

Radio Communication/Emergency Response & Mobile Interoperability Equipment Page 1 of 5

A CONTRACT BETWEEN  
**HOUSTON-GALVESTON AREA COUNCIL**  
Houston, Texas  
AND  
**MOTOROLA SOLUTIONS, INC.**  
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Motorola Solutions, Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at Park West C-2, 1507 LBJ Freeway, Farmers Branch, Texas 75234.

**ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into a Radio Communication/Emergency Response & Mobile Interoperability Equipment Contract to become effective as of May 1, 2015, and to continue through April 30, 2018 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of Radio Communication/Emergency Response & Mobile Interoperability Equipment offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell Radio Communication/Emergency Response & Mobile Interoperability Equipment through the **H-GAC** Contract to **END USERS**.

**ARTICLE 2: THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: RA05-15, including any relevant suffixes
4. **CONTRACTOR**'s Response to Proposal No: RA05-15, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3: LEGAL AUTHORITY**

**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4: APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5: INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6: END USER AGREEMENTS**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC**'s endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR**'s **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User

Radio Communication/Emergency Response & Mobile Interoperability Equipment Page 2 of 5

Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7:SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8:EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize H-GAC and/or END USER to audit confidential information regarding product cost.

ARTICLE 9:REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to H-GAC on a basis that provides prices more favorable than those provided to H-GAC, CONTRACTOR shall within ten (10) business days thereafter notify H-GAC of that offering. The contract with H-GAC shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same quantity discount to H-GAC and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to H-GAC.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term "pre-existing contracts" shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e. 5/1/15.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "Communications System" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine. *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

ARTICLE 11:SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

Radio Communication/Emergency Response & Mobile Interoperability Equipment Page 3 of 5ARTICLE 12:DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13:LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15:TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17:CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19:PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS

1. All Cooperative Purchasing business will be processed in accordance with H-GAC's policies and procedures, at contracted prices, and shall include approved order processing charges.
2. END USER will access the Cooperative Purchasing Program through the H-GAC website and /or by submission of any duly

Radio Communication/Emergency Response & Mobile Interoperability Equipment Page 4 of 5

executed purchase order to a contractor having a valid contract with H-GAC and in a format acceptable to H-GAC.

3. **END USER** will submit order(s) electronically through **CONTRACTOR'S** on-line ordering process or issue Purchase Order(s) directly to **CONTRACTOR** at contract prices, and also submit a copy to **H-GAC**.
4. The **H-GAC CONTRACTOR** will deliver products/services as specified by the contract between **CONTRACTOR** and **H-GAC**, and invoice each **END USER** for (1) products/services purchased and (2) **H-GAC'S** applicable order processing charge.
5. Upon delivery, acceptance and receipt of an **H-GAC CONTRACTOR'S**, documented invoice, **END USER** shall pay the **H-GAC CONTRACTOR** the full amount of the invoice.
6. For orders of less than \$100,000, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to **H-GAC** on a monthly basis. For orders of \$100,000 or more, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case not later than forty-five (45) calendar days after receipt of End User payment by **Motorola**.
7. Failure to promptly remit **H-GAC'S** order processing charges may result in sanctions including, but not limited to, contract termination.
8. **CONTRACTOR** shall be responsible for delivery and acceptance of each unit by **END USER**, according to the requirements of the specifications, this Contract, and purchase order issued to **CONTRACTOR** by an **END USER**. All required equipment tests shall be borne by **CONTRACTOR**.
9. **CONTRACTOR** shall promptly provide **H-GAC** and **END USER** with all information pertaining to delivery schedules. **CONTRACTOR** shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are F.O.B. **END USER'S** location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the **H-GAC CONTRACTOR** prior to receipt of **END USER'S** purchase order for delivery of any products/services has received **H-GAC'S** prior written approval for any price increases.
12. The **H-GAC CONTRACTOR** agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** order processing charge. The **CONTRACTOR** agrees to encourage **END USERS** to execute authorizing Interlocal contracts with **H-GAC**.

ARTICLE 20:LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER'S** purchase order is placed.

ARTICLE 21:PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER'S** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER'S** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER'S** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER'S** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22:CHANGE OF CONTRACTOR STATUS


**CONTRACTOR** shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)


**CONTRACTOR** will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

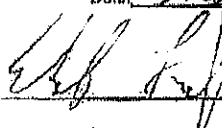
Signed for Houston Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Gary Bricio, Executive Director

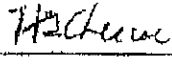
Attest for Houston Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Beldro Vick, Director of Public Services  
Date: May 5, 2015

Signed for Motorola Solutions, Inc.  
Furman Branch, Texas:

  
\_\_\_\_\_  
Print Name & Title: Edward Fierst MSSSI V.P. President  
Date: 4/30 2015

Attest for Motorola Solutions, Inc.  
Perkins Branch, Texas:

  
\_\_\_\_\_  
Print Name & Title: Howard Cherice MSSSI V.P.  
Date: 4/30 2015

**Attachment A**  
**Motorola Solutions, Inc.**  
**Radio Communication/Emergency Response & Mobile Interoperability Equipment**  
**Contract No.: RA05-15**

Product Category	Description	Base Offered Price
OA, OB, OC	<i>As part of RFP Motorola has included an Electronics Catalogue (ECAT disk) on a CD media. In lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i>	See APC Discounts per ECAT Pricebook Effective 2/14/2015
OD	<b>Motorola Integration Services LMR</b>	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	Project Management Daily Rate*	\$ 1,818.00
OD	System Technologist Daily Rate*	\$ 2,173.00
OD	Standard Shop Installation: Hourly Rate*	\$ 150.00
OD	Standard Shop Installation: Daily Rate*	\$ 1,200.00
OD	Mobile Radio Installation*	\$180-\$500
OD	Radio Programming*	\$55-\$125
OD	Data Installation*	\$180-\$428
	*Prices may vary by Region and Scope. Travel Not Included	
OD	<b>Motorola Integration Services Advanced Services</b>	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	NG9-1-1 Consulting Services-Daily Rate*	\$1,694
OD	Security Project/Program Management-Daily Rate*	\$1,694
OD	Wireless Security Technician-Daily Rate*	\$1,580
OD	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,580
OD	Security Trainer-Daily Rate*	\$1,328
OD	Application Security Code Reviewer-Daily Rate*	\$2,033
OD	IT Incident Response and E-Discovery Assistance-Daily Rate*	\$1,694
OD	IT Disaster Recovery Planner-Daily Rate*	\$1,580
OD	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,580
OD	Business Continuity/Continuity of Government Planner-Daily Rate*	\$1,580
OD	Business Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,580
OD	Mobile Application Services Project Management-Daily Rate*	\$565
OD	Mobile Application Services Solution Architech-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Design-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Project Management-Daily Rate*	\$1,694
OD	Application Integration and Customization Services Solution Architech-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,694
OD	Unified Communications Services Project Management-Daily Rate*	\$1,694
OD	Unified Communications Services Solution Architech-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Design-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,694

OD	Consulting Services Project Management-Daily Rate*	\$1,694
OD	Consulting Services System Engineer-Daily Rate*	\$1,694
OD	Consulting Services Solution Architect-Daily Rate*	\$2,033
OD	Consulting Services Internet Protocol Network Accessment-Daily Rate*	\$2,033
OD	Consulting Services IP Network Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services Customer Network Interface Design and Integration-Daily Rate*	\$2,033

**ARC DISCOUNTS PER ECAT PRICEBOOK**

001	Portable Radiophone (Portables)	20%
026	CAD Equipment	List
039	CAD Equipment	5%
068	CAD Equipment	10%
232	CAD Equipment	5%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
548	CAD Equipment	10%
577	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
153	Data Applications	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
177	Data Subscriber Devices	15%
184	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
005	Dispatch Service	5%
368	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	13.50%
281	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%

740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
237	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List



904	Lifecycle Services	List
905	Lifecycle Services	List
051	LTE	10%
052	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
375	LTE	List
708	LTE	17%
984	LTE	List
988	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
554	Mobile Accessories	15%
644	Mobile Accessories	10%
878	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	26.50%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	10%
500	Mobile Stations	25%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
761	Mobile Stations	25%
775	Mobile Stations	15.50%
778	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
422	MOTOTRBO	10%
475	MOTOTRBO	10%
516	MOTOTRBO	10%
557	MOTOTRBO	10%
563	MOTOTRBO	10%
777	MOTOTRBO	10%
131	Network Products	10%
147	Network Products	10%

Exhibit B

207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Receivers	15.00%
839	Paging/Receivers	15%
940	Paging/Receivers	15%
941	Paging/Receivers	15%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
021	Portable Radiophone (Portables)	List
037	Portable Radiophone (Portables)	10%
087	Portable Radiophone (Portables)	10%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	20%
456	Portable Radiophone (Portables)	20%
458	Portable Radiophone (Portables)	20%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	20%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	33.50%
687	Portable Radiophone (Portables)	20%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25.00%
756	Portable Radiophone (Portables)	25.00%

785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	17%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
647	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
172	Records Management Software	10%
278	Records Management Software	List
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
576	Security	List
519	Security	List
561	Service/Maintenance	List
769	Service/Maintenance	List
789	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
293	Service/Maintenance	List
105	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
354	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
85	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
080	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
606	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%



Motorola Solutions, Inc.  
1507 LBJ Freeway, Suite 700  
Farmers Branch, TX. 75234  
USA

February 14, 2015

Mr. Bill Burton  
Houston-Galveston Area Council  
3555 Timmons Lane Suite 500  
Houston, TX 77027

Dear Mr. Burton:

Motorola Solutions, Inc is pleased to have the opportunity to submit this proposal for Radio Communication- Emergency Response & Mobile Interoperability Equipment in response to H-GAC's Request for Proposal No. RA05-15. This proposal provides a comprehensive range of solutions that will allow H-GAC to meet or exceed the requirements of any Public Safety/ ILA agencies both in the State of Texas and outside the State of Texas.

As the industry's premier provider of wireless communications, Motorola offers the H-GAC a *total solution* with a single source of responsibility. This single source concept is evidenced by our complete equipment offering for every category throughout the proposal.

**\*Radio Communication Equipment & Services**

- |                      |  |
|----------------------|--|
| *Infrastructure      | *Base Stations                           |
| *Mobile Data Systems | *Mobile Data Devices                     |
| *Broadband Wireless  | *Video and Biometrics                    |
| *LTE Equipment/Srvs. | *Next Gen 911 Equipment                  |
| *Towers/Shelters     | *UPS'/Generators                         |
| *System Integration  | *Intelligent Led Policing Solutions/Srvs |
| *CAD Solutions/Srvs  | *Records Management                      |

**\*Real Time Video Solutions/Srvs**

**\*Emergency Response Command and Control Equipment & Services**

**\*Integrated Network Controls**

**\*Integrated Command and Control Equipment**

**\*System Integration Services**

**\*Mobile Command Interoperable Communications Equipment and Services**

- |                          |                                |
|--------------------------|--------------------------------|
| *Trailers                | *System Integration            |
| *Generators              | *UPS'                          |
| *Radio Equipment         | *Custom Built Command Vehicles |
| *Integration of Services |                                |
| *System Technologist     | *System Engineering            |
| *Project Management      | *Training                      |
| *Enhanced Warranty       | *Video and Network Analysis    |



---

Motorola Solutions, Inc.  
1507 LBJ Freeway, Suite 700  
Farmers Branch, TX. 75234  
USA

This proposal consists of this cover letter, the various purchase agreements, Point by Point responses to those sections of the RFP concerning which Motorola seeks a clarification or exception, RFP forms, and any other forms, including computer CDs, enclosed with this letter.

Motorola is eager to continue our twenty-eight plus year relationship with H-GAC. We feel this proposal, which offers multi media pricing as well as an extensive on-line support service is an expansion of our highly successful relationship and look forward to your selection of Motorola as the preferred choice to represent H-GAC for Radio Communications Equipment and Systems.

Sincerely,

A handwritten signature in black ink, appearing to read 'Edward Fuerst', written over a horizontal line.

Edward Fuerst  
MSSEI Vice President  
North America Government Markets



**COOPERATIVE PURCHASING PROGRAM**  
 Houston-Galveston Area Council of Governments  
 3555 Timmons, Suite 120, Houston, TX 77027  
 Phone: 800-926-0234 Fax: 713-993-4548  
[www.hgacbuy.org](http://www.hgacbuy.org)

INVITATION TO SUBMIT COMPETITIVE:

BIDS  PROPOSALS

INVITATION NO.: **RA05-15**

ISSUE DATE: **Jan 15, 2015**

CATEGORY: **Radio Communication/Emergency Response & Mobile Interoperability Equipment**

#### PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 5,400 member local governments, districts, agencies in 44 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at H-GAC offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

#### PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	Nov 13, 2014
PRE-BID/PROPOSAL CONFERENCE:	Dec 18, 2014 @ 9:00 a.m. CT; Conference Room B
FINAL SPECIFICATION / INVITATION:	Jan 15, 2015
BID/PROPOSAL RESPONSES DUE:	Feb 19, 2015 @1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	Feb 19, 2015 @2:00 p.m. CT; H-GAC Clock
RECOMMENDATIONS TO BOARD:	Apr 21, 2015
CONTRACT START DATE & TERM:	May 1, 2015 thru Apr 30, 2018
The documents comprising this Invitation are available via web download at: <a href="https://www.hgacbuy.org/bids/">https://www.hgacbuy.org/bids/</a>	
For assistance regarding this Invitation, please contact:	
Name: <b>Bill Burton</b>	Phone: <b>832-681-2514</b> E-mail: <b>wburton@h-gac.com</b>

#### CONTENTS OF THIS INVITATION

- SECTION A - General Terms & Conditions
- SECTION B - Product/Service Specific Requirements & Specifications (Final)
- SECTION C - HGACBuy FORMS (Final)
- SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

**LABELING OF SEALED RESPONSE PACKAGE**

**IMPORTANT:**

You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at HGACBuy offices on receipt. HGACBuy is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.

**H-GAC Cooperative Purchasing**  
**Sealed Bid/Proposal No. RA05-15**  
**DO NOT OPEN IN MAIL ROOM**


**Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.**

**NOTICE REGARDING NATIONWIDE SALES POTENTIAL**

HGACBuy is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Texas, but throughout the country, we strongly urge you to participate in the process at the corporate level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because HGACBuy is being used not only in the State of Texas, but **NATIONWIDE**. This means that HGACBuy contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an HGACBuy contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the HGACBuy staff member listed on the cover of this Invitation for additional information.

