodically repeating piece of audio on radio resources to meet the specific needs.

1.6.2.2 Cross Platform Dispatch Capabilities

This solution is designed to take full advantage of Motorola's end-to-end software suite, CommandCentral. These cross platform integrations enhance the dispatch capabilities of CommandCentral AXS.

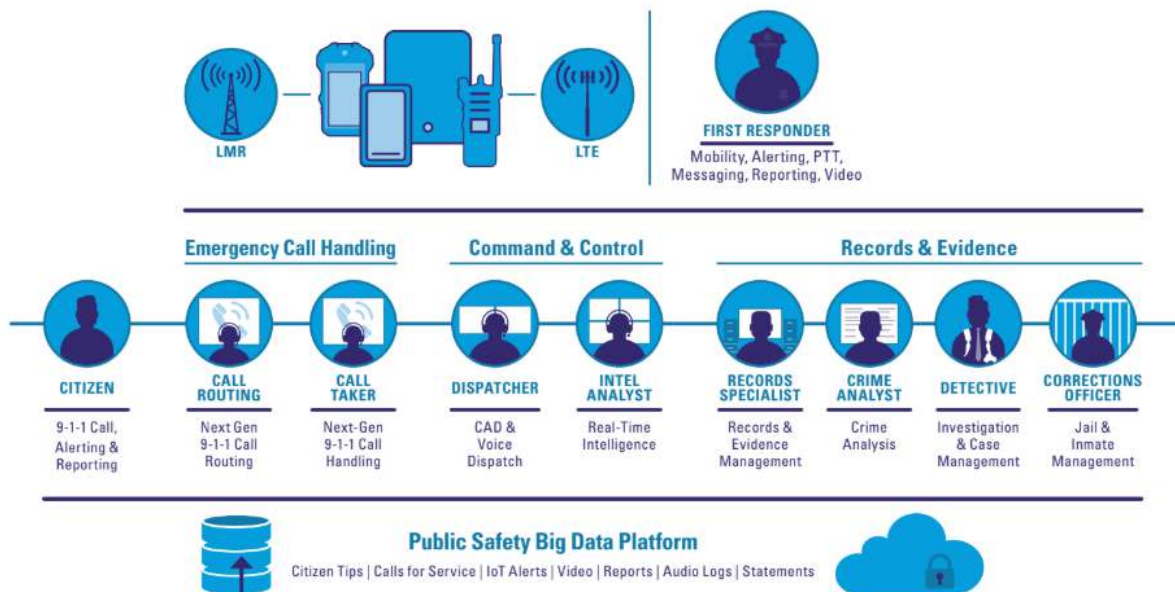


Figure 2: Motorola's End-to-End Portfolio

CommandCentral AXS is an integral part of our end-to-end portfolio, providing greater interoperability and support for current and future investments. As needs grow and change over time, this solution's flexible integration capabilities evolve to satisfy new demands. This adaptability also enables dispatchers to be effective with the integrations and capabilities they need.

1.6.2.3 Headset Sharing

CommandCentral AXS supports Headset Sharing, which enables a dispatcher to use a common headset for both radio and 911 communications and to quickly access basic 911 call taking functionality from CommandCentral AXS. This improves the dispatcher's efficiency and accuracy when they have to concentrate on the radio dispatch GUI while handling 911 calls.

1.6.2.4 Auxiliary Inputs/Outputs

The proposed console supports Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch positions. Global Aux I/Os are typically implemented by hardware that is independent of the dispatch positions in a system and may be accessible to multiple dispatch positions. Aux I/O Servers provide the Aux I/O feature for the consoles.

1.6.2.5 Standard Radio Transmission and Reception

A typical proposed dispatch position has a headset and two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added

to a console allowing dispatchers to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

1.6.2.5.1 Receiving Calls from the Field and Other Dispatchers

The proposed console provides dispatchers with greater flexibility for how to hear calls from field radio users and other dispatchers. Each dispatcher can define his or her own audio reception profile by selecting a single audio source, whether conventional or talkgroup, to be heard on a selected speaker or headset (Single Select). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker or headset (Multi-Select).

1.6.2.5.2 Initiating Calls to the Field and Other Dispatchers

The dispatcher has several different ways of initiating a call. In most circumstances, a General Transmit is appropriate. With the General Transmit, the dispatcher selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button. If the dispatcher needs to quickly transmit on a resource that is not selected, the dispatcher uses the Instant Transmit function.

A safety switch is available, which prevents accidental activation of functions that may cause negative consequences. The safety switch can be used with Aux I/Os and preprogrammed pages, as well as Instant Transmit switches.

1.6.2.5.3 Audio Communication to the Field and Other Dispatchers

The dispatcher can transmit audio in different ways. They can make calls to all users listening to a specific conventional radio resource or a specific trunking talkgroup. When multiple resources are required, the dispatcher can select additional talkgroups and/or conventional channels, as needed using the Multi-Select feature.

The proposed console also enables dispatchers to make private calls to individual field radio users or dispatchers. Once a private call is established, it can be patched in with another resource at the dispatcher's discretion.

1.6.2.5.4 Controlling Console Audio

The proposed console offers dispatchers several different ways of controlling or muting the audio on their consoles, such as the following:

- Audio volume can be changed for any specific resource.
- All non-selected resources on the console can be muted for 30 seconds (All Mute) or unmuted, if already muted.
- A dispatcher can transmit on a resource while receiving audio from the same resource or other resources.
- A dispatch position can be configured to automatically mute the other dispatch audio on a shared resource to prevent acoustic feedback when a co-located dispatch position transmits.
- RF Cross Mute automatically mutes the receive audio from a specified channel when the dispatcher transmits on another specified channel to prevent acoustic feedback.

1.6.2.5.5 Controlling Network Audio

Dispatchers can control audio on the ASTRO® 25 network. The dispatcher can enable or disable radio users to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch and the field. When this function is enabled or disabled, all dispatch consoles with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch position.

1.6.2.6 Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the proposed dispatch console facilitates immediate prioritization and resolution of emergency communications between dispatchers and first responders in the field. This enables dispatchers and first responders to focus on their mission and not their equipment, especially during critical situations.

1.6.2.6.1 Receiving an Emergency Call

When a user in the field or another dispatcher initiates an emergency call, the console emits both visual and audible indications (Emergency Alarm). The audible indication alerts the dispatcher that an emergency is underway; the visual indication directs the dispatcher's attention to the specific resource making the emergency call. The dispatcher can immediately reserve a voice channel for the duration of the emergency.

1.6.2.6.2 Responding to an Emergency Call

A dispatcher can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call (Auto-Open of Quick List). The dispatcher can then recognize the emergency call, which ends the audible emergency indication and notifies all dispatchers that the emergency is being addressed (Emergency Recognize).

The audible emergency indication may also be muted by a dispatcher without recognizing the emergency alarm (Mute Tones at a Single Op). This can be used in a situation where one agency is monitoring a channel that belongs to another agency. That channel can be configured to not generate audible and/or visual emergency indications.

1.6.2.6.3 Ending an Emergency Call

When an emergency is over, the dispatcher can end the Emergency Alarm. The visual indication on the dispatch position GUI is removed, and the console informs the other dispatch positions that the emergency is over (Emergency End/ Knockdown). The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

1.6.2.7 Radio Patch Control

The dispatcher can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group.

1.6.2.7.1 Setting up a Standard Patch

Patches are supported between trunked resources and/or conventional resources. After the patch is created, the dispatch position transmits all audio on one resource to all other resources in the patch group. In a patch between trunked resources, patched radio users with displays see the ID or alias of the other patched radio(s), as opposed to that of the console. This minimizes confusion and the need for the dispatcher to intervene in the call. Patches are automatically reestablished, if interrupted, so the dispatcher can concentrate on continuing operations.

1.6.2.7.2 Predefined Patches

Patches can be predefined and automatically reinitiated each time a dispatch position computer is restarted (Patch Auto-Start).

1.6.2.8 Call Management and Control

The dispatcher can use the following functionality to manage and control audio for different types of calls between the dispatch position and radio users or other dispatchers.

1.6.2.8.1 Automatic Prioritization of Calls

Calls on the dispatch position are prioritized through a transmission hierarchy. Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, take priority over general or patch transmissions.

Multiple dispatchers can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system. With the Network Manager Client installed, supervisors can disable and enable dispatch console functionality as needed.

1.6.2.8.2 Manual Prioritization of Calls

System Access Priority Select allows a dispatcher to prioritize trunked resources on the system as either normal or tactical. A dispatcher can change the priority of a trunked resource to tactical to give the resource a better chance of gaining communication access on a busy system. Only emergency calls have a higher priority than tactical.

When the System Access Priority Select status of a resource is changed, it is updated at all dispatch consoles in the systems that are monitoring that trunked resource.

1.6.2.8.3 Using the Multi-Select Feature

The Multi-Select feature allows a dispatch position to define groups of selected radio resources. When a Multi-Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while the group is open. The dispatcher can transmit on several resources simultaneously or can listen to multiple resources simultaneously in their headset or select speakers.

1.6.2.8.4 Standard Call Indications

The dispatch position indicates the availability of any given resource, regardless of whether the resource is involved in a transmission. An inbound call indication provides the dispatcher with a visual

cue of audio activity on a radio resource and allows a dispatcher to see at a glance what the status of a resource is at any moment.

1.6.2.8.5 Call Alerting

A dispatcher can use Call Alert to page an unattended radio or dispatch position through a series of beeps and an indication of the sender's ID. When available, the radio user or dispatcher sees the unit ID of the calling dispatch console or radio ID and is able to return the call.

Additionally, a Call Alert can trigger an activity. For instance, a Call Alert may cause a vehicle's horn to sound and its lights to flash. The dispatcher can even send a Call Alert to a user who is involved in voice and data communications over the network.

1.6.2.9 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.

1.6.3 Protecting Consoles and Communications

The console enables end-to-end encryption from the dispatcher to the ASTRO® 25 network, so that communications will not be undermined by unencrypted transmissions. Each dispatcher is able to fully participate in secure communications while being confident that sensitive, vital information is not heard by unauthorized individuals.

1.6.3.1 Secure Access to the Console

To use the dispatch position, a dispatcher must enter a valid radio system user account name and password. The dispatch position validates that information with the radio system's network manager and allows the dispatcher to access only the resources for which the user has access rights. This also applies to third-party applications that use the dispatch console's API.

1.6.3.2 Secure Communications at the Console

The console encrypts and decrypts radio voice messages. Thus, radio voice messages are encrypted from end-to-end between the radio user to the dispatch position. The dispatcher can choose whether to encrypt their transmissions on a particular trunked resource. Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay.

The AXS Console supports multiple encryption algorithms (AES, DES-OFB, and/or ADP) and multiple secure keys.

The dispatchers may talk and listen on radio resources which have different encryption algorithms without any manual intervention or delay.

The key material for performing audio encryption and decryption is stored locally on the console. This key material is also associated with a Common Key Reference (CKR), so that the appropriate key can be selected for a given talkgroup or a special call type.

1.6.3.3 Key Management via Key Variable Loader (KVL)

Key management via a key variable loader (KVL) feature provides the ability to manage all the keys for an AXS Console or archiving interface server using only a KVL.