	<p><b>SECTION A</b>  <b>GENERAL TERMS &amp; CONDITIONS</b>  <b>FOR BIDS AND PROPOSALS</b></p>
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INVITATION NO. RA05-15

**DESCRIPTION: Radio Communication/Emergency Response & Mobile Interoperability Equipment**

**TABLE OF CONTENTS**

1.	INTRODUCTION .....	2
2.	DEFINITIONS, ABBREVIATIONS & ACRONYMS .....	2
3.	NON-BINDING ORAL COMMENTS .....	4
4.	STRUCTURE OF RESPONSE .....	4
5.	BASIC REQUIREMENTS & CONDITIONS.....	4
6.	OFFEROR'S AUTHORIZED SIGNATORY .....	5
7.	SURETY FOR INSURANCE .....	5
8.	CONFIDENTIAL / PROPRIETARY MATERIALS .....	6
9.	REFERENCES .....	6
10.	INSURANCE .....	6
11.	OFFEROR CERTIFICATIONS.....	6
12.	HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION .....	7
13.	NON-RESIDENT RECIPROCAL SALES ACT .....	7
14.	TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING.....	8
15.	INTENT AND SCOPE OF SPECIFICATIONS .....	8
16.	REQUIREMENTS APPLICABLE TO PHYSICAL GOODS .....	8
17.	PRODUCT CODES .....	8
18.	SPECIFIC DESCRIPTIVE REFERENCES.....	9
19.	MANUALS .....	9
20.	STANDARD FEATURES & OPTIONS .....	9
21.	WARRANTIES, SALES & SERVICE .....	10
22.	H-GAC ORDER PROCESSING CHARGE .....	10
23.	PRE-PAYMENTS AND DISCOUNTS .....	10
24.	INSPECTION / TESTING.....	11
25.	PRODUCT DELIVERY.....	11
26.	OFFERED PRODUCT ITEM VARIANCES .....	11
27.	REQUIREMENTS FOR SUBMISSION OF A RESPONSE.....	11
28.	CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS.....	13
29.	INCONSISTENT INFORMATION.....	13
30.	REJECTION OF RESPONSES.....	13
31.	WITHDRAWAL OR MODIFICATION OF RESPONSES .....	13
32.	RESPONSE EVALUATION .....	14
33.	ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD .....	14
34.	AWARD OF CONTRACT .....	14
35.	PRO-FORMA CONTRACT .....	14
36.	CONTRACT TERM .....	14
37.	PERFORMANCE & PAYMENT BOND.....	14



38. CHANGE ORDERS.....15  
 39. DUPLICATION OF TERMS OR STATEMENTS.....15  
 40. PUBLICITY .....15  
 41. TAXES .....15  
 42. DRUG FREE WORKPLACE .....15  
 43. PRODUCT NOTICES & MAILINGS .....15  
 44. HANDLING OF ORDERS & PAYMENTS .....15  
 45. PRICE CHANGES.....16  
 46. CONTRACT ITEM CHANGES .....17  
 47. FORCE MAJEURE.....17  
 48. PERFORMANCE UNDER CONTRACT .....17  
 49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE .....18  
 50. CONTRACTOR ORIENTATION/TRAINING .....18  
 51. LEGAL & CONTRACTUAL REMEDIES .....18  
 52. NATIONWIDE SALES OPPORTUNITIES.....19

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**1. INTRODUCTION**

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC Cooperative Purchasing Program (HGACBuy)** by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which **MAY** be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

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**2. DEFINITIONS, ABBREVIATIONS & ACRONYMS**

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

**Definitions and Abbreviations:**

**Acceptance.** Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

**Aggregate/Single Occurrence.** The term "*aggregate*" in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term "*single occurrence*" differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under "*single occurrence*."

**Approved.** Acceptable to the "authority having jurisdiction."

**ARO.** "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

**Authority Having Jurisdiction.** The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

**Bidder.** Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

**Change Order.** Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

**Contract.** Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

**Contract Pricing Worksheet.** The standard H-GAC form to be used by Contractor in preparing a quotation to an End User, upon which End User's purchase order will be based. Contractor may use another quotation form provided it contains required information, and only if approved by H-GAC.

**Contractor.** The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

**Dealer/Distributor.** A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

**Defect.** A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

**Electronic Media.** As used herein, means computer based media such as 100mb Zip Disk, CDROM, e-mail, e-mail attachment, file downloaded from the web, etc.

**End User.** (See "Participant" and "Member")

**Listed.** Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

**Manufacturer.** The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

**May.** A term indicating a permissive use or an acceptable alternative to a specified requirement.

**Member.** An authorized Participant in the Program. (See "Participant" and "End User")

**Motor Vehicle.** The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

**Must.** A term indicating a mandatory requirement.

**Offer or Offering.** Any product or service offered in reply to this Invitation.

**Offeror.** Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

**Participant.** Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with H-GAC.

**Product Liability Insurance.** Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

**Product or Product Item.** Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

**Proposer.** Any entity that submits a competitive proposal in response to this Invitation. (See also "Offeror")

**Purchaser.** The End User having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "End User")

**Purchasing Authority.** The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [H-GAC].

**Quotation.** See "Contract Pricing Worksheet".

**Receipt.** Receipt takes place when a Product or Service is delivered to an End User and a document is executed that establishes that the Product is now in the possession of the End User or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

**Response.** All or part of any offering submitted in response to this Invitation.

**Shall.** A term indicating a mandatory requirement or action.

**Should.** A term indicating a recommended or advised response to a specified requirement.

**Vendor.** A manufacturer's representative or dealer authorized to make sales and supply parts and service.

**Acronyms:**

ANSI = American National Standards Institute

ASTM = American Society for Testing and Materials

ASME = American Society of Mechanical Engineers

CFR = U.S. Code of Federal Regulations

DOJ = U.S. Department Of Justice

DOT = U.S. Department Of Transportation

EPA = U.S. Environmental Protection Agency  
FAA = Federal Aviation Administration  
FMVSS = U.S. Federal Motor Vehicle Safety Standards  
H-GAC = Houston-Galveston Area Council of Governments  
IEEE = Institute of Electrical and Electronics Engineers  
MVD = Motor Vehicle Division of Texas Department of Transportation  
NFPA = National Fire Protection Association  
NHTSA = National Highway Traffic Safety Admistration  
NIOSH = National Institute For Occupational Safety And Health  
NIST = National Institute of Standards and Technology  
NTEA = National Truck Equipment Association  
OSHA = U.S. Occupational Safety and Health Admistration  
RRC = Railroad Commission of Texas  
SAE = Society of Automotive Engineers  
TBPC = Texas Building and Procurement Commission (formerly GSC)  
TxDOT = Texas Department Of Transportation  
UL = Underwriter's Laboratories Inc.  
VTCS = Vernon's Texas Civil Statutes

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### 3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

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### 4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC's** objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

#### A. Single Respondent Acting Alone Or As "Lead" For A Group:

**Offeror** shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

#### B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

---

### 5. BASIC REQUIREMENTS & CONDITIONS

- a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror's** sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.
- b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

- d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC**, and shall be considered to be in the public domain.
- e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.
- f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.
- g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.
- h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.
- j. Unless otherwise established elsewhere in this Invitation, **NO** minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.
- k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.
- l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC's** sole discretion.
- m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.
- n. **H-GAC** reserves the right to:
  - Reject any and all offers received in response to this Invitation.
  - Reject any part of an offer received in response to this Invitation.
  - Determine the correct price and/or terminology in the event of any discrepancies in any response.
  - Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
  - Accept responses and award contracts to as many or as few **Offerors** as **H-GAC** may select.
  - Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
  - Hold discussions with **Offerors**, although award may be made without discussion.
  - Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
  - Exercise any of these rights at any time without liability to any **Offeror**.
- o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

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## 6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

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## 7. SURETY FOR INSURANCE

**Contractor** shall be responsible for using a surety company properly licensed by any and all states in which **Contractor** will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC's** insurance requirements.

---

**8. CONFIDENTIAL / PROPRIETARY MATERIALS**

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

---

**9. REFERENCES**

- a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.
- b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:
  - Agency name
  - Contact person name
  - Address
  - Phone & Fax numbers
  - Description of product(s) or service(s) and date sold
- c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

---

**10. INSURANCE**

- a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

**General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

**Product liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

**Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.
- b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

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**11. OFFEROR CERTIFICATIONS**

**Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.**

**Non-Collusive Response**

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.
- c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

**Non-Biased Specifications**

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offerors** that may be competing for this procurement.

**No Financial Interest or Other Conflict**

- a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.
- b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

**Debarment and Suspension Status**

- a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- d. **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

**Insurance Coverages**

**Offeror** has and will maintain insurance coverage in accordance with the requirements of this Invitation.

**Licensing & Permits**

**Offeror(s)** has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

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**12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION**

- a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.
- b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC's** Cooperative Purchasing Program.

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**13. NON-RESIDENT RECIPROCAL SALES ACT**

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

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#### 14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response**. Further, it shall be **Contractor's** responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

**NOTE:** In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made **ONLY** with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

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#### 15. INTENT AND SCOPE OF SPECIFICATIONS

- a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.
- b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.
- c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.
- d. **Offeror** shall show proof of ability to provide to **End Users** prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

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#### 16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.
- c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.
  - a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
  - b. Be available for inspection at any time prior to or after procurement.

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#### 17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

- a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer **ONLY ONE** Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** **MAY NOT** submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.
- b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.
- c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

- d. Selection of Product Codes for which to submit an offer is at **Offeror's** sole discretion.

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## 18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on Form D, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

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## 19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an H-GAC contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

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## 20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

### Standard Features

- a. The stated minimum requirements for all Products listed herein include what H-GAC considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.
- b. If it is unclear in the Response that an H-GAC standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all H-GAC specified standard features included in the base price.
- c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in H-GAC's specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

### Options - General

- a. Options are considered to be any features or accessories, other than H-GAC's and Manufacturer's "standard" features or accessories.
- b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.
- c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

### Required Options

- a. Product specifications in this Invitation may include H-GAC "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an H-GAC Option Code provided in this Invitation for such options, it MUST be used as part of the description.
- b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

### Other Options

- a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at H-GAC's sole discretion.



- b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

#### **Published & Unpublished Options**

- a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than \$50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.
- b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.
- c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

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#### **21. WARRANTIES, SALES & SERVICE**

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.
- b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
- c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror's** base price for any Product shall be inclusive of the standard warranty.
- e. Complete warranty information will be supplied to **End User** with each Product sold.
- a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.
- f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.
- g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor's** behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.
- h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

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#### **22. H-GAC ORDER PROCESSING CHARGE**

**H-GAC** will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, with the exception of orders for motor vehicles. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

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#### **23. PRE-PAYMENTS AND DISCOUNTS**

- a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.
- b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.
- c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

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## 24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

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## 25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the **End User**.
- c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.
- d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
- e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User's** requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.
- f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

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## 26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

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## 27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.
- b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.
- c. All required **H-GAC FORMS** and documents shall be properly completed, without exception or **Offeror's Response may be deemed non-compliant**. **Offeror** may not modify the format of any **H-GAC FORM** in any way. **Offeror** may photocopy or print blank **FORMS** as needed. Information submitted on the printed copies of the **FORMS** may not be handwritten except for signatures and initials. It is **Offeror's** responsibility to insure that printed **FORMS** are clear and legible. Handwritten and illegible entries may be rejected. **Offeror's** printed, stamped or typed name shall appear on every **FORM** submitted in the Response.
- d. The entire response submission shall also be submitted on electronic media, including all required **H-GAC FORMS**. **Offeror** is strongly advised to make and work with copies of the original electronic **FORMS**. The originals can then be used to make additional electronic or printed copies of the blank **FORMS**. Signatures are not required on the electronic **FORMS**.
- e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

- f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any H-GAC contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
- The procedure to be used by an **End User** requiring repairs.
  - Typical turn-around time on repairs.
  - Service Department days and hours of operation.
  - Number of qualified / factory trained service personnel normally on hand.
  - Description of the parts inventory on hand.
  - Training services, facilities and personnel available.
- g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
- Name and address of **Offeror**.
  - Date and hour of public response opening.
  - Bid/Proposal Invitation number.
  - The statement: "**SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM**".
- H-GAC shall not be responsible for any Response not properly labeled.
- h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- i. Samples, when required, shall be submitted within the time specified and at no expense to H-GAC. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror's** expense.
- j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.
- k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with H-GAC.
- l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required FORM or information will be sufficient grounds for H-GAC to consider your response to be non-compliant.

m. **First Section:**

- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
- **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
- **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
- References, formatted as described elsewhere herein.
- Service Organization Document, formatted as described elsewhere herein.

**Second Section:**

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the H-GAC contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)

**Third Section:**

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on Form D.
- Warranty Documentation, as described elsewhere herein, for all items offered.

**Fourth Section:**

- Copies of any applicable Texas MVD Licenses.
  - Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
  - **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm). It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.
- n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

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**28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS**

- a. If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.
- b. Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.
- c. Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.
- d. Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.
- e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

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**29. INCONSISTENT INFORMATION**

**H-GAC** review of responses supplied on **H-GAC FORMS** is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the *FORMS*. **Offeror's** information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in **Offeror's** response is inconsistent with the information supplied by **Offeror** on the **H-GAC FORMS**. In all cases, information on **H-GAC's** printed *FORMS* supplied as part of **Offeror's** response shall take precedence over information supplied on electronic media.

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**30. REJECTION OF RESPONSES**

- a. **H-GAC** may reject a response if:
  - **Offeror** misstates or conceals any material fact in the Response, or if,
  - **Offeror** does not strictly conform to law or the requirements of this Invitation.
- b. **H-GAC** may reject any and all responses, and may reject any part of a response.
- c. **H-GAC**, at its sole discretion, may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

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**31. WITHDRAWAL OR MODIFICATION OF RESPONSES**

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal

received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

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### 32. RESPONSE EVALUATION

#### For Bid Responses:

- a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.
- b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.
- c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.
- d. Failure of Offeror to submit pricing for frequently purchased options and any H-GAC required options may cause response to be considered non-compliant at H-GAC's sole discretion.

#### For Proposal Responses:

- e. **H-GAC** will evaluate proposals as detailed in Section B.
- f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at its sole discretion make subjective judgments during the evaluation process.

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### 33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

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### 34. AWARD OF CONTRACT

- a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.
- b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror(s)** and shall be subject to acceptance by the successful **Offeror(s)** within thirty (30) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (30) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
  - 1st The contract document signed by **H-GAC** and **Offeror**.
  - 2nd This Invitation and all specifications referenced herein.
  - 3rd **Offeror's** response to this Invitation.

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### 35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to H-GAC.