1.6.4 Incorporating Console Configuration and Management

The proposed console system is configured and managed by the same configuration manager, fault manager, and performance reporting applications as the radio system. The user can define exactly which resources are available and how they are presented to the dispatcher. This provides administrators with a single point for configuring and managing the entire ASTRO® 25 system. Changes are automatically distributed throughout the system.

This centralized approach saves valuable time and effort for system administrators and technicians and reduces the errors that can occur when radio IDs and other data are entered at multiple locations. In addition, call traffic and performance reports for each dispatch position can be generated from the system's network manager, enabling administrators to quickly and easily ensure optimal effectiveness and efficiency.

1.6.5 Dispatch Console Solution Components

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.

The console connects directly to the radio system's IP transport network. 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.

1.6.5.1 CommandCentral AXS Dispatch Console Operator Position

The dispatch position supports multiple peripheral accessories, including a USB microphone, USB headset, and USB footswitch. The following list describes the components included in the proposed configuration.

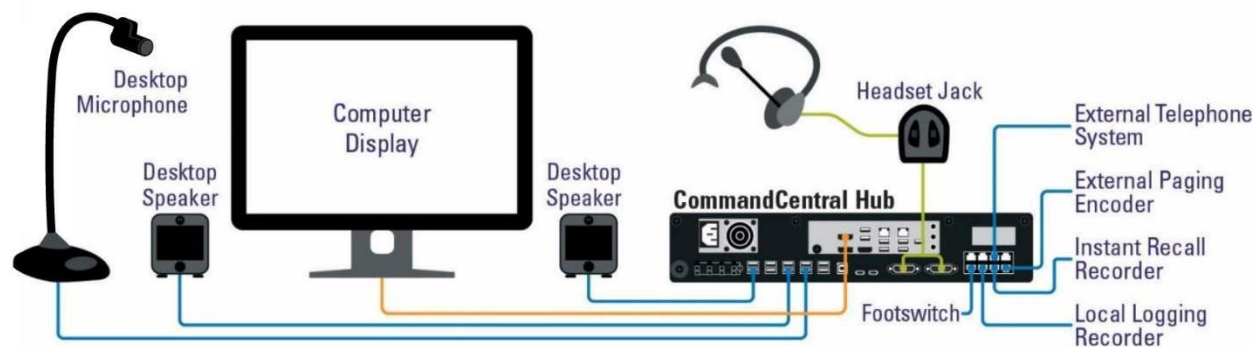


Figure 3: CommandCentral AXS Dispatch Console Accessories Example

1.6.5.1.1 Computer Display

A variety of touch and non-touch displays are available.

1.6.5.1.2 B1956 CommandCentral Hub (CC Hub)

The CommandCentral Hub (CC Hub) is the platform on which the CommandCentral AXS Dispatch Console operates. The CC Hub contains a number of analog inputs and outputs for connecting various peripheral devices as well as a workstation class computer motherboard.

The PC that is internal to the CC Hub will be programmed with a Microsoft Windows based operating system (OS) image developed for the dispatch application.

1.6.5.1.3 Desktop Speakers

Anywhere from 2 to 8 audio speakers are supported 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.

1.6.5.1.4 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.

1.6.5.1.5 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.

1.6.5.1.6 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.

1.6.5.1.7 Footswitch

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

1.6.5.1.8 Telephone/Headset Interface Port

The telephone/headset port provides a connection for an external telephone to the dispatch position. This allows the operator to use a single headset to communicate on both the radio system and an external telephone system.

1.6.5.1.9 External Paging Encoder Port

The external paging encoder port provides a connection for an optional external tone paging encoder to provide tone paging services via the dispatch console. Analog paging tones generated by the encoder are transmitted by the dispatch console on the selected trunked and/or conventional radio resource(s).

1.6.5.1.10 Local Logging Recorder Port

As an alternative or supplemental approach to an audio logging subsystem, the analog output port on the CommandCentral Hub allows an optionally available external logging recorder to be connected to a dispatch console. Long-term audio recording is used to record a portion of the inbound and outbound audio present on a specific dispatch position. These recordings are typically archived for long-term storage, and provide a historical record of the radio communications made at a given dispatch position.

The analog output port can be configured to log any combination of these audio sources, such as:

- Audio received from a currently selected radio.
- Microphone audio being transmitted by this dispatcher to the currently selected or unselected radio resources.
- Any tones generated by the dispatch position that appear in its speakers (trunking tones, emergency tones, etc.) or tones generated by an external paging encoder.

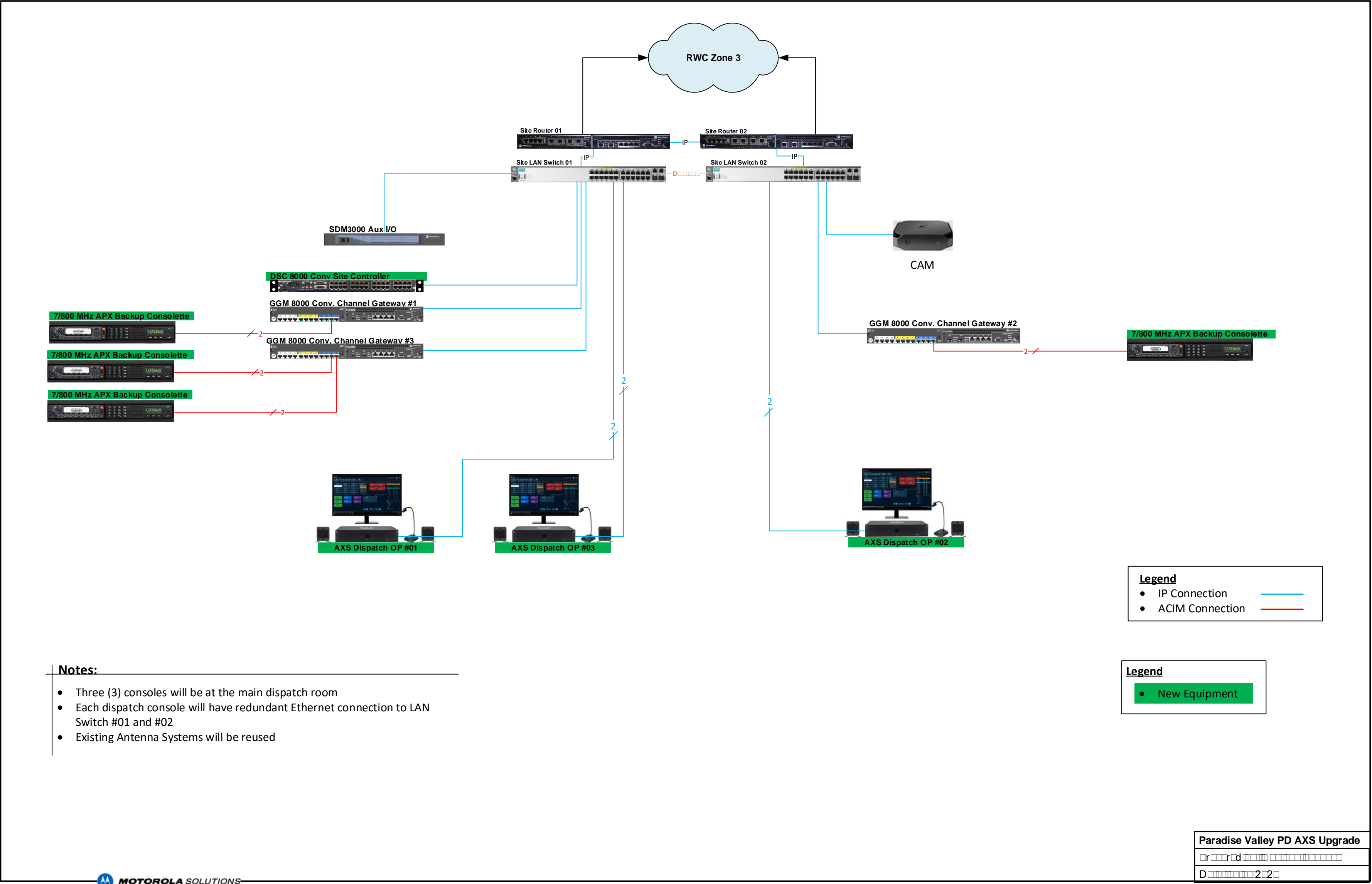
1.6.5.1.11 Private Aux I/O Port

The dispatch console supports four Private Aux I/O relays located on the CommandCentral Hub of the dispatch position. Each relay can be configured to support any one of the five functions or it can be configured to be unused.

- Call on Selected Channel
- Op PTT
- Emergency Beacon
- Activate Private Relay when Public Aux I/O is Active
- Select Phone Off Hook Relay

Section 2

System Diagram



Section 3

Equipment List

| ITEM# | CATEGORY | QTY | NOMENCLATURE | DESCRIPTION |
|-------|-------------|-----|--------------|--|
| 1- | AXS_LICENSE | 3 | HKVN4729A | AXS DISPATCH CONSOLE LICENSE |
| 2- | AXS_LICENSE | 3 | HKVN4730A | LICENSE,AXS TRUNKING SERVICES LICENSE |
| 3- | AXS_LICENSE | 3 | HKVN4731A | LICENSE,AXS ADVANCED CONVENTIONAL SERVICES LICENSE |
| 4- | AXS_LICENSE | 3 | HKVN4732A | LICENSE,AXS SECURE VOICE SERVICES LICENSE |
| 5- | AXS_LICENSE | 3 | HKVN4733A | LICENSE,AXS INTEGRATED IRR |
| 6- | AXS_LICENSE | 3 | HKVN4736A | LICENSE,AXS AMBE+2 VOCODER ROYALTY AND LICENSE |
| 7- | AXS_LICENSE | 3 | HKVN4739A | LICENSE,AXS SECURE OTEK SERVICES LICENSE |
| 8- | AXS_LICENSE | 3 | HKVN4737A | LICENSE,AXS STANDARD LEVEL RADIO RESOURCE CAPACITY LICENSE |
| 9- | AXS_LICENSE | 1 | B1957A | AXS SOFTWARE DVD |
| 10- | AXS_LICENSE | 3 | T8742A | MCAFFEE FOR WINDOWS CLIENT, A2019.2 +PLUS |
| 11- | AXS_LICENSE | 3 | T8806A | WINDOWS SUPP. TRANSPARENT, A2022.1 |
| 12- | AXS CONSOLE | 3 | B1956A | COMMANDCENTRAL HUB, W/CLIENT PC |
| 12a | AXS CONSOLE | 3 | CA03850AA | ADD: WINDOWS OS FOR MCC7500E CONSOLE |
| 12b | AXS CONSOLE | 3 | CA03553AA | ADD: AC LINE CORD, NORTH AMERICA |
| 12c | AXS CONSOLE | 3 | CA03547AA | ADD: BRACKET, MOUNTING 2RU |
| 12d | AXS CONSOLE | 3 | CA03548AA | ADD: TWO CABLES, POWER 24VDC |
| 12e | AXS CONSOLE | 3 | CA03572AA | ADD: CABLE RETENTION BRACKET |
| 13- | AXS CONSOLE | 6 | B1913A | MCC SERIES HEADSET JACK |
| 14- | AXS CONSOLE | 3 | B1951B | MICROPHONE, DESKTOP, USB |
| 14a | AXS CONSOLE | 3 | CA03413AA | ADD: USB CABLE, TYPE A TO TYPE C, 4.5M |
| 15- | AXS CONSOLE | 6 | B1952B | SPEAKER, DESKTOP, USB |
| 15a | AXS CONSOLE | 6 | CA03413AA | ADD: USB CABLE, TYPE A TO TYPE C, 4.5M |