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### 36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

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### 37. PERFORMANCE & PAYMENT BOND

**H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

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### 38. CHANGE ORDERS

**End Users** shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

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### 39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

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### 40. PUBLICITY

**H-GAC** encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

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### 41. TAXES

**H-GAC** and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror shall not** include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

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### 42. DRUG FREE WORKPLACE

**Contractor** shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

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### 43. PRODUCT NOTICES & MAILINGS

**H-GAC** is NOT the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

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### 44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

- a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.
- b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.
- c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from **End User** any terms or conditions that conflict with or contravene those in **Contractor's** **H-GAC** contract, except for pricing discounts.
- d. **H-GAC** will prepare an "Order Confirmation" and send it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User's** purchase document and **H-GAC's** Order Confirmation.
- e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE: The Order Processing Charge is charged to Contractor, EXCEPT in the**

- case of motor vehicles.** For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by **Contractor**.
- f. **Contractor** will deliver products/services ordered, and will invoice **End-User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.
  - g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.
  - h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

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#### 45. PRICE CHANGES

- a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the **H-GAC** contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to **H-GAC**. For published catalogs and price sheets which are on an **H-GAC** contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.
- c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.
- d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an **End User**.
- e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.
- f. Price change requests shall include **H-GAC Forms D** and **E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in **MSEXcel** format to facilitate analysis and updating of the website.
- g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's actual costs** have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.
- h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.
- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.
- j. **H-GAC** reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

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**46. CONTRACT ITEM CHANGES**

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at its sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.
- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

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**47. FORCE MAJEURE**

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**.

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**48. PERFORMANCE UNDER CONTRACT**

**H-GAC** is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.
- e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.
- f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC's** website.
- g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.
- h. **Reporting Requirements:**
  - **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
  - **End User** name
  - Product/Service purchased, including Product Code if applicable



- End User Purchase Order Number
  - Purchase Order Date
  - Product/Service dollar amount
  - HGACBuy Order Processing Charge amount
  - Reports must be provided to H-GAC in MSExcel or other acceptable electronic format, and are due by the 30<sup>th</sup> day of the month following the applicable quarter being reported.
- i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

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#### 49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at [www.HGACBuy.org](http://www.HGACBuy.org). At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

##### Information Items

- Contract information
- Procurement schedules
- Response requirements & specifications
- Product and option item catalog listings
- **End User & Contractor** information

##### Functions

- **End User** product inquiries
- Product configuration and price quotes
- Purchase Orders and Confirmations
- Shipping/Delivery notices
- Invoice generation
- Payment remittances, etc.

All H-GAC Contractors, as a condition of contract, will be required to work with H-GAC and its E-Commerce provider(s) to maximize use of E-Commerce within the context of H-GAC Cooperative Purchasing business. Offeror is encouraged to refer to H-GAC's Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact H-GAC for assistance.

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#### 50. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an H-GAC vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in H-GAC's offices as may be determined by H-GAC and Contractor to be the most efficient and effective form of delivery.

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#### 51. LEGAL & CONTRACTUAL REMEDIES

##### RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

##### Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Office Services Manger of H-GAC by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

##### Expedited Resolution

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working

days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

#### **Appeals**

The complainant may appeal the Office Service Manager's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

#### **RESOLUTION OF CONTRACT DISPUTES**

Upon breach or default, H-GAC shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of H-GAC, default will be declared.

Upon breach of contract or default, H-GAC may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

#### **SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW**

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by H-GAC.

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#### **52. NATIONWIDE SALES OPPORTUNITIES**

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States, and/or to assign any H-GAC contract to another contractor(s) as deemed appropriate by H-GAC in the interest of its End Users.

- **Contractor** may sell through HGACBuy anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, H-GAC will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by H-GAC.
- **Contractor's** differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

**End of Section A  
GENERAL TERMS & CONDITIONS**

**SECTION B – PRODUCT SPECIFIC REQUIREMENTS**  
For  
**Radio Communication/Emergency Response & Mobile Interoperability Equipment**

**Table of Contents**

<u>Sub-Section</u>	<u>Page</u>
BACKGROUND & PURPOSE:.....	1
SCOPE OF OFFERINGS: .....	2
H-GAC ADMINISTRATIVE FEE AND PROCUREMENT PROCESS: .....	2
PRODUCT CODES.....	3
PRODUCT CATEGORIES.....	4
STRUCTURE OF RESPONSE AND REQUIRED INFORMATION:.....	5
<u>SEGMENT A. PRODUCTS &amp; PRICING</u> .....	5
<u>SEGMENT B. REFERENCES</u> .....	6
<u>SEGMENT C. GEOGRAPHIC AREAS SERVED</u> .....	6
<u>SEGMENT D. SERVICE FACILITIES &amp; PERSONNEL</u> .....	6
<u>SEGMENT E. CUSTOMER CONTRACT/AGREEMENT DOCUMENTS</u> .....	7
EVALUATION OF PROPOSALS:.....	7
CONTRACT AWARDS.....	7
SUBCONTRACTORS: .....	7
INSTALLATION AND SERVICE REQUIREMENTS:.....	7
TRAINING: .....	8
WARRANTY, SERVICE AND MAINTENANCE: .....	8

**BACKGROUND & PURPOSE:**

The Houston-Galveston Area Council (**H-GAC**) is a government agency which provides a Cooperative Purchasing Program as part of its service to other government agencies. The Program currently makes blanket type contracts covering products and services for the use of its membership of more than 4500 local government Participants (End Users) which including cities, counties, emergency services districts, school districts, and non-profit organizations. Any local government or non-profit organization may participate in the Program so long as their state law allows. There is also no cost to join and become a member of the **H-GAC** Cooperative Purchasing Program.

**H-GAC** is soliciting Proposals for selecting qualified manufacturers, distributors, installers and service providers of **Public Safety Radio Communication Equipment / Emergency Response Command & Control Equipment / Mobile Command Interoperable Communications Equipment and Services / Integration Services / Broadband Solutions** to make these types of products and services available to all current and future Participants in our Cooperative Purchasing Program. Participants in our Program may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training and maintenance agreements. A comprehensive catalog or price list of components or services, related to each submitted proposal shall be priced and included in the proposal. This shall also be provided in an electronic format. Discounts, if applicable, shall be clearly shown on **Form E** for ease of evaluation and clarity to End Users. Proposer must have the ability to effectively sell and service to all **H-GAC** Participants.

The **H-GAC** Cooperative Purchasing Program was established to provide purchasing services to local governments in the State of Texas, and that remains **H-GAC's** primary focus. However, the Texas Government Code (Title 7, Chapters 771 and 791) establishes the authority for **H-GAC** to provide these products and services to local governments in other states as well. With that authority, **H-GAC** wishes to make contracted products and services

available to out-of-state governments and or political entities, state agencies and non-profit agencies whenever practicable. Therefore, once a contract is awarded for the supply of Products or Services to End Users in Texas, the Contractor is expected to expand the scope of its marketing effort to include sales to End Users outside the state of Texas, but subject to the following;

- **H-GAC** will not make separate awards for any particular Product or Service, for sales in Texas and for sales outside the state of Texas.
- For all Product and Service items, Contractor must submit a fee rate, which will be valid for products and services to Texas End Users and End Uses in other states as well. A Contractor's decision regarding whether or not to market services outside the State of Texas may influence or have a bearing on **H-GAC's** evaluation of Contractors responses and any subsequent contract(s).

Proposer shall be able to demonstrate in the response to this RFP how sales, service, training and support will be provided and achieved throughout the State of Texas. All sales offices and support centers should be identified, including the number and type of employees at each. The organizational structure of Proposer, in regards to these issues, should also be identified. Governmental references, including contact and contact information shall also be provided as part of this RFP. Proposer shall also demonstrate in the response how sales, service, training and support will be provided and achieved for out-of-state End Users utilizing the Cooperative Purchasing Program.

#### **SCOPE OF OFFERINGS:**

**H-GAC's** expectation is to receive proposals, and subsequently to establish blanket contracts, for a comprehensive range of **Public Safety Radio Communication Equipment / Emergency Response Command & Control Equipment / Mobile Command Interoperable Communications Equipment and Services / Integration Services / Broadband Solutions** to offer Participants in our Cooperative Purchasing Program. In that regard, **Proposer is expected to provide a complete offering of available products for routine general acquisitions and installation of stated equipment, to include installation services, training and maintenance.**

It is the objective of this Proposal to solicit responses from several Manufacturers and its Dealers and Distributors to award contracts to those Proposers that meet or exceed the expectations laid out in this RFP. It is the sole discretion of H-GAC and its staff to be able to award multiple contracts under the same Base Product Codes.

This Proposal is divided into **four (4)** separate but related categories, for ease of evaluation and proposal responses. Proposer is advised to offer a wide array, or catalog, of products within each product category listed below. When submitting a response, Proposer may choose to give a response on any of the categories or all. No additional weighted value will be given to a proposer who responds to more than one or all categories listed.

#### **H-GAC ADMINISTRATIVE FEE AND PROCUREMENT PROCESS:**

As described in Section A (Sub-section 22), for each purchase order processed under an awarded contract, **H-GAC** will directly invoice contractor a 1.5% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. **Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied.**

It is Bidder's responsibility to take this into consideration when preparing **Form-D** and **Form-E** bid pricing, building this fee into Base Unit and options pricing accordingly (for example, a 20% discount-off-list price should ideally be listed on Bidder's bid as 18.5%).

#### **Competitive Pricing:**

**By submission of a response, Offeror certifies that offered pricing is as good as or better than pricing offered to local government customers thru any other program under normal circumstances. If such is not the case, Offeror shall explain how offered pricing differs from "best" pricing, and by how much.**

**Procurement Process:**

- The procurement process operates as follows: End User/Buyer contacts Contractor and discusses requirements.
- Contractor prepares an H-GAC Contract Pricing Quote and provides this to the prospective Buyer.
- When the Contractor and the End User agree, the Buyer sends a purchase order for the Products or services to Contractor, and faxes a copy to H-GAC along with the Contract Pricing Worksheet.
- Contractor delivers the ordered products or services and invoices Buyer.
- Buyer pays Contractor for products(s) received and accepted.
- Contractor provides quarterly report of all completed sales which includes names and location of buyer's dates, purchase amounts and administrative fee.
- H-GAC will invoice the Contractor for the Administrative Fee due.
- Contractor remits administrative fee to H-GAC.

**PRODUCT CODES**

For purposes of this invitation and any subsequent contract, all systems shall be identified using a descriptive two (2) character alpha product code. The first character of the code will identify the Manufacturer (see below), the second the Product Category (A, B, C or D). *Proposer shall price the product code(s) of their choice and make reference to this code(s) on HGAC proposal Forms (D & E).*

**Note: Your product must be pre-listed/approved on the chart below in order to participate in this proposal.**

Example – Motorola Solutions Radio Communication Equipment & Services would be designated “OA”

A	Alcatel-Lucent
B	AVL Technologies
C	Bearcom Operating L.L.C
D	Clearcom Communications
E	Communications Applied Technology
F	Daniels Electronics
G	E. F. Johnson
H	Harris Communications
I	Hytera America
J	Icom America
K	Intrado
L	JPS Communications/Raytheon
M	Kenwood
N	Midland Radio
O	Motorola Solutions
P	Network Innovations
Q	ODN, Inc.
R	Positron
S	Relm Wireless
T	Radio Systems International
U	Science Applications International (SAIC)
V	Solaris Technologies
W	Tait Radio Communications
X	Sepura
Y	UltraLife Communication Systems
Z	Utility
AA	Vertex Standard

**PRODUCT CATEGORIES (for Public Safety voice; data; video)****The H-GAC Product Categories covered by this Invitation include:****A. Radio Communication Equipment & Services**

Including Receivers/Pagers; Land Mobile Radios and Accessories; Base Stations and Accessories; Communication Control Console Systems; Portable Radios and Accessories; Radio Trunking Systems; Towers; Mobile Data Systems (MDS); Wireless Mobility Systems including Broadband and LTE; Networking including System-wide and local Interoperability Solutions; Biometric Applications.

**B. Emergency Response Command and Control Equipment & Services**

This Proposal establishes pricing for state-of-the-art Emergency Response Command & Control Equipment and Systems that can be purchased by participants in the H-GAC Cooperative Purchasing Program (End Users). Actual operators of the equipment will be "first-on-the-scene" emergency incident response commanders who will need to control communications between various agencies, who will have diverse data access needs and networking interfaces, who may have the need to gather and transmit data from the scene.

**C. Mobile Command Interoperable Communication Equipment & Services**

This proposal establishes pricing for systems and equipment for voice, data and video communication interoperable for mobile command systems. Since this is a mobile system, vehicles or trailers for mounting portable equipment should be priced on **Forms D/E** or may be procured off separate contracts. Access to wide area network will be via satellite, optional wireless (WiFi) optional video network interfacing, optional networking and gateway interfaces, and cellular data networks. The capabilities provided by these systems will establish interoperability between the incident scene, the Integrated Emergency Operations Center (IEOC) and other Incident command Systems (ICS) as applicable. H-GAC reserves the right to accept only proposals of interoperable equipment for compatibility, flexibility and uniformity reasons.

**D. Integration of Services**

This category was added to describe the types of services that Proposer may choose to offer our End Users in order to integrate the various products offered in Categories A, B and C into complete systems or subsystems. These services shall in no way diminish or render void any installation, warranties, training or other related services that are a part of the products and services offered by Proposer in the other Categories. These services may include support to system design, installation integration, testing, training, obtaining certifications...etc. Proposer may bid integration services for products from any or all of the Categories, but may not exclude a specific product or manufacturer within a Category for which Proposer is supplying a proposal.

**Note: Contractor will be responsible for all costs associated with Interoperability Testing (IOT) for all purchased equipment ensuring Multi-Vendor Integration compatibility. Additionally, vendor must demonstrate participation in any testing program required by FCC rules if applicable at time purchase order is issued.**

a. The services may be offered as Time & Materials (T&M) labor rates, with minimum quantities and blocks of time specified by Proposer, or as fixed-price packages, or the Proposer may propose other methods of their choosing. Proposer may offer the same rates for services provided across the products or individually for each Category and a given system to be integrated may include products from various Categories.

b. If bidding T&M rates, Proposer shall specify the following for each labor category to be offered;

- Labor category with title.
- Labor rate.

- Description of labor category in terms of personnel qualifications, or type and level of work to be performed or both.
  - Time increments available for purchase by category or in summation at Proposers discretion, for example; per hour, per week, per block of time, etc.
  - Minimum blocks of time required to be purchased by the End User by category or in summation, at Proposers discretion.
- c. In the event that multiple rates for similar labor categories apply due to use of similar categories for Proposer and its subcontractors, or among different subcontractors, Proposer shall so stipulate in both the labor category title and in its description.
- d. Proposer shall be very detailed in its proposal as to exactly what Integration Services (Categories) its services are covering as well as its detailed pricing structure. There should be no question by the End Users as to exactly what services it is purchasing as well as exactly what costs are associated with said services.