| ITEM# | CATEGORY | QTY | NOMENCLATURE | DESCRIPTION |
|-------|-------------|-----|--------------|---|
| 16- | AXS CONSOLE | 3 | RLN6099A | HDST MODULE BASE W/PTT, 25 FT CBL |
| 17- | AXS CONSOLE | 3 | L3226A | CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS |
| 18- | AXS CONSOLE | 3 | L3225A | CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS |
| 19- | AXS CONSOLE | 3 | DSTWIN6328A | PROVIDES ONE DUAL PEDAL FOOTSWITCH |
| 20- | DSC8000 | 1 | T8810A | STANDALONE DSC 8000 CONTROLLER |
| 20a | DSC8000 | 1 | CA03678AA | ADD: ASTRO SYSTEM RELEASE 2021.1 |
| 20b | DSC8000 | 1 | CA03801AA | ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER |
| 20c | DSC8000 | 1 | UA00787AA | ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER SW |
| 20d | DSC8000 | 1 | CA03832AA | ADD: NM/DISPATCH SITE |
| 21- | DSC8000 | 1 | T8811A | DSC AC POWER SUPPLY CHASSIS |
| 21a | DSC8000 | 1 | CA03800AA | ADD: SINGLE POWER SUPPLY FOR DSC |
| 21b | DSC8000 | 1 | CA03533AA | ADD: DSC AC POWER CABLE - US, 12 FT |
| 22- | SPARES | 1 | B1913A | MCC SERIES HEADSET JACK |
| 23- | SPARES | 1 | B1951B | MICROPHONE, DESKTOP, USB |
| 23a | SPARES | 1 | CA03413AA | ADD: USB CABLE, TYPE A TO TYPE C, 4.5M |
| 24- | SPARES | 1 | B1952B | SPEAKER, DESKTOP, USB |
| 24a | SPARES | 1 | CA03413AA | ADD: USB CABLE, TYPE A TO TYPE C, 4.5M |
| 25- | SPARES | 1 | RLN6099A | HDST MODULE BASE W/PTT, 25 FT CBL |
| 26- | SPARES | 1 | DDN1396A | USB DUAL ACTION FOOTSWITCH W/INPUT JAKC KINESIS PART # FS22AJ-JSB |
| 27- | CONSOLETTTE | 4 | L37TSS9PW1AN | MOBILE RADIO ALL BAND CONSOLETTTE |
| 27a | CONSOLETTTE | 4 | GA00318AB | ADD: 5Y ESSENTIAL SERVICE |
| 27b | CONSOLETTTE | 4 | GA00580AA | ADD: TDMA OPERATION |
| 27c | CONSOLETTTE | 4 | CA01598AB | ADD: AC LINE CORD US |
| 27d | CONSOLETTTE | 4 | G51AT | SOFTWARE LICENSE ENH:SMARTZONE |

| ITEM# | CATEGORY | QTY | NOMENCLATURE | DESCRIPTION |
|-------|-------------|-----|--------------|---|
| 27e | CONSOLETTTE | 4 | GA05508AA | DEL: DELETE VHF BAND |
| 27f | CONSOLETTTE | 4 | GA05509AA | DEL: DELETE UHF BAND |
| 27g | CONSOLETTTE | 4 | L999AG | ADD: FULL FP W/E5/KEYPAD/CLOCK/VU |
| 27h | CONSOLETTTE | 4 | G298AS | SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY |
| 27i | CONSOLETTTE | 4 | G843AH | ADD: AES ENCRYPTION AND ADP |
| 27j | CONSOLETTTE | 4 | G806BL | SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX |
| 27k | CONSOLETTTE | 4 | QA09113AB | ADD: BASELINE RELEASE SW |
| 27l | CONSOLETTTE | 4 | W382AM | ADD: CONTROL STATION DESK GCAI MIC |
| 27m | CONSOLETTTE | 4 | G361AH | SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX |
| 27n | CONSOLETTTE | 4 | GA00469AA | ENH:EXTENDED DISPATCH APX CONSOLETT |
| 28- | CONSOLETTTE | 4 | HKN6233C | MOBILE RADIO APX CONSOLETTTE RACK MOUNT KIT |
| 29- | CONSOLETTTE | 4 | HKN6184C | MOBILE RADIO USB PROGRAMMING CABLE |

Section 4

Statement of Work

4.1 Task Overview

Motorola will install and configure the proposed equipment summarized in the attached System Description and equipment list. The following table describes the project tasks and responsibilities involved throughout the lifecycle of the project.

Prior to starting any equipment installations, Motorola and PV shall conduct a site readiness review to examine existing work, or work performed by others, that is required to support the proposed design. Implementation services included as part of this proposal are based on a single mobilization and will occur between normal business hours, Monday through Friday. Should PV require services to occur during non-business hours, additional costs may apply and will be handled via the change order process.

Project Tasks and Responsibilities

| Tasks | Motorola | PV |
|---|----------|----|
| Project Initiation | | |
| Execute contract and distribute contract documents. | X | X |
| Assign a Project Manager as a single point of contact. | X | X |
| Schedule kickoff meeting. | X | |
| Project Administration | X | X |
| Ensure that project team members attend all meetings relevant to their role on the project. | X | X |
| Hold regular project status meetings as agreed upon; record and distribute meeting minutes. | X | |
| Maintain responsibility for third-party services contracted by Motorola Solutions. | X | |
| Maintain responsibility for Customer's vendors and issues outside of Motorola Solutions' control. | | X |
| Complete assigned project tasks according to the project schedule. | X | X |
| Submit project milestone completion document | X | |
| Upon completion of tasks, approve project milestone completion documents. | | X |
| Project Kickoff / Design Review | | |
| Introduce team, review roles, and decision authority. | X | X |
| Review Customer's operational requirements, project scope and objectives. | X | X |
| Review the Design Documents and Statement of Work. | X | X |
| Develop or update mutually agreed upon detailed project schedule (Performance Schedule). | X | X |

| Tasks | Motorola | PV |
|--|----------|----|
| Provide heat load and power requirements for new equipment. | X | |
| Provide backhaul performance specifications and demarcation points. | X | |
| Review safety, security, and site access procedure. | X | X |
| Update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements | X | |
| Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review. | X | X |
| Equipment Storage | | |
| Provide secure warehousing. | X | X |
| Coordinate receipt of and inventory solution equipment with designated contact. | X | X |
| Site Access | | |
| Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation. | | X |
| Site Preparation | | |
| Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56). | | X |
| Ensure that electrical service will accommodate installation of system equipment, AC outlets, circuit breakers, surge protectors, and cabling. | | X |
| Supply interior building cable trays, raceways, conduits, and wire supports. | | X |
| Provide backhaul connectivity as required. | | X |
| Provide emergency backed 120VAC power receptacle within 6 feet of each equipment location. | | X |
| Installation | | |
| Deliver solution equipment to installation location. | X | |
| Install all proposed fixed equipment as outlined in the System Description and equipment list based upon the agreed-upon floor plans, connecting audio, control cables to connect equipment to the power panels or receptacles, and audio/control line connection points in accordance with agreed upon installation and cutover plan. | X | |
| Install network cabling between the network switch and each console workstation terminated at the Ethernet port at network switch and wall jacks at each dispatch console. | | X |
| Provide console furniture to support console workstation equipment in new dispatch location including grounding to the equipment room in accordance with R56 standards. | | X |
| Bond installed equipment to the customer provided site ground system. | X | |
| Label installed equipment, racks, and cables. | X | |

| Tasks | Motorola | PV |
|--|----------|----|
| Perform audit of installed equipment to ensure compliance with requirements and R56 installation standards. | X | |
| Install other equipment and subsystems not specifically listed in Motorola's equipment list and design documents. | | X |
| Interface and Configuration | | |
| Program and configure installed equipment in accordance with design documents. | X | |
| Configure ASTRO 25 system to support the new dispatch site. | X | |
| Integrate the dispatch site into the system to ensure proper operation. | X | |
| System Optimization and Testing | | |
| Verify that all audio and data levels are at factory specified settings. | X | |
| Verify communication interfaces between sites and devices for proper operation. | X | |
| Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review. | X | |
| Functional Acceptance Testing | | |
| Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted. | X | |
| Witness the functional testing. | | 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 determines that corrective action has been taken. | X | |
| Document the results of the acceptance tests and present to Customer for review. | X | |
| Review and approve final acceptance test results. | | X |
| Resolve any minor task failures before Final System Acceptance. | X | |
| Training | | |
| Finalize schedule for training coursework. | X | |
| Provide training facility. | | X |
| Ensure that the training participants fulfill course prerequisites. | | X |
| Conduct the training classes outlined in the Training Plan. | X | |
| Attend proposed training classes. | | X |
| Transition to Service | | |
| Review the items necessary for transitioning the project to service. | X | |
| Provide a Customer Support Plan detailing the warranty support associated with the contract equipment. | X | |
| Finalize Documentation | | |
| Provide manufacturer's installation material, part list and other related material to Customer upon project completion. | X | |

| Tasks | Motorola | PV |
|--|----------|----|
| Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: Site Block Diagrams Site Equipment Rack Configurations ATP Test Checklists Functional Acceptance Test Plan Test Sheets and Results Equipment Inventory List Documentation will be delivered in Adobe PDF format on CD/DVD or USB. | X | |
| Receive and approve documentation. | | X |
| Training (Not Included) | | |
| Final Acceptance | | |
| Sign the Final Project Acceptance Certificate. | X | X |

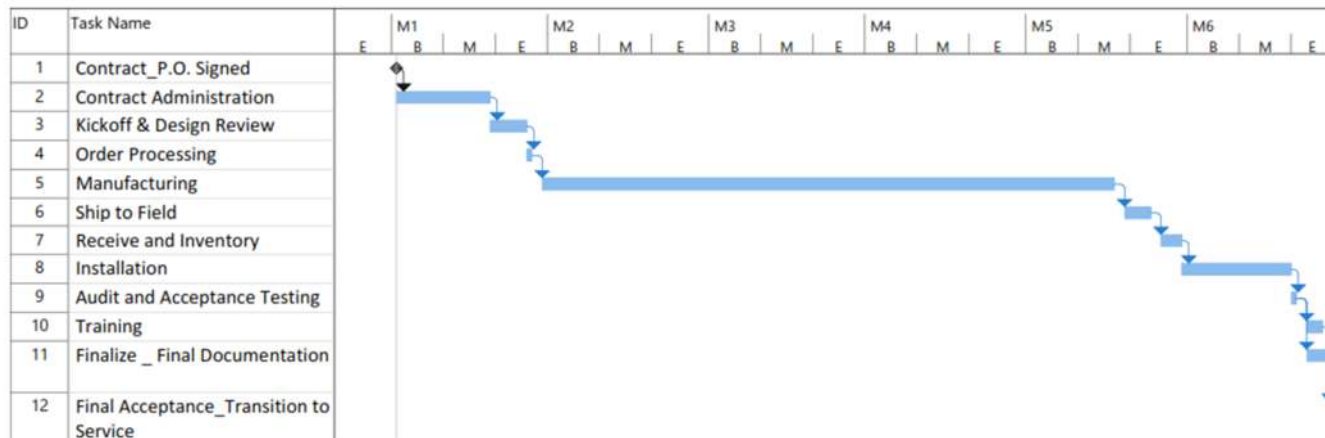
4.2 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

Section 5

Project Schedule

The estimated time for completion of the project is 6 to 8 months from receipt of a purchase order subject to equipment lead times at the time of order. A preliminary summary schedule is included below. A mutually agreed upon detailed project schedule will be developed by the Motorola's Project Manager upon contract award during the Contract Design Review (CDR) phase of the project.