**Note:** Proposer shall always keep in mind that the **Forms D & E**, the product catalogs, electronic product formats and discount pricing shall be easily understood and managed, both for ease of evaluation purposes and for the End Users understanding of your companies pricing structure.

**Note:** Proposer shall also indicate throughout the proposal whether equipment being referenced is Digital or Analog equipment. **If not referenced within the Proposal it shall be presumed to be Digital.**

**Note:** Proposers shall reference Project 25 Phase I and Phase II throughout the proposal when referencing radio and trunking equipment/projects where applicable.

**Note:** Proposers/Manufacturers responding with Project 25 equipment shall provide P25 CAP testing documentation that meet or exceed this testing requirement upon request.

#### **STRUCTURE OF RESPONSE AND REQUIRED INFORMATION:**

In addition to H-GAC Forms A, B, and C, Proposer shall provide the information described below, **labeled and tabbed to correspond with the designated Segment Headings (A thru E) being bid.** Format is at Proposer's discretion, unless otherwise stipulated. If Proposer is making a response submission in more than one Product Category, a single **Segment B**, **Segment C**, and **Segment D** will suffice. However, **Segment A** and **Segment E** shall be subdivided for each H-GAC Product Category being addressed in the response.

**It is extremely important to set-up the binders as instructed. Responses not organized in the prescribed manner may be eliminated from consideration.**

Note: Proposer shall provide the required information specified in the Segments below (A-E). All information must be labeled and tabbed to correspond with the designated Segment Headings below. Each Segment must be addressed completely. For example, Segment B will be tabbed and have three (3) items to be addressed (1, 2, 3) and numbered accordingly. It is this information within each Segment that will be evaluated and will determine the proposers final score.

#### **Segment A. Products & Pricing**

This proposal requires published catalog and/or price list pricing. In this Segment Proposer shall list/price a manufacturer's published catalog and/or price lists with % discounts. The information shall be provided on H-GAC Form D. Form E is included in the bid package to allow pricing of those options that are not included in a particular catalog (e.g. extended warranty, additional training). Proposer **MUST** provide all pricing (**Forms D & E**) in an electronic format (**excel format**). **Proposer shall provide:**

Note: Options bid on Form E must be associated with the manufacturer/product code being proposed on Form D. For example, if you are proposing Motorola Radio & Communication Equipment (KA) on Form D, only options associated with Motorola (mfg.) may be listed/priced on Form E.

1. Offeror shall submit its standard published price catalog(s) containing all products that will be offered for sale through the Program. Pricing must be provided in the form of a manufacturer published catalog or price list showing the % discount off retail/list. Quantity discounts and other incentive programs which will be made available should also be addressed on Form E as an option. Proposer must provide a copy (hard/electronic) of all catalogs bid. Catalogs/Price Lists MUST be identified (name, year, edition ect.) on Form D as a line item along with % discount.

Note: Catalogs/Price lists bid with 0% discount from list/retail price may be deemed non-compliant.

2. Basic specification information for products and systems offered (e.g. cut/tear sheets, brochures, etc.); such that the basic capabilities and features of the equipment offered can be ascertained.
3. Product information covering basic/standard warranty of equipment/products being offered.

#### Segment B. References

Further to the requirements for references as detailed in Section A, General Terms & Conditions, Proposer must provide references from **at least five (5) government and/or non-profit entities** which have purchased offered Products within the past two years. Information provided shall include, as a minimum:

1. Entity name
2. Contact person's name, address & phone number
3. Description and value of product(s) purchased

Proposer is encouraged to include any letters of endorsement which may be available from the supplied references. In any event, H-GAC reserves the right to consider historic information and other facts in its proposal evaluations, whether gained from this proposal, references, or any other source.

#### Segment C. Geographic Areas Served

1. HGACBuy is a nationwide program. Describe you Geographic Coverage so H-GAC may evaluate your ability to meet the needs of End Users throughout the United States.
2. Explain how you will market the HGACBuy program. Contractors are allowed to use the HGACBuy logo on brochures and other printed literature as well as websites and trade shows; subject to prior review and approval by H-GAC.
3. Detail your dealer network (nationwide) and describe how it will be used to promote this program and provide products/services to H-GAC members nationwide.

#### Segment D. Service Facilities & Personnel

1. Sales office locations.
2. Factory and Service Center Locations.
3. Technical and maintenance services provided after a sale, and on what basis
4. Warranties, policies and procedures for handling problems and returns
5. Customer training provided, and on what basis?



**Segment E. Customer Contract/Agreement Documents**

Proposer shall provide copies of all documentation that a customer would be required to sign in the event a purchase is made (e.g. End User Agreements). H-GAC shall review documentation relative to consistency with industry norms and restrictiveness relative to the best interests of Participants.

**EVALUATION OF PROPOSALS:**

Evaluation of proposals will be based solely on the judgment and determination of the H-GAC staff. Proposals will be evaluated in two stages.

The first stage will be a general subjective evaluation of the completeness of the proposal, taking into account all requirements for submission detailed in Section A, General Terms & Conditions. Proposals deemed to be responsive will then be passed to the second stage. **(Pass/Fail)**

The second stage of evaluation will involve consideration of the criteria specified below. There will be a maximum score of 100 points. Proposers scoring the minimum 70 points or above may be offered a contract, but the number of contracts offered in any Product Category will be based solely on H-GAC's determination of what best serves the interests of Program Participants.

**PROPOSAL EVALUATION TABLE**

<b>Proposal Evaluation Criteria</b>	<b>Weight</b>
Overall compliance of Response with RFP requirements:	<b>Pass/Fail</b>
Products and Pricing on Form D (Segment A):	<b>30</b>
References (Segment B):	<b>15</b>
Geographic Area Covered (Segment C):	<b>25</b>
Service Facilities & Personnel (Segment D):	<b>20</b>
Restrictiveness of Documentation (Segment E):	<b>10</b>

**Note: Proposer shall address in depth each of the above criteria. Failure to do so may result in the bid being deemed non-compliant.**

**CONTRACT AWARDS**

One or more contracts may be recommended in each of the listed H-GAC Product Categories, at H-GAC's sole discretion. Offerings made by a single Proposer in more than one Category will be considered separately. On approval of an award recommendation by the H-GAC Board, a contract may be offered to the recommended awardee(s). If the parties are unable to come to agreement on the contract, H-GAC may withdraw the offer at H-GAC's sole discretion.

**SUBCONTRACTORS:**

H-GAC reserves the right to require the Contractor to identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work and three references for whom the subcontractor has performed work, that H-GAC may contact.

**INSTALLATION AND SERVICE REQUIREMENTS:**

1. The cost of installation must be included in the base system cost for all systems proposed, including all equipment, components and software. Basic installation should mean the system is fully operational.
2. Because additional installation needs may arise, the Contractor shall list on their **Form E**,
  - 2.1 Hourly Rates for Hardware installation and,
  - 2.2 Hourly Rates for Software installation.

3. Unless specifically agreed upon by the Contractor and the End User, all initial installation of all equipment and components shall be done by the Contractor. The Contractor must also ensure that the proposed equipment is fully operational and performs properly.
4. The Contractor must furnish all components, wires, connectors, materials, parts, equipment and labor necessary for the complete installation of the system, in full accordance with recommendations of the Original Equipment Manufacturer (OEM).
5. Contractor must observe proper circuit polarities and special care shall be taken to ensure that constant polarity is maintained. Contractor shall also provide adequate protection from electrical surges on any installed equipment.
6. Contractors must ensure that all systems are in first class working condition and free of short circuits, ground loops, video noise, and excessive system noise beyond published specifications of the equipment, hum, RF interference, or instability of any form.
7. At time of installation, the Contractor must provide owner's manuals, manufacturer's data sheets and a complete equipment list, with manufacturer's names, model numbers, serial numbers and quantities of each item provided. The Contractor shall also provide a comprehensive system schematics and labeling showing detailed connections to all equipment.

**TRAINING:**

It is the Contractors responsibility to provide the End User comprehensive training on all equipment.

1. Initial Training: The Contractor shall provide a description of the initial training your company will provide for system operators and system users. The training must include the following;
  - 1.1 Basic information about the system
  - 1.2 Description and instruction on use of the user interface(s)
  - 1.3 End User shall complete understanding of all systems and how they operate.
2. Additional Training: The Contractor shall provide information on other types of training available such as certified technician training and or registration information.
  - 2.1 All Initial and Additional training shall be fully described on the **Form E**, to include any additional cost that may be incurred by the End User.
  - 2.2 Any other training deemed necessary by either the End User or Contractor.

**WARRANTY, SERVICE and MAINTENANCE:**

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Proposal. The Warranty, Service and Maintenance including any Extended Maintenance Agreements, must be described in detail on the **Form E**.

1. Hardware: Contractor will warrant hardware against defects in workmanship of product for a period of one (1) year from the date of acceptance of installation. Contractor will ensure that any part deemed to be defective or otherwise inoperative will be repaired or replaced at no cost to the End User, if the term of the standard warranty has not expired.
2. Software: Contractor will warrant software against defects in workmanship of product for a minimum period of ninety (90) days from installation date of licensed software. Proposers shall submit a copy of their software license agreements and give a brief overview of what the agreements entail.
  - 2.1 Contractor will offer the customer the option to purchase new releases of software in order to meet customer's need to maintain current level of software.
  - 2.2 Contractor guarantees that any corrections made to previously released code will be made available to the End User, free of charge, if such corrections are released within the term of the standard software factory warranty.
  - 2.3 Contractor must provide a complete description of its warranty service, maintenance and extended maintenance programs, to include any End User costs, hourly rates and/or any other expenses. Also included shall be lead times with respect to service calls and 800 support numbers.

-----End of Section B -----



## SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: RA05-15

Title: Radio Communication/Emergency Response &amp; Mobile Interoperability Equipment

This Section contains the following **H-GAC FORMS**.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Offered Items Pricing
Form E:	Published Options
Form H:	Product Summary

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except as may be specified on the *FORM*.

**ALL** completed *FORMS* must also be submitted electronically on electronic media (DVD, CDROM, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

**FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY**  
 (DO NOT handwrite this Form. Information must be typed in.)

Invitation No.: RA05-15

Invitation Title: Radio Communication/Emergency Response & Mobile Interoperability Equipment

Offeror Company: \_\_\_\_\_

(Legal name of business which will appear on contract, if awarded)

Offeror Status:  Manufacturer  Dealer/Distributor  Other

Response Type(1):  Single Offeror Acting Alone Or As Lead  Multiple Offerors Acting Jointly

Contract Signatory(2): \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address(3):  
 Street/PO Box \_\_\_\_\_ City \_\_\_\_\_ State & Zip \_\_\_\_\_

Physical Address:  
 Street \_\_\_\_\_ City \_\_\_\_\_ State & Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_ Web Page URL: \_\_\_\_\_

- (1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.
- (2) Person who will sign final contract documents if an award is made.
- (3) Address to which final contract documents would be sent for signature.

**Member Contact Information**

Contact Person(4): \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address:  
 Street/PO Box \_\_\_\_\_ City \_\_\_\_\_ State & Zip \_\_\_\_\_

Physical Address:  
 Street \_\_\_\_\_ City \_\_\_\_\_ State & Zip \_\_\_\_\_

Toll Free Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

- (4) Person who End Users will contact for product information and to get pricing quotes.

**The Signatory below, on behalf of Offeror:**

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

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

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES**

Procurement No.: RA05-15

**Title:** Radio Communication/Emergency Response & Mobile Interoperability Equipment

**Offeror:** \_\_\_\_\_

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is comitted to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include, terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relavant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By:

Title:

Date:

**HUB Status Of Offeror**

Offeror is a HUB, as detailed below.

Offeror is not a HUB.

Designation(s):  HUB  DBE  MBE  WBE  Other

Certifying/Listing Authority(s):

**Subcontracts**

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include suhcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

Subcontractor List attached.

No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST		Procurement No.:	RA05-15
Title: Radio Communication/Emergency Response & Mobile Interoperability Equipment			
Offeror: _____			
This <i>FORM</i> is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. <b>Responses that do not comply with all requirements may be considered non-compliant.</b> Offeror's signatory must review each item below, and certify by initialing in the space to the right.			
This Response Includes:			Init.
1	An "Original" hard copy of the <b>COMPLETE</b> submission, including all required <i>FORMS</i> , plus one copy, each in a separate <b>hard-sided</b> 3-ring binder.		
2	A copy of the <b>COMPLETE</b> submission, including all required <i>FORMS</i> , in <b>electronic format</b> (CD, DVD, flash drive). <b>Forms must be provided in the original excel format.</b>		
3	An originally signed <b>Form A</b> from all entities who are party to this submission and who should be offered a contract if this submission is successful.		
4	The required list of <b>References</b> .		
5	Details of " <b>Service Organization</b> ", including locations, hours, personnel and parts/service availability. (Applies to hard goods only.)		
6	Complete <b>Warranty Documentation</b> for all Products offered.		
7	The manufacturer's latest <b>Specification Documents</b> detailing standard features, operating characteristics, etc., for all products offered.		
8	<b>Form CIQ</b> , if required by law, completed and signed. (The Form, and instructions for its use, can be found at: <a href="http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm">http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm</a> ) If Form CIQ does not apply, put "N/A" in the box to the right.		
9	If the <b>Non-Resident Reciprocal Bid Act</b> applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A"		
10	Was Project 25 Phase I & II standards detailed in the proposal when referencing Radio & Trunking Systems (If Applicable)		
11	A <b>Bid/Proposal Bond</b> , or <b>Cashier's Check</b> in the amount of <b>\$3000</b> . (A percentage bond is NOT acceptable.)		N/A







FORM D - PRODUCT SUMMARY			Invitation No. RA05-15
Offeror Name:			
<p>A completed copy of this form must be provided with Proposal. On the table below, for each RA05-15 product code priced (Form D), proposer shall provide a short summary detailing the items, equipment and/or services being offered for that specific product code. Proposer shall specify the product code, manufacturer and product category along with the product summary below.</p>			
Product Code (ex. HA)	Manufacturer (ex. Harris Communications)	Product Category (ex. Radio Communication Equipment & Services)	Product Summary (Quick summary of your offering for this proposal)

**This is a sample of the contract that will be sent to you for execution IF you are recommended for a contract award. Do NOT complete and return with your Response.**

A CONTRACT BETWEEN HOUSTON-GALVESTON AREA COUNCIL, Houston, Texas AND \_\_\_\_\_

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 100, Houston, Texas 77027, AND, \_\_\_\_\_ hereinafter referred to as the **CONTRACTOR**, having its principal place of business at \_\_\_\_\_.

**ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into a \_\_\_\_\_ Contract to become effective as of \_\_\_\_\_, and to continue through \_\_\_\_\_ (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of \_\_\_\_\_ offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell \_\_\_\_\_ through the **H-GAC** Contract to **END USERS**.

**ARTICLE 2: THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: \_\_\_\_\_, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: \_\_\_\_\_, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3: LEGAL AUTHORITY**

**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4: APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5: INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6: END USER AGREEMENTS**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on

any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

**ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS**

**CONTRACTOR** agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

**ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

**CONTRACTOR** shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

**ARTICLE 9: REPORTING REQUIREMENTS**

**CONTRACTOR** agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

**ARTICLE 11: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 12: DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless,

within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

**ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR'S** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

**H-GAC'S** liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR'S** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

**ARTICLE 15: TERMINATION FOR CAUSE**

**H-GAC** may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

**ARTICLE 16: TERMINATION FOR CONVENIENCE**

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

**ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

**CONTRACTOR** agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 18: GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.



**ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

**CONTRACTOR** agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

**ARTICLE 20: LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

**ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS**

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

**ARTICLE 22: CHANGE OF CONTRACTOR STATUS**

**CONTRACTOR** shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

**ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]**

**CONTRACTOR** will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: \_\_\_\_\_

Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: \_\_\_\_\_

Deidre Vick, Director of Public Services

Date: \_\_\_\_\_, 20\_\_

Signed for \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

Attest for \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

# RADIO COMMUNICATION/ EMERGENCY RESPONSE & MOBILE INTEROPERABILITY EQUIPMENT

INVITATION NO.: RA05-15



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# TABLE OF CONTENTS

<b>Executive Summary</b> .....	<b>1</b>
Introduction .....	1
Proposal Summary.....	1
A Thirty Year Partnership.....	1
Public Safety Interest .....	2
Why Motorola?.....	2
Manufacturing Control & Quality .....	2
Quality, Service and Support .....	3
Project Management & Local Engineering Support .....	3
Motorola: Working with Your Community .....	4
Our Commitment to the Environment.....	5
In Closing .....	5
<b>Point by Point Response</b> .....	<b>1</b>
Motorola Point by Point Response.....	3
<b>Section 1</b> .....	<b>1-1</b>
1.1 Form A .....	1-3
1.2 Form B .....	1-5
1.3 Form C .....	1-7
1.4 References.....	1-9
1.4.1 Motorola Detailed Reference Information.....	1-9
1.5 Services Organization Documents.....	1-10
1.5.1 Local, Statewide, and National Service Support .....	1-10
1.5.2 Customer Training.....	1-11
1.5.3 Warranties.....	1-11
1.5.4 Post-Sale Service Support .....	1-12
<b>Section 2</b> .....	<b>2-1</b>
2.1 Form D .....	2-3
2.2 Form E .....	2-5
2.3 Pricing Breakout (including form H) .....	2-7
2.3.1 Pricing Breakout.....	2-9
2.4 Equipment CD.....	2-17
<b>Section 3</b> .....	<b>3-1</b>
3.1 Brochures.....	3-3
3.2 Standard Warranty .....	3-5
3.2.1 Equipment Warranty .....	3-5
3.2.2 Software Warranty .....	3-8



<b>Section 4</b> .....	<b>4-1</b>
4.1 Copy of Texas MVD Licenses.....	4-3
4.2 Electronic Media Containing The Complete Response.....	4-5
<b>Segments</b> .....	<b>1</b>
Segment A. Products and Pricing.....	3
Segment B. References.....	3
Detailed Reference Information .....	3
Segment C. Geographic Areas Served.....	4
Single Point of Contact for Sales Support.....	4
Sales' Office Locations.....	4
Nationwide Marketing of H-GAC Contract .....	5
Nationwide Dealer Network.....	5
Segment D. Service Facilities and Personnel.....	5
Single Point of Contact for H-GAC Sales Support.....	5
Sales' Office Locations.....	5
Factory and Service Center Locations.....	6
Warranties, policies and procedures for handling problems and returns .....	7
Customer Training.....	7
Segment E. Customer Contract /Agreement Documents .....	8
System Purchase Agreement (Public Safety Applications).....	9
Purchase Agreement .....	11
System Purchase Agreement (Radio Systems).....	13
Professional Services Agreement.....	15
Security Assessment Services Agreement.....	17

PROPOSAL TO  
HOUSTON-GALVESTON AREA COUNCIL

# EXECUTIVE SUMMARY

RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABILITY EQUIPMENT

FEBRUARY 14, 2015

## INVITATION NO.: RA05-15



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# EXECUTIVE SUMMARY

## INTRODUCTION

### Proposal Summary

Motorola Solutions, Inc. (Motorola) has provided a comprehensive offering in response to H-GAC Invitation RA05-15. Motorola is providing the following items within the required Radio Communication Equipment & Services, Emergency Response Command and Control Equipment and Services/Mobile Command Interoperable Communication Equipment & Services/Integration of Services: receivers/pagers, radio communication equipment & services, emergency response command and control equipment and services, integration of services, advanced services, consulting services, and more specifically radio trunking systems, mobile data systems, mobile command systems, wireless mobility systems, and real-time video systems. In addition to supplying all of the products requested, Motorola offers comprehensive local, statewide, and national system integration, engineering, sales, and marketing support.

We believe the authorized Motorola service facilities across the State of Texas and nationally offer service superior to any other non-authorized trained group. They will provide service to valued H-GAC end-users and future H-GAC end-users outside of the Texas region. The Accessories and Aftermarket Parts Organization ships overnight from our inventory of more than 40,000 parts, test equipment, and complete products that the service facilities may not have on hand.

The sales and marketing effort that the H-GAC has come to expect of Motorola includes over 200 direct-sales representatives who handle state and local government accounts in the State of Texas. This same type of effort can be expected in other states where end-users choose to use the H-GAC contract. A support staff in Schaumburg, IL includes marketing representatives and inside sales people dedicated to the H-GAC customer base. We also have a state-of-the-art Internet based tool for our customers called Motorola On-Line that enables customers to keep track of all their business transactions with Motorola.

### A Thirty Year Partnership

The Houston Galveston Area Council has been a valued Motorola customer for over thirty years. The partnership started when H-GAC procured a few units for agencies within the Houston area in the early 1970's. By the early 1990's H-GAC's system purchases had increased to an average of eight million dollars annually. In the later part of the 1990's, H-GAC and Motorola partnered to enable agencies from all parts of the state of Texas to procure needed communications systems.



## Public Safety Interest

Public safety organizations everywhere face growing pressure to do more with less. Consequently, they are expected to communicate better, faster and more efficiently, both within their own organizations and with neighboring agencies.

While resources and manpower are often limited, public safety organizations can never sacrifice the safety of the community or the officers who serve it. To help public safety agencies maximize their service and protection, Motorola develops two-way radio systems that provide the interoperability, flexibility and reliability the agencies require. During our current times of heightened security, new advanced products and additional professional services were added to our portfolio to address these needs.

## Why Motorola?

The financial status of the company providing support for a cooperative purchasing agreement is an important investment consideration. Founded in 1928, Motorola has since become one of the largest and most experienced vendors in the industry. From our original "Walkie-Talkies" of the 1940's our Moon Rover and Voyager radios of the 70's and 80's, to our state-of-the-art digital voice and wireless data systems of today, we have consistently led the industry in quality communications equipment. In 2010, our annual sales surpassed \$19 billion.

Motorola is committed to providing total communications solutions and maintaining our Total Customer Satisfaction with outstanding service and support. We build and test our systems so they work right the first time. Our Digital Six Sigma Quality Program challenges each employee to continuously strive for higher quality.

Motorola's more than thirty years of experience with H-GAC ensures constant service without any lost time to transition or in personnel training required by a new vendor. End users are comfortable with the process, the investment, and the outcome of their Motorola purchases through this partnership.

## Manufacturing Control & Quality

Motorola is an American based company, and products are manufactured under the control of a single group. This not only guarantees that all components and subsystems function as an integrated whole, but ensures Continuous Improvement throughout the manufacturing process. This approach has resulted in Motorola twice earning the coveted Malcolm Baldrige National Quality Award.

Motorola is a leading provider of mission-critical communications products and services. More than 550 Motorola trunked radio systems are now in operation throughout the United States. Motorola has successfully installed trunked radio systems for more than 50 Texas government entities, including those listed below.

Texas Government Entities With Successfully Installed Trunked Radio Systems	
The City of Arlington	Texas A&M University
Brazoria County	The City of Fort Worth
Fort Bend County	The City of Houston
Galveston County	Harris County
The City of Austin	Jefferson County

Since 1983, city and county governments in the State of Texas have awarded a total of 54 contracts for privately owned Government 800 MHz trunked radio systems. Motorola was vendor-of-choice for 43 of these.

## Quality, Service and Support

Customers work closely with Motorola professionals to solve problems. Motorola's service network provides expert maintenance and service support over years of system use. In the southeast Texas area alone, there are twelve companies, most with multiple facilities, authorized to provide service for H-GAC's customers' communications needs.

Since Motorola supplies a complete system, the technical support personnel know all elements of the system thoroughly. As a result, H-GAC customers do not have to rely on support from an outside vendor when problems occur and can therefore avoid expensive and critical downtime.

Motorola employees are dedicated to continuous improvement. Specialized training in various fields is encouraged. Motorola's Worldwide Learning Services Group also provides company training from first echelon repairs to advanced technical training on a local and in-house basis.

## Project Management & Local Engineering Support

Motorola offers a number of distinct advantages in providing staff to keep H-GAC customer's communication systems running at peak performance. Through management experience and on-site training, Motorola's goal is to meet or exceed every milestone during the installation, implementation, and completion of the acceptance phase of all H-GAC customer systems.

### Project Management

Motorola provides project management, which helps reduce risk, while improving productivity, customer service, and safety. The user agencies' primary contact is an on-site project manager trained to find the right resource for any situation for all wireless issues. The project manager is the user agency's link to Motorola, "Experts on Demand" and "best practices" knowledge base.

### Local Engineering Support

Along with on-site project management, all engineering support teams will be assigned from a staff of experienced engineers based in the region purchasing the system for all phases of system procurement, including presale, design, implementation, and post-sale. Motorola can provide this support across all regions of the country.





## Local Service Support

Motorola offers authorized service in local regions across America. As an example, Motorola has offered service in the southeast Texas area for almost half a century. For 55 years Motorola has provided an authorized service facility in the Beaumont Golden Triangle area. For 45 years, Motorola has provided an authorized Service Center in the Houston area and for over 27 years the Bryan/Columbus Station area. Many other service shops in the United States have supported our service needs ranging from the same 50 years of service to some recent new service providers. Current authorized facilities average eight technicians per service shop.

This local approach to system support provides the following benefits:

- Trained, experienced personnel on call.
- Customer personnel can be trained more efficiently.
- A smoother, faster, and higher-level quality of implementation.
- Easier and faster problem solving.
- Sufficient staff to service several situations at once.

## Disaster Assistance

Motorola also provides critical support during large-scale emergencies. Within hours, thousands of customer and radios were manufactured at various facilities to assist emergency response efforts immediately following Hurricanes in the 80's, the Oklahoma City bombing, the Midwest floods and the Los Angeles riots in the 90's, the Florida Hurricanes in 2003-2004 and in the past few years for both Hurricanes Katrina and Irene. Motorola received special commendations from various Cities and Federal agencies for participating in the emergency response during these critical times.

## Motorola: Working with Your Community

Our responsibilities as a global business extend beyond our primary mission to provide the essential communications solutions that allow people, businesses and governments to be more connected.

We invest in the broader wellbeing of our communities by donating money, time and equipment to support communities where we operate.

Our community investment is focused on:

- Supporting basic education needs as well as programs that inspire students to embrace science, technology, engineering and math (STEM).
- Supporting community safety and providing support for first responders and their families.
- Supporting communities in areas where we operate as well as those around the world that have been impacted by disaster.
- Supporting employees with volunteer opportunities and matching their personal charitable donations.

Motorola Solutions support these areas through cash and product donations. We also encourage employees to volunteer their time and to participate in charitable-giving programs. In 2010, the former Motorola Foundation provided grants in 44 countries around the world.

## Our Commitment to the Environment

Low-carbon, highly efficient and super-efficient devices is the future of the industry where we provide the innovative communication solutions that allow people, businesses and governments to be more connected and more mobile.

We are already responding to these market shifts. Motorola Solutions is beginning to play an important role in reducing the carbon emissions of customers, primarily by helping to improve their efficiency.

Markets are demanding ever greener products, and our focus on green design helps us to stand out in a competitive marketplace. Our strategy is to ensure that our new devices consume less energy than earlier models, innovate in the use of environmentally preferred materials, have extended life-spans and can be easily recycled. Our Green Channel Partner Program is a first-of-its-kind green certification program, developed to increase our channel partners' knowledge about sustainability.

While helping our customers reduce their environmental footprints, we continue to reduce our own impacts. All our manufacturing sites and larger facilities are certified to the international standards ISO 14001 and OHSAS 18001, and our rigorous environment, health and safety management system ensures that we meet our commitment to reduce our own footprint. We continue to increase our use of renewable energy.

As stated we have set targets to reduce emissions from our operations and conserve natural resources. These include goals to reduce energy use and continue to implement our climate change strategy.

All our manufacturing sites and our larger facilities are certified to the environmental standard ISO 14001 and health and safety standard OSHAS 18001. We are assessing the sustainability of our buildings and implementing consistent standards across our global portfolio.

## In Closing

Motorola is proud to have been part of H-GAC's past and looks forward to enjoying a mutually beneficial long-term relationship, echoing a positive partnership with H-GAC for the past thirty-five plus years. Motorola's prime objective is to assist in realizing H-GAC's Mission Statement:

"H-GAC's chief mission is to serve local government today while helping them plan for tomorrow. To fulfill that mission, H-GAC works to:

- Promote efficient and accountable use of local, State, and Federal tax dollars.
- Serve as a problem-solving and information forum for local governments.
- Help local governments, business, and civic organizations analyze trends and conditions affecting the area and respond constructively, either individually or collectively."

Motorola is consistently praised for its thorough professionalism - professionalism demonstrated at every level of a project. Customers who once had communications challenges continue to rely on the Motorola and H-GAC partnership for total dedication in designing and implementing state-of-the-art radio communications systems to meet the challenges of today and tomorrow.



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PROPOSAL TO  
HOUSTON-GALVESTON AREA COUNCIL

# POINT BY POINT RESPONSE

RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABILITY EQUIPMENT

FEBRUARY 14, 2015

## INVITATION NO.: RA05-15



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# POINT BY POINT RESPONSE

Motorola's Point by Point Response is included on the following pages.