Section 6

Training Plan

Effective training will ensure successful implementation and use of the proposed solution by PV. A detailed training plan has been included below, comprised of targeted coursework developed and delivered by our expert instructors. This plan will provide PV's personnel with a comprehensive understanding of the proposed solution. During the Design Review, Motorola will collaborate with the PV to customize a final training plan focused on the skills necessary to operate and configure the solution effectively and efficiently.

Motorola encourages a maximum of two students per training position to maximize hands on experience and retention.

6.1.1 Console Operator and Supervisor Training Plan

| Course Title | Target Audience | Sessions | Duration | Location | Date | Participants |
|--|-----------------|------------------------|----------|---------------------|------------------|--------------------------------------|
| Command Central AXS Dispatch Console Supervisor 2 training consoles Ratio: 2 per training console Course Code: AST1071 (Instructor-led) | Supervisors | 1 (8-hour session) | 1 day | Paradise Valley, AZ | Prior to cutover | 4 |
| Command Central AXS Dispatch Console Operator 2 training consoles Ratio: 2 per training console Course Code: AST1072 (Instructor-led) | Dispatchers | 3 (4-hour sessions) | 1.5 days | Paradise Valley, AZ | Prior to cutover | Up to 12 (4 students per session) |

6.1.2 Course Descriptions

6.1.2.1 CommandCentral AXS Dispatch Console Administrator

| | |
|---------------------------------|---|
| Course Synopsis and Objectives: | <p>This course provides students with an introduction to the Command Central AXS dispatch console, its basic operation and tailored job aids which will be available for assistance in administration. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console administration.</p> <p>By the end of this course, the student will be able to:</p> <ul style="list-style-type: none"> ▪ Operate, administer and configure a CommandCentral AXS Dispatch position for daily use within an organization ▪ Identify the hardware components that make up the dispatcher position ▪ Describe the Purpose of the CommandCentral AXS Dispatch application ▪ Identify elements that make up the menu and toolbar structure within the Dispatch software ▪ Perform dispatcher operations: <ul style="list-style-type: none"> ○ Communicating with radios: transmitting and receiving calls within group and individual communications categories ○ Perform advanced signaling features i.e. Quicklists, Emergency call and alarms, Ambience Listening calls ○ Perform basic procedures within screen configurations i.e. expanding and compressing resources, adjusting volume ○ Perform basic procedures within resource groups i.e. multiselect or patch group, APB and patch transmit |
| Delivery Method: | ILT – Instructor-led training |
| Duration: | 8 hours |
| Participants: | Dispatch Console Administrators |
| Class Size: | Based on number of Training Consoles available (2 students per Console) |
| Prerequisite: | None |
| Curriculum: | <p>Course Modules:</p> <ul style="list-style-type: none"> ▪ Course Introduction ▪ CommandCentral AXS Console Overview ▪ CommandCentral AXS Software Administrator Reference User Guide ▪ Course Summary ▪ Final Assessment |

6.1.2.2 CommandCentral AXS Dispatch Console Operator

| | |
|---------------------------------|---|
| Course Synopsis and Objectives: | <p>This course provides students with an introduction to the Command Central AXS dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.</p> <p>By the end of this course, the student will be able to:</p> <ul style="list-style-type: none"> ▪ Operate and configure a CommandCentral AXS Dispatch position for daily operational use within an organization ▪ Identify the hardware components that make up the dispatcher position ▪ Describe the Purpose of the CommandCentral AXS Dispatch application ▪ Identify elements that make up the menu and toolbar structure within the Dispatch software ▪ Perform dispatcher operations: <ul style="list-style-type: none"> ○ Communicating with radios: transmitting and receiving calls within group and individual communications categories ○ Perform advanced signaling features i.e. Quicklists, Emergency call and alarms, Ambience Listening calls ○ Perform basic procedures within screen configurations i.e. expanding and compressing resources, adjusting volume ○ Perform basic procedures within resource groups i.e. multiselect or patch group, APB and patch transmit |
| Delivery Method: | ILT – Instructor-led training |
| Duration: | 8 hours |
| Participants: | Dispatch Console Operators |
| Class Size: | Based on number of Training Consoles available (2 students per Console) |
| Prerequisite: | None |
| Curriculum: | <p>Course Modules:</p> <ul style="list-style-type: none"> ▪ Course Introduction ▪ CommandCentral AXS Console Overview ▪ CommandCentral AXS Software Operator Reference User Guide ▪ Course Summary ▪ Final Assessment |

Section 7

Acceptance Test Plan

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. A detailed FATP will be developed and finalized during the Design Review.

Section 8

Warranty and Support Plan

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the terms and conditions of Arizona State Contract # CTR046830. In addition to the warranty services, Motorola Solutions will provide during the Warranty Period Essential Plus services that are described generally below. A full description and statement of work describing the services that will be provided are available upon request.

8.1 Technical Support Service

Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.

8.2 Dispatch Service

Motorola's Dispatch Service ensures that trained and qualified technicians are dispatched to diagnose and restore your communications network. Following proven response and restoration processes, the local authorized service center in your area is contacted and a qualified technician is sent to your site. An automated escalation and case management process is followed to ensure that technician site arrival and system restoration comply with contracted response and restore times. Once the issue has been resolved, the System Support Center verifies resolution and with your approval, closes the case. Activity records are also available to provide a comprehensive history of site performance, issues, and resolution.

8.3 On-Site Infrastructure Response

Motorola On-Site Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. Following proven response and restore processes, Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with contracted response times. The field technician restores the system by performing first level troubleshooting on site. If the technician is unable to resolve the issue, the case is escalated to the System Support Center or product engineering teams as needed.

8.4 Infrastructure Repair

Infrastructure Repair service provides for the repair of all Motorola-manufactured equipment, as well as equipment from third-party infrastructure vendors. All repair management is handled through a central location eliminating your need to send equipment to multiple locations.

Comprehensive test labs replicate your network in order to reproduce and analyze the issue. State-of-the-art, industry-standard repair tools enable our technicians to troubleshoot, analyze, test, and repair your equipment. Our ISO9001 and TL9000-certified processes and methodologies ensure that your equipment is quickly returned maintaining the highest quality standards.

With Advanced Replacement, Motorola will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the Repair Depot's inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the Repair Depot's FRU inventory upon repair completion. If customers prefer to maintain their existing FRU inventory, a "loaner" FRU can be requested while a unit is being repaired.

8.5 Security Management Operations

The proposed Remote Security Patch Installation Service will provide you with pre-tested security updates, pre-tested and remotely installed by Motorola on your system. When appropriate, Motorola will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before installation on your network. Once an update is fully tested and ready for deployment in your system, Motorola will remotely install it onto the system, and notify you that the patch has been successfully installed. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website.

8.6 Network Preventative Maintenance

Network Preventative Maintenance provides an operational test and alignment on your infrastructure or fixed network equipment to ensure that it meets original manufacturer's specifications. Trained technicians:

- Physically inspect equipment.
- Remove dust and foreign substances.
- Clean filters.
- Measure, record, align and adjust equipment to meet original manufacturer's specifications.

This service is performed based on a schedule agreed upon between you and Motorola. Network Preventative Maintenance proactively detects issues that may result in system malfunctions and operational interruptions.

8.7 Optional Post Warranty Support

Three additional years of Essential Plus Services as described above are included in the Pricing Summary. The pricing is based on current rates based and can be repriced at a later date upon request.

Section 9

Pricing Summary

| Description | Price |
|---|---------------------|
| Equipment Total | \$286,951.97 |
| AZ State Contract Discount | (\$59,006.31) |
| System Discount (for signed P.O. by September 26, 2025) | (\$50,371.01) |
| Systems Integration and Warranty Support Services | \$157,366.13 |
| SUBTOTAL (Before Tax) | \$334,940.78 |
| Estimated Tax (on equipment only at 8.8%) | \$20,059.22 |
| TOTAL (Including Tax) | \$355,000.00 |

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

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. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

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;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

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

9.1 Post Warranty Support Estimates

Post Warranty estimates based on current pricing have been included below for continuing Essential Plus services for three additional years.

These estimates are for planning purposes only and may be purchased with a new Maintenance Agreement or amendment to existing Maintenance Agreements. Pricing shall be subject to renegotiation at the time of purchase.

| Description | Year 1 | Year 2 | Year 3 |
|-------------------------|-------------|-------------|-------------|
| Essential Plus Services | \$19,880.00 | \$20,675.00 | \$21,502.00 |

For Lifecycle Support Plan and Subscription Based Services:

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

INFLATION REVIEW. 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.

Section 10

Terms and Conditions

This proposal is subject to the terms and conditions of the State of Arizona Contract #CTR046830, its Exhibits and applicable Addenda - including a Maintenance Support and Lifecycle Management Addendum ("MSLMA"). This proposal shall remain valid through September 26, 2025. The Town of Paradise Valley may accept this proposal by providing to Motorola a signed copy of the MSLMA and a signed Purchase Order specifically referencing "PO is subject to the terms and conditions of the State of Arizona contract #CTR046830, MSLMA and Motorola's Proposal dated August 8, 2025."

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Maintenance, Support and Lifecycle Management Addendum (this “**MSLMA**”) is entered into between Motorola Solutions, Inc., with office at 500 W. Monroe, suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the Primary Agreement (“**Customer**”) and will be subject to, and governed by, the terms of the Master Customer Agreement or Primary Agreement entered into between the Parties, effective as of [REDACTED] the (“**Agreement**”). Capitalized terms used in this MSLMA, but not defined herein, will have the meanings set forth in the Agreement.

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

2. Scope

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

3. Terms and conditions

3.1 Maintenance and Support services

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

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

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

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

of the Agreement and applies notwithstanding any contrary provision.

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

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

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

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

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

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

3.1.11 Excluded Services.

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

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

3.1.12 Time And Place. Service will be provided at the location specified in this MSLMA and/or the applicable Ordering Documents. When Motorola performs maintenance, support, or

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

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

3.2 Lifecycle Management Services

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

3.2.2 The term of this MSLMA is [REDACTED] years, commencing on [REDACTED], 201[REDACTED]. The Lifecycle Management Price for the [REDACTED] years of services is \$[REDACTED], excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Ordering Documents, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

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

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

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

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

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this MSLMA or the applicable Ordering Documents, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

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

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

4. **Payment**

4.1 Unless alternative payment terms are stated in this MSLMA, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or

assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. 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).

The Parties hereby enter into this MSLMA as of [REDACTED] (the “**MSLMA Date**”).

Motorola: Motorola Solutions, Inc.

Customer: [REDACTED]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

END

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

MOTOROLA SOLUTIONS, INC.
COMMANDCENTRAL AXS DISPATCH SOLUTION

EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Police Chief
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253