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## MOTOROLA POINT BY POINT RESPONSE

Section #	Section Title	Compliance	Comments
	<b>SECTION A - GENERAL TERMS AND CONDITIONS</b>	Motorola Understands	
1	INTRODUCTION	Motorola Understands	
2	DEFINITIONS, ABBREVIATIONS & ACRONYMS	Motorola Understands	
3	NON-BINDING ORAL COMMENTS	Motorola Understands	
4	STRUCTURE OF RESPONSE	Motorola Understands	
5	BASIC REQUIREMENTS & CONDITIONS	Motorola understands and will comply, with the following exception:	As to (5) (g) Motorola will comply, with the following clarification: This Proposal constitutes Motorola's complete response to H-GAC's RFP. In some instances, the Proposal takes exceptions or clarifications to the RFP, in which case, Motorola's Proposal is intended to govern and take precedence over the RFP provisions. If there is a discrepancy in prices or terminology in the Proposal, the discrepancies will be corrected through mutual agreement of the parties.
6	OFFEROR'S AUTHORIZED SIGNATORY	Comply	
7	SURETY FOR INSURANCE	Comply with Clarification	Motorola is insured as stated in the "Insurance" document, included in this tab.
8	CONFIDENTIAL/PROPRIETARY MATERIALS	Comply with Clarification	Materials considered confidential will be marked as such. Although Motorola understands the need to make submitted material available to Members on a confidential basis after a contract is signed, Motorola objects to release of marked information to others unless release is required as a result of an Attorney General or court decision.
9	REFERENCES	Motorola Understands	
10	INSURANCE	Comply with Clarification	Motorola is insured to the extent set forth as stated in the "Insurance" document, included in this tab.



Section #	Section Title	Compliance	Comments
11	OFFEROR CERTIFICATIONS	Comply with Clarification	As to subsections (b) and (c) under Debarment and Suspension Status, to the best of its information and belief, Motorola and its subsidiaries are not currently the subject of a criminal indictment or of a criminal proceeding in any court. From time to time, Motorola and its subsidiaries have been the subject of investigations by government entities in connection with their government contracting activities. These investigations have been both civil and criminal in nature. Within the last three (3) years, none of these matters has resulted in the filing of any criminal prosecution, or plea nor has any governmental entity suspended or debarred Motorola as a result of any such investigation. As to subsection (d) under Debarment and Suspension Status, Motorola is a Fortune 300 company with billions of dollars in annual sales. To its best knowledge and belief, Motorola is not aware of any termination for cause or default against it by a governmental agency or court of competent jurisdiction within the past three years. Motorola is insured as stated in the "Insurance" document, included in this tab.
12	HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION	Motorola Understands	Motorola is in full support of the State of Texas HUB Program. If contract is awarded, Motorola will, in good faith, try to include HUB participation wherever possible. It is the policy of Motorola to purchase goods and services necessary for the effective operation of our business from minority, woman, and other business enterprises to the fullest extent possible consistent with the merits of the suppliers' offerings. Motorola puts forth its best efforts to source and utilize qualified minority, woman, and other business enterprises for subcontracting opportunities.
13	NON RESIDENT RECIPROCAL SALES ACT	Motorola Understands	Motorola's principal place of business is in Illinois. In Illinois a resident bidder is provided preference only if the competing nonresident bidder is from a State that provides preferences to resident bidders over Illinois bidders. (Illinois Statutes at 30 ILCS 500/45-10) Moreover, under the Illinois bidder residency statute, a Texas offeror would be deemed a resident Illinois bidder, even as a foreign corporation so long as the Texas offeror registers to do business in the State of Illinois and has a bona fide establishment for transacting such business. Accordingly, Texas Government Code Section 2252.002 does not prohibit an award to Motorola under this procurement even if the bids of Motorola and a responsible Texas resident bidder are equal.
14	TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING	N/A	
15	INTENT AND SCOPE OF SPECIFICATIONS	Motorola Understands	

Exhibit B

Section #	Section Title	Compliance	Comments
16	REQUIREMENTS APPLICABLE TO PHYSICAL GOODS	Motorola Understands	
17	PRODUCT CODES	Motorola Understands	
18	SPECIFIC DESCRIPTIVE REFERENCES	Motorola Understands	
19	MANUALS	Motorola Understands	
20	STANDARD FEATURES & OPTIONS	Motorola Understands	
21	WARRANTIES, SALES & SERVICE	Exception	Motorola's comprehensive warranties are contained in the Customer Contract/Agreement Documents included in this proposal. These are Motorola's complete warranties and are not amended to meet RFP minimums by the submission of this proposal.
22	H-GAC ORDER PROCESSING CHARGE	Motorola Understands	
23	PRE-PAYMENTS AND DISCOUNTS	Motorola Understands	
24	INSPECTION/TESTING	Comply with Clarification	Offeror should only be responsible for costs of such testing if agreed to in advance.
25	PRODUCT DELIVERY	Comply with Clarification	As to subsection (a), acceptance shall be deemed to occur upon receipt and title to software shall not pass at any time to End User. As to subsection (f), Motorola shall be responsible for providing the tests required by local, state and federal laws to sell the equipment. End User shall be responsible for license fees required to operate the equipment such as the F.C.C. licenses required to operate a communications system. Motorola will provide an End User assistance in preparing F.C.C. license applications, but the End User is ultimately responsible for obtaining the required licenses.
26	OFFERED PRODUCT ITEM VARIANCES	Motorola Understands	
27	REQUIREMENTS FOR SUBMISSION OF A RESPONSE	Motorola Understands	
28	CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS	Motorola Understands	
29	INCONSISTENT INFORMATION	Motorola Understands	
30	REJECTION OF RESPONSES	Motorola Understands	
31	WITHDRAWAL OR MODIFICATION OF RESPONSES	Motorola Understands	



Section #	Section Title	Compliance	Comments
32	RESPONSE EVALUATION	Motorola Understands	
33	ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD	Motorola Understands	
34	AWARD OF CONTRACT	Motorola will comply, with the following exception:	As to 34(e), the order of precedence should be (1) contract, (2) Offeror's Response, and (3) RFP. The approved objections and clarifications in Motorola's response must have precedence over the H-GAC specifications.
35	PRO-FORMA CONTRACT	Comply with clarification	Motorola accepts the Most Favored Customer Clause (Article 10) within the ProForm Contract subject to the inclusion of the follow language providing for an exception for the sale of large communications system sales, which is in the present Motorola HGAC Agreement. "The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million (\$1,000,000.00) and above). The term "Communications System" shall refer to a project that includes the sale of infrastructure hardware and software, user devices, and Motorola engineering and installation services. The contract for a "Communications System" will always have a Statement of Work and an Acceptance Test Plan."
36	CONTRACT TERM	Motorola Understands	
37	PERFORMANCE & PAYMENT BOND	Motorola Understands	
38	CHANGE ORDERS	Comply	
39	DUPLICATION OF TERMS OR STATEMENTS	Motorola clarification	Motorola agrees that if statements are identical that H-GAC has a right to rely on either identical statement it chooses. Motorola further agrees that if statements are extremely similar and there is no meaningful difference between them that HGAC has a right to rely on either extremely similar statement.
40	PUBLICITY	Comply	
41	TAXES	Comply	
42	DRUG FREE WORKPLACE	Comply	
43	PRODUCT NOTICES & MAILINGS	Motorola Understands	
44	HANDLING OF ORDERS & PAYMENTS	Motorola will comply with the following clarification:	Motorola will comply to the extent set forth in its existing contract with H-GAC.
45	PRICE CHANGES	Motorola Understands	
46	CONTRACT ITEM CHANGES	Motorola Understands	

Section #	Section Title	Compliance	Comments
47	FORCE MAJEURE	Comply with clarification	Please delete the last sentence. H-GAC should not have sole discretion as to whether a force majeure event has occurred.
48	PERFORMANCE UNDER CONTRACT	Comply with clarification	With respect to default or failure to meet conditions, please see Motorola's response to Section 51 below. As to 48(g), inspection of Offeror facilities shall be restricted to normal business hours, to areas that are relevant to the performance of the Contract, and to areas which Offeror does not consider confidential or proprietary in nature.
49	IMPLEMENTATION OF INTERNET BASED E-COMMERCE	Motorola Understands	
50	CONTRACTOR ORIENTATION/TRAINING	Motorola Understands	
51	LEGAL & CONTRACTUAL REMEDIES	Comply with clarification	After receiving written notice, Motorola shall have 30 days to cure any breach or default. If the nature of the default is such that it cannot be cured within 30 days, then Motorola shall be required to provide within 30 days a plan of action acceptable to H-GAC/End User to cure the default. The H-GAC/End User remedies will be subject to the following limitation of liability provision:
51	LEGAL & CONTRACTUAL REMEDIES (continued)	Comply with clarification	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 provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) years after the accrual of the cause of action, except for money due upon an open account.





Section #	Section Title	Compliance	Comments
52	NATIONWIDE SALES OPPORTUNITIES	Comply with clarification	Because of its distribution commitments nationally, Motorola may be unable to comply with the requirements relating to efforts to encourage H-GAC use by End Users in all areas of the United States.
	<b>SECTION B—PRODUCT SPECIFIC REQUIREMENTS</b>	Motorola Understands	
	BACKGROUND & PURPOSE	Motorola Understands	
	SCOPE OF OFFERINGS	Motorola Understands	
	H-GAC ADMINISTRATIVE FEE AND PROCUREMENT PROCESS	Motorola takes exception	As to the Competitive Pricing certification, Motorola is unable to comply. In many transactions, on a case by case basis, pricing guarantees are made or future pricing commitments are made, depending on the nature of the transaction at a given point in time. Many sales do not fit within a standard conventional pricing framework.
	PRODUCT CODES	Motorola Understands	
	PRODUCT CATEGORIES	Motorola Understands	
	STRUCTURE OF RESPONSE AND REQUIRED INFORMATION	Motorola Understands	
	SEGMENT A: PRODUCTS & PRICING	Motorola Understands	
1		Motorola Understands	
2		Motorola Understands	
3		Motorola Understands	
	SEGMENT B: REFERENCES	Motorola Understands	
	SEGMENT C: GEOGRAPHIC AREAS SERVED	Motorola Understands	
	SEGMENT D: SERVICE FACILITIES & PERSONNEL	Motorola Understands	
	SEGMENT E: CUSTOMER CONTRACT/AGREEMENT DOCUMENTS	Motorola Understands	
	EVALUATION OF PROPOSALS	Motorola Understands	
	CONTRACT AWARDS	Motorola Understands	
	SUBCONTRACTORS	Motorola Understands	
	INSTALLATION AND SERVICE REQUIREMENTS	Motorola Understands	

Section #	Section Title	Compliance	Comments
	TRAINING	Motorola Understands	
12	WARRANTY, SERVICE and MAINTENANCE:	Motorola Understands	
	Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Proposal. The Warranty, Service and Maintenance including any Extended Maintenance Agreements, must be described in detail on the Form F.	Motorola will comply with the following clarification:	Motorola's comprehensive warranties are contained in the Customer Contract/Agreement Documents included in this proposal. These are Motorola's complete warranties and are not amended to meet RFP minimums by the submission of this proposal.
12.1	<u>Hardware:</u> Contractor will warrant hardware against defects in workmanship of product for a period of one (1) year from the date of acceptance of installation. Contractor will ensure that any part deemed to be defective or otherwise inoperative will be repaired or replaced at no cost to the End User, if the term of the standard warranty has not expired.	Motorola will comply with the following exceptions and clarifications:	Motorola warrants Equipment under normal use and service will be free from material defects in materials and workmanship. For equipment only sales, the warranty period shall begin upon shipment. For system sales, the warranty period shall begin upon the earlier of System Acceptance or 180 days after shipment of the equipment. Unless specific agreements are made with an End User, the End User shall bear the burden of the cost to deliver equipment to a Motorola warranty service shop or center.
12.2	<u>Software:</u> Contractor will warrant software against defects in workmanship of product for a minimum period of ninety (90) days from installation date of licensed software. Proposers shall submit a copy of their software license agreements and give a brief overview of what the agreements entail.	Motorola will comply with the following exceptions and clarifications:	Motorola's complete software license agreement is included in this proposal. Motorola warrants that the unmodified Software when used properly and in accordance with the documentation and the contract, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined solely with reference to the Documentation. Licensor does not warrant that Licensee's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Licensee's particular requirements.
12.2.1	Contractor will offer the customer the option to purchase new releases of software in order to meet customer's need to maintain current level of software.	Motorola Understands	





Section #	Section Title	Compliance	Comments
12.2.2	Contractor guarantees that any corrections made to previously released code will be made available to the End User, free of charge, if such corrections are released within the term of the standard software factory warranty.	Motorola will comply, with the following exception:	During the warranty period, Motorola will provide such corrections to the extent set forth in the Software License Agreement.
12.2.3	Contractor must provide a complete description of its warranty service, maintenance and extended maintenance programs, to include any End User costs, hourly rates and/or any other expenses. Also included shall be lead times with respect to service calls and support numbers.	Motorola Understands	



## MEMORANDUM OF INSURANCE

<b>PRODUCER</b> AON RISK SERVICES CENTRAL, INC. AON CENTER 200 EAST RANDOLPH STREET CHICAGO, ILLINOIS 60601 <small>D.L. Aon Risk Insurance Services of Illinois, CA License #0095623</small>	THIS MEMORANDUM IS A MATTER OF INFORMATION ONLY. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW. <hr/> <p style="text-align: center;"><b>COMPANIES AFFORDING COVERAGE</b></p> COMPANY A LIBERTY MUTUAL FIRE INSURANCE COMPANY <hr/> COMPANY B LIBERTY INSURANCE CORPORATION <hr/> COMPANY C <hr/> COMPANY D
<b>INSURED</b> MOTOROLA SOLUTIONS, INC. AND ITS SUBSIDIARIES 1303 EAST ALGONGUIN ROAD SCHAUMBURG, IL 60196	

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> -Commercial General Liability -Occurrence	IB2-641-005169-074	7/01/2014	7/01/2015	GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$1,000,000
					PERSONAL & ADV INJURY	\$1,000,000
					EACH OCCURENCE	\$1,000,000
					FIRE DAMAGE (any one fire)	\$250,000
					MED EXP (any one person)	\$10,000
A	<b>AUTOMOBILE LIABILITY</b> -Any Auto	AS2-641-005169-011 (Domestic Auto- All Sates)	7/01/2014	7/01/2015	COMBINED SINGLE LIMIT	\$1,000,000
					BODILY INJURY (per accident)	
					BODILY INJURY (per accident)	
					PROPERTY DAMAGE	
					AUTO ONLY (each accident)	
					OTHER THAN AUTO ONLY	
	<b>GARAGE LIABILITY</b>				EACH ACCIDENT	
					AGGREGATE	
					EACH OCCURENCE	
					AGGREGATE	
	<b>EXCESS LIABILITY</b>				EACH OCCURENCE	
					AGGREGATE	
B B	<b>WORKERS COMP &amp; EMPLOYER'S LIABILITY</b>	WA7-64D-005169-084 (AOS) WC7-641-005169-094 (WI)	7/01/2014	7/01/2015	<input checked="" type="checkbox"/> WC Statutory limits	
					EL EACH ACCIDENT	\$1,000,000
					EL DISEASE-POLICY LIMIT	\$1,000,000
					EL DISEASE - EA EMPLOYEE	\$1,000,000
	<b>OTHER</b>					

**FOR INFORMATIONAL PURPOSES ONLY**

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PROPOSAL TO  
HOUSTON-GALVESTON AREA COUNCIL

# SECTION 1

RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABILITY EQUIPMENT

FEBRUARY 14, 2015

## INVITATION NO.: RA05-15



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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# SECTION 1

The documents listed below are included in the following subsection:

- Form A
- Form B
- Form C
- References
- Services Organization Documents



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## 1.1 FORM A

Form A is included on the following page.

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**FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY**  
 (DO NOT handwritten this Form. Information must be typed in.)

Invitation No.: RA05-15

**Invitation Title:** Radio Communication/Emergency Response & Mobile Interoperability Equipment

**Offeror Company:** Motorola Solutions, Inc.

(Legal name of business which will appear on contract, if awarded)

**Offeror Status:**  Manufacturer  Dealer/Distributor  Other

**Response Type(1):**  Single Offeror Acting Alone Or As Lead  Multiple Offerors Acting Jointly

**Contract Signatory(2):** Edward Fuerst

**Title:** MSSSI Vice President

**Mailing Address(3):** PARK WEST C-2, 1507 LBJ FREEWAY

Farmers Branch Texas, 75234

Street/PO Box

City

State &amp; Zip

**Physical Address:** PARK WEST C-2, 1507 LBJ FREEWAY

Farmers Branch Texas, 75234

Street

City

State &amp; Zip

**Phone:** (972) 277-4603

**Fax:** (972) 277-4681

**Email Address:** eddie.fuerst@motorolasolutions.com

**Federal Tax ID No.:** 36-1115800

**Web Page URL:** www.motorolasolutions.com

- (1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.
- (2) Person who will sign final contract documents if an award is made.
- (3) Address to which final contract documents would be sent for signature.

**Member Contact Information**
**Contact Person(4):** George Ebel

**Title:** Sr. Account Manager

**Mailing Address:** 7840 N Sam Houston Parkway W, Ste 300

Houston

Texas, 77064

Street/PO Box

City

State &amp; Zip

**Physical Address:** 7840 N Sam Houston Parkway W, Ste 300

Houston

Texas, 77064

Street

City

State &amp; Zip

**Toll Free Phone:** 281-802-2643

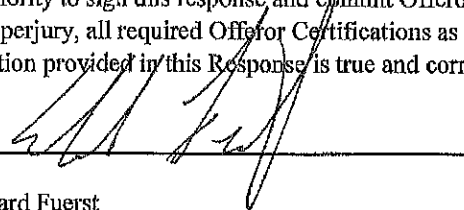
**Fax:** (281) 955-7801

**Email Address:** george.ebel@motorolasolutions.com

- (4) Person who End Users will contact for product information and to get pricing quotes.

**The Signatory below, on behalf of Offeror:**

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

**Signature:**

**Motorola Solutions Sales and**
**Title:** Services, Inc. Vice President

**Printed Name:** Edward Fuerst

**Date:** 14-Feb-15

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## 1.2 FORM B

Form B is included on the following page.



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**FORM B HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES**

Procurement No.: RA05-15

**Title:** Radio Communication/Emergency Response & Mobile Interoperability Equipment

**Offeror:** Motorola Solutions, Inc.

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measurable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is comitted to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

**Note 1:** There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relevant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

**Note 2:** The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed by:

**Title:** Motorola Solutions Sales and Services, Inc. Vice President

**Date:** 14-Feb-15

**HUB Status Of Offeror**

- Offeror is a HUB, as detailed below.  Offeror is not a HUB.

**Designation(s):**  HUB  DBE  MBE  WBE  Other

**Certifying/Listing Authority(s):**

**Subcontracts**

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

- Subcontractor List attached.  No Subcontractors will be used.

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## Motorola HUB Subcontractor List

Subcontractor Type	Subcontractor Name	Address	City	State/Province	Zip Postal Code
MSS	Industrial Communications	2635 N. Jackson	Odessa	Texas	79761
Basic Servicer	Permian Communications	2403 25th Street	Snyder	Texas	79549
Specialty Subcontractor	Ransom Inc	7056 Pipestone	Schertz	Texas	76154
MSS	RTC Inc.	300 E. Sunset Drive	El Paso	Texas	79922
MSS	RZ & Associates Inc dba RZ Communications	1400 Smith Rd # 101B	Austin	Texas	78721
MSS	South Texas Communications	709 E. Pecan Street	McAllen	Texas	78501
Basic Servicer	Victoria Communication Services Inc.	3202 N. Navarro	Victoria	Texas	77901

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## 1.3 FORM C

Form C is included on the following page.



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<b>FORM C - RESPONSE CHECKLIST</b>		Procurement No.: RA05-15
<b>Title:</b> Radio Communication/Emergency Response & Mobile Interoperability Equipment		
<b>Offeror:</b> Motorola Solutions, Inc.		
<p>This <i>FORM</i> is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. <u>Responses that do not comply with all requirements may be considered non-compliant.</u> Offeror's signatory must review each item below, and certify by initialing in the space to the right.</p>		
This Response includes:	Init.	
1 An "Original" hard copy of the <b>COMPLETE</b> submission, including all required <i>FORMS</i> , plus one copy, each in a separate hard-abled 3-ring binder.	/s/	
2 A copy of the <b>COMPLETE</b> submission, including all required <i>FORMS</i> , in electronic format (CD, DVD, flash drive). <b>Forms must be provided in the original excel format.</b>	/s/	
3 An originally signed Form A from all entities who are party to this submission and who should be offered a contract if this submission is successful.	/s/	
4 The required list of <b>References</b> .	/s/	
5 Details of " <b>Service Organization</b> ", including locations, hours, personnel and parts/service availability. (Applies to hard goods only.)	/s/	
6 Complete <b>Warranty Documentation</b> for all Products offered.	/s/	
7 The manufacturer's latest <b>Specification Documents</b> detailing standard features, operating characteristics, etc., for all products offered.	/s/	
8 <b>Form CIQ</b> , if required by law, completed and signed. (The Form, and instructions for its use, can be found at: <a href="http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm">http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm</a> ) If Form CIQ does not apply, put "N/A" in the box to the right.	/s/	
9 If the <b>Non-Resident Reciprocal Bid Act</b> applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A"	/s/	
10 Was Project 25 Phase I & II standards detailed in the proposal when referencing Radio & Trunking Systems (If Applicable)	/s/	
11 A <b>Bid/Proposal Bond</b> , or <b>Cashier's Check</b> in the amount of <b>\$3000</b> . (A percentage bond is NOT acceptable.)	N/A	



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(30 ILCS 500/45-10)

Sec. 45-10. Resident bidders.

(a) Amount of preference. When a contract is to be awarded to the lowest responsible bidder, a resident bidder shall be allowed a preference as against a non-resident bidder from any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder. Further, if only non-resident bidders are bidding, the purchasing agency is within its right to specify that Illinois labor and manufacturing locations be used as a part of the manufacturing process, if applicable. This specification may be negotiated as part of the solicitation process.

(b) Residency. A resident bidder is a person authorized to transact business in this State and having a bona fide establishment for transacting business within this State where it was actually transacting business on the date when any bid for a public contract is first advertised or announced. A resident bidder includes a foreign corporation duly authorized to transact business in this State that has a bona fide establishment for transacting business within this State where it was actually transacting business on the date when any bid for a public contract is first advertised or announced.

(c) Federal funds. This Section does not apply to any contract for any project as to which federal funds are available for expenditure when its provisions may be in conflict with federal law or federal regulation.

(Source: P.A. 90-572, eff. date - See Sec. 99-5.)

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## 1.4 REFERENCES

### 1.4.1 Motorola Detailed Reference Information

#### Customer #1

##### **Montgomery County Sheriff's Office**

Peggy Frankhouser  
#1 Criminal Justice Dr, Conroe, TX 77301  
(936) 538-3494

Montgomery County procured \$2.7M dollars of subscriber units via the HGAC contract and regularly uses HGAC for many of their smaller purchases.

#### Customer #2

##### **Fort Bend County Office of Emergency Management**

Doug Barnes  
507 Fort Street, Richmond, TX 77469  
(281) 342-6185

Fort Bend OEM purchased a \$3.2M simulcast system and use HGAC as the purchasing vehicle for many of their procurements

#### Customer #3

##### **BV-WACS**

Thomas Gilbert  
3991 E. 29th St., Bryan, TX 77802  
(979) 324-0032

In 2009, seven 7X sites, 3 dispatch centers, one dispatch SFWR upgrade, and subscribers from Washington County, Brenham, College Station and flash upgrades for Bryan were purchased totaling \$8M.

#### Customer #4

##### **Williamson County**

Patrick Cobb  
508 S. Rock St., Georgetown, TX 78626  
(512) 943-1206

Williamson County used the HGAC contract to purchase approximately \$4.5M worth of infrastructure and console equipment.

#### Customer #5

##### **Magnolia Fire Department**

Rusty Griffith  
18215 Buddy Riley Blvd, Magnolia, TX 77354  
(281) 356-1572

Magnolia Fire Department purchased \$672K in subscriber units and regularly uses the contract as a purchasing mechanism.

## 1.5 SERVICES ORGANIZATION DOCUMENTS

### 1.5.1 Local, Statewide, and National Service Support

For over seventy five of Motorola's eight three years of being in business, we have supported a large service organization. The Gulf Coast region is no exception to this service network. The following three service facilities are just a small sample of our large State and National Presence in the service/support business (see map).

Our service facilities keep a wide variety of inventory on hand for 1<sup>st</sup> and 2<sup>nd</sup> echelon repair support. Typical turn time is 2 days or less with additional support from our nationwide depot repair service. Our 80,000 sq. ft. facility handles over 12,000 repairs per week and provides the added support needed for quick turn subscriber repairs. Our shops are also equipped with certified technicians in various technologies including Land Mobile Radio, Wireless Broadband, and Paging to name a few. Each location employs a minimum of 5 technicians and can have as many as 10 technicians and installers when needed for larger projects. Bearcom for example can pull support from their nationwide network of facilities to cover large scale operations throughout the region.

#### Local Facilities:

##### Commercial Wireless Systems

General Manager- Rick Burchfield  
411 N. 10<sup>th</sup> St. La Porte, TX 77571  
281-470-6500

Hours of Operation- 8am-5pm  
On-Call 24/7, 365 Days a year

##### Bearcom

General Manager- Dennis Luby  
1213 W. 13<sup>th</sup> St., Deer Park, TX 77536  
281-476-4302

Hours of Operation- 8am-5pm  
On-Call 24/7, 365 Days a year

##### Houston 2-Way Radio

General Manager- Ricky Wagnon  
4100 N. Sam Houston Parkway W., Suite 290  
Houston, TX 77086  
713-681-2525

Hours of Operation- 8am-5pm  
On-Call 24/7, 365 Days a year

#### Other Facilities Across the State (partial list):

- DFW Communications
- Victoria Communications
- Kay Electronics
- Texas Communications
- RZ Associates
- Teletouch







## 1.5.2 Customer Training

Motorola provides training to each person working on the H-GAC contract. Both a marketing and legal perspective is provided to direct and in-direct personnel at the beginning of each contract award. Refresher training is provided on-going on an as needed basis.

Motorola's Learning Services organization dedicates itself exclusively to offering the most comprehensive training available for Motorola's advanced equipment to fully realize the equipment's potential. From sophisticated training needs analysis to ongoing training throughout the life cycle of your product or system, we can help ensure that your investment in training today is an investment for your future.

Our training methodology includes knowledgeable instructors, well-designed courseware, lab activities, and system hardware and software that closely parallel your operating environment and that is integrated with proper system documentation.

This methodology is based upon several key criteria.

- Course design is driven by an analysis of learner needs and focuses on how-to rather than theory.
- Learning objectives are based upon what learners need to accomplish on the job and focus on specific applications.
- Hands-on lab opportunities using customer-specific job aids are incorporated into training to maximize the transfer of skills to the job and the retention/reuse of information.

Motorola offers both train-the-trainer and end-user training. Students can attend training at one of our training centers or instructors can come to your site. In conjunction with or in addition to instructor-led training, we can provide self-study/e-learning programs in which students follow a computer-based training module on CD-ROM or other media.

## 1.5.3 Warranties

Motorola has provided an extensive warranty document within the point by point response. Any additional information needed will be provided upon request.

## 1.5.4 Post-Sale Service Support

As an example to our National presence, Motorola offers a complete contract maintenance service available with fifteen facilities in the H-GAC area and surrounding Southeast Texas area. Service includes periodic checks on equipment performance and prompt repair service in the event of equipment breakdown involving more than replacement of boards. Once a purchase is made, Motorola provides the most expansive support available in the industry. The support ranges from a 24 hour System Support Center for advanced technical assistance, to a local on-call authorized Motorola service center. When support for a system is needed, Motorola is there.





PROPOSAL TO  
HOUSTON-GALVESTON AREA COUNCIL

# SECTION 2

RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABILITY EQUIPMENT

FEBRUARY 14, 2015

## INVITATION NO.: RA05-15



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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# SECTION 2

The documents listed below are included in the following subsections:

- Form D
- Form E
- Pricing Breakout (including form H)
- Equipment CD



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## 2.1 FORM D

Form D is included on the following page.



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FORM D - OFFERED ITEMS PRICING		Procurement No.:	RA05-15
Offeror Name:	Motorola Solutions, Inc.		
H-GAC Product Code	Item Description (Offeror may not change any description or add items)	Offered Price	
OA	<i>Per the RFP Motorola has included an Electronics Catalogue for our Vertex equipment on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i>		
	<i>Motorola also offers an extensive on-line program called Motorola On-Line that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i>		
OB	<i>Per the RFP Motorola has included an Electronics Catalogue (ECAT disk) on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i>		
OC	<b>Mobile Command Interoperable Communication Equipment &amp; Services</b>		
OD	<b>Motorola Integration Services LMR</b>		
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.		
OD	Project Management Daily Rate*	\$	1,818.00
OD	System Engineering Daily Rate*	\$	1,818.00
OD	System Technologist Daily Rate*	\$	2,173.00
OD	Standard Shop Installation: Hourly Rate*	\$	150.00
OD	Standard Shop Installation: Daily Rate*	\$	1,200.00
OD	Mobile Radio Installation*		\$180-\$500
OD	Radio Programming*		\$55-\$125
OD	Data Installation*		\$180-\$428
	*Prices may vary by Region and Stated Scope. Travel Not Included		
OD	<b>Motorola Integration Services Advanced Services</b>		



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Exhibit B

	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
<b>OD</b>	NG9-1-1 Consolting Services-Daily Rate*	\$1,694
<b>OD</b>	Security Project/Program Management-Daily Rate*	\$1,694
<b>OD</b>	Wireless Security Technician-Daily Rate*	\$1,580
<b>OD</b>	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,580
<b>OD</b>	Secutriy Trainer-Daily Rate*	\$1,328
<b>OD</b>	Application Security Code Reviewer-Daily Rate*	\$2,033
<b>OD</b>	IT Incident Response and E-Discovery Assitance-Daily Rate*	\$1,694
<b>OD</b>	IT Disaster Recovery Planner-Daily Rate*	\$1,580
<b>OD</b>	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,580
<b>OD</b>	Buisness Continuity/Continuity of Government Planner-Daily Rate*	\$1,580
<b>OD</b>	Buisness Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,580
<b>OD</b>	Mobile Application Services Project Management-Daily Rate*	\$565
<b>OD</b>	Mobile Application Services System Engineer-Daily Rate*	\$565
<b>OD</b>	Mobile Application Services Solution Architech-Daily Rate*	\$2,033
<b>OD</b>	Mobile Application Services Application and Solution Design-Daily Rate*	\$2,033
<b>OD</b>	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$2,033
<b>OD</b>	Application Integration and Customization Services Project Management-Daily Rate*	\$1,694
<b>OD</b>	Application Integration and Customization Services System Engineer-Daily Rate*	\$1,694
<b>OD</b>	Application Integration and Customization Services Solution Architech-Daily Rate*	\$2,033
<b>OD</b>	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$2,033
<b>OD</b>	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,694
<b>OD</b>	Unified Communications Services Project Management-Daily Rate*	\$1,694
<b>OD</b>	Unified Communications Services System Engineer-Daily Rate*	\$1,694
<b>OD</b>	Unified Communications Services Solution Architech-Daily Rate*	\$2,033
<b>OD</b>	Unified Communications Services Application and Solution Design-Daily Rate*	\$2,033
<b>OD</b>	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,694
<b>OD</b>	Consulting Services Project Management-Daily Rate*	\$1,694
<b>OD</b>	Consulting Services System Engineer-Daily Rate*	\$1,694
<b>OD</b>	Consulting Services Solution Architech-Daily Rate*	\$2,033
<b>OD</b>	Consulting Services Internet Protocol Network Accessment-Daily Rate*	\$2,033
<b>OD</b>	Consulting Services IP Network Design and Integration-Daily Rate*	\$2,033
<b>OD</b>	Consulting Services IP Wide Area Network Baekhaul Design and Integration-Daily Rate*	\$2,033
<b>OD</b>	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	\$2,033

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## 2.2 FORM E

Form E is included on the following page.



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FORM E - PUBLISHED OPTIONS		Procurement No.:	RA05-15
Offeror Name:	Motorola Solutions, Inc.		
Notes: (Important)	<p>1) Use a single <b>Form E</b> for ALL Option/Accessory items and quote each on a single, separate line. <b>DO NOT</b> use multiple <b>Form E</b>'s... Add or insert additional lines as necessary.</p> <p>2) Completely describe each item. Include the manufacturer's code or part number. Each item listed <b>MUST</b> have a unique code or part number so that it can be identified in any subsequent contract.</p> <p>3) Options which replace standard equipment on a <b>Form D</b> Item should be priced net of any credit due for the replaced item.</p> <p>4) Options which are upgrades/downgrades of a <b>Form D</b> Item should be priced at the differential amount between the cost of the <b>Form D</b> Item and the upgrade/downgrade option.</p>		
Code or Part No.	Option Description	Offered Price	
OA	<i>Per the RFP Motorola has included an Electronics Catalogue (ECAT disk) on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i>		
	<i>Motorola also offers an extensive on-line program called Motorola On-Line that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i>		
OB	<i>Per the RFP Motorola has included an Electronics Catalogue (ECAT disk) on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i>		
	<i>Motorola also offers an extensive on-line program called Motorola On-Line that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i>		
OC	<i>Per the RFP Motorola has included an Electronics Catalogue (ECAT disk) on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i>		
	<i>Motorola also offers an extensive on-line program called Motorola On-Line that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i>		

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## 2.3 PRICING BREAKOUT (INCLUDING FORM H)

Form H is included on the following page.



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Exhibit B

FORM H - PRODUCT SUMMARY		Invitation No.: RA05-15	
		Offeror Name: Motorola Solutions, Inc.	
A completed copy of this form must be provided with Proposal. On the table below, for each RA05-15 product code priced (Form D), proposer shall provide a short summary detailing the items, equipment and/or services being offered for that specific product code. Proposer shall specify the product code, manufacturer and product category along with the product summary below.			
Product Code (ex. HA)	Manufacturer (ex. Harris Communications)	Product Category (ex. Radio Communication Equipment & Services)	Product Summary (Quick summary of your offering for this proposal)
OA	Motorola	A. Radio Communication Equipment & Services, including Receivers/Pagers; Land Mobile Radios, Base Stations; Communication Control Console Systems; Portable Radios; Trunking Radio Systems; Towers Mobile Data Systems; Wireless Mobility	Mobile and Portable radios Basestations Trunking Systems Dispatch Consoles Mobile Data Systems Mobile Data Subscribers Mobile Computing Devices Broadband Wireless Mesh Infrastructure and Subscribers Video and Biometrics Radio Infrastructure (Towers, Shelters, UPSs and Generators) LTE Equipment/Services Next Gen 911 Equipment/Services Intelligent Led Policing Real Time Video Solutions CAD and Records Management
OB	Motorola	B. Emergency Response Command and Control Equipment & Services	Integrated Command Control Equipment System Integration Services
OC	Motorola	C. Mobile Command Interoperable Communication Equipment & Services	Emergency Trailers System Integration Services Command Vehicles
OD	Motorola	D. Integration of Services	Project Management System Engineering System Technologist Training Advanced Services Video and Network Management

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## 2.3.1 Pricing Breakout

APC DISCOUNTS PER ECAT PRICEBOOK			
001	Portable Radiophone (Portables)	20%	CDM1550
020	CAD Equipment	0%	PremierOne
039	CAD Equipment	5%	Radio IP
068	CAD Equipment	10%	Advanced Messaging
232	CAD Equipment	5%	Advanced Messaging
297	CAD Equipment	5%	Records Management
330	CAD Equipment	5%	PremierOne
333	CAD Equipment	10%	PremierOne
548	CAD Equipment	10%	CAD
702	CAD Equipment	0%	CAD
850	CAD Equipment	0%	CAD
879	CAD Equipment	0%	CAD
981	CAD Equipment	0%	Advanced Data Capture (Scanners)
040	Data Applications	15%	MXV
041	Data Applications	10%	Auto Licence Plate
041	Data Applications	10%	Video Cameras
153	Data Applications	15%	HPD
345	Data Applications	10%	DL Laptops
670	Data Applications	0%	Intelligent Data Portal
766	Data Applications	0%	IDP Services
177	Data Subscriber Devices	15%	MC35/MC50
185	Data Subscriber Devices	0%	Service
736	Data Subscriber Devices	22%	MW810
855	Data Subscriber Devices	10%	Wireless Lan Ports/AP's
006	Dispatch Service	5%	Dispatch Service
768	Dispatch Service	0%	Dispatch Service
118	Dispatch Solutions	10%	NG-911, Intrado
124	Dispatch Solutions	15%	Command Star/MC3000
129	Dispatch Solutions	20%	Gold Series Headsets
147	Dispatch Solutions	10%	MND Products
185	Dispatch Solutions	0%	Service
202	Dispatch Solutions	15%	APX Deskset
207	Dispatch Solutions	10%	Dropship
226	Dispatch Solutions	15%	ISSI
228	Dispatch Solutions	30%	CENTRACOM
229	Dispatch Solutions	13.50%	Logging/ASTRO-Tac
261	Dispatch Solutions	5%	Service/Shop Supplies

Exhibit B

322	Dispatch Solutions	15%	MCC 5500
404	Dispatch Solutions	20%	CENTRACOM
415	Dispatch Solutions	10%	Monitors
443	Dispatch Solutions	20%	MCC Console
454	Dispatch Solutions	15%	Audio Access.
520	Dispatch Solutions	10%	WAVE Technology
524	Dispatch Solutions	10%	MOTOBIDGE
660	Dispatch Solutions	10%	WAVE Technology
706	Dispatch Solutions	20%	MCC Access
708	Dispatch Solutions	17%	Dropship
729	Dispatch Solutions	17%	Gold Series Flashes
740	Dispatch Solutions	15%	MIP5000
892	Dispatch Solutions	10%	WAVE Technology
214	Fixed Data Products	10%	MOSCAD
275	Fixed Data Products	10%	MOSCAD
342	Fixed Data Products	10%	MOSCAD
382	Fixed Data Products	10%	MOSCAD
403	Fixed Data Products	15%	Data Controller/RNC
455	Fixed Data Products	15%	Data Subscriber
469	Fixed Data Products	10%	NFM Products
499	Fixed Data Products	10%	MOSCAD
708	Fixed Data Products	17%	Fire Station Alerting
222	Fixed Network Equipment	15%	PDG Software
329	Fixed Network Equipment	10%	Site Packages
381	Fixed Network Equipment	15%	Enterprise Terminals
207	Fixed Station Accessories	10%	Dropship
273	Fixed Station Accessories	10%	Analog Comparator
277	Fixed Station Accessories	20%	Smart X
457	Fixed Station Accessories	20%	Infrastructure Antennas
515	Fixed Station Accessories	20%	Transmission Line
524	Fixed Station Accessories	15%	ASTRO DIU
525	Fixed Station Accessories	15%	ASTRO Comparator
856	Fixed Station Accessories	10%	Alt Building
207	Fixed Station Antenna Systems	10%	Dropship
005	Fixed Stations	20%	PR860
112	Fixed Stations	18%	G-Series Products
225	Fixed Stations	10%	QUANTAR/QUANTRO
281	Fixed Stations	18.50%	Zone Manager
301	Fixed Stations	20%	QUANTAR ASTRO Trunking
360	Fixed Stations	21.50%	QUANTAR Receiver



Exhibit B

377	Fixed Stations	17%	Trunked Central Cont.
417	Fixed Stations	10%	Misc. Site Equipment
424	Fixed Stations	15%	Master Site/ASTRO
425	Fixed Stations	15%	Small Systems
448	Fixed Stations	20%	QUANTAR/QUANTRO
474	Fixed Stations	23%	MTR
509	Fixed Stations	21.50%	ASTRO QUANTAR
512	Fixed Stations	23%	MTR3000
537	Fixed Stations	21.50%	SZ Intellirepeater
590	Fixed Stations	21.50%	QUANTAR Receiver
595	Fixed Stations	18%	STR3000
643	Fixed Stations	15%	DIU
675	Fixed Stations	20%	SZ Intellirepeater
680	Fixed Stations	21.50%	Data Base Station
744	Fixed Stations	20%	Misc Parts
811	Fixed Stations	5%	Encryption
881	Fixed Stations	15%	Powerline LV
015	Fixed Wireless Broadband	20%	Special Applications
075	Fixed Wireless Broadband	0%	MESH
224	Fixed Wireless Broadband	15%	Point to Point
800	Fixed Wireless Broadband	0%	MESH
832	Fixed Wireless Broadband	10%	Wireless LAN/Symbol
882	Fixed Wireless Broadband	15%	Broadband Services
904	Fixed Wireless Broadband	15%	Canopy
906	Fixed Wireless Broadband	15%	Canopy Service
910	Fixed Wireless Broadband	15%	PTP Service
947	Fixed Wireless Broadband	15%	Broadband Peripherals
901	Lifecycle Services	0%	Migration Assurance Program
902	Lifecycle Services	0%	SMA
903	Lifecycle Services	0%	SUA, SUA II
904	Lifecycle Services	0%	SUS
905	Lifecycle Services	0%	SA
051	LTE	10%	Site
052	LTE	10%	BTE
053	LTE	10%	MME, SGW, PGW
054	LTE	10%	HSS/PCRF
055	LTE	10%	Core
056	LTE	10%	Device Manager
057	LTE	10%	Vehicular Modem
058	LTE	5%	Dongle

Exhibit B

059	LTE	10%	Applications
061	LTE	10%	Applications
063	LTE	10%	PSIG
065	LTE	10%	PDA Handheld
066	LTE	10%	Dropship
375	LTE	0%	LTE
708	LTE	17%	Battery Backup
984	LTE	0%	LOCAL TECHNICAL SUPPORT
985	LTE	0%	CSI MATERIAL
989	LTE	0%	NETWORK AIRTIME
823	Maintenance	0%	SMA
983	Maintenance	0%	CAD
554	Mobile Accessories	15%	Mobile Antennas
644	Mobile Accessories	15%	Misc. Accessories
879	Mobile Applications Software	10%	CAD
033	Mobile Stations	10%	MOTOTRBO
103	Mobile Stations	26.50%	CDM750
109	Mobile Stations	26.50%	CDM1250
159	Mobile Stations	20%	GM300
189	Mobile Stations	15%	Mobile Accessories
276	Mobile Stations	25%	XTL 5000
287	Mobile Stations	10%	PAC-RT, VRS750
374	Mobile Stations	15%	ASTRO Consolette
426	Mobile Stations	25%	APX
471	Mobile Stations	25%	APX
484	Mobile Stations	10%	MOTOTRBO
500	Mobile Stations	25%	XTL 5000
514	Mobile Stations	25%	XTL 2500
518	Mobile Stations	25%	XTL 2500
527	Mobile Stations	25%	APX
571	Mobile Stations	15%	DVR
585	Mobile Stations	25%	XTL 5000
652	Mobile Stations	25%	APX
655	Mobile Stations	25%	APX
656	Mobile Stations	25%	APX
761	Mobile Stations	25%	APX
775	Mobile Stations	16.50%	XTL 1500
776	Mobile Stations	20%	Maratrac
792	Mobile Stations	20%	CDM1550
869	Mobile Stations	20%	M1225



Exhibit B

922	Mobile Stations	20%	CM200/CM300
422	MOTOTRBO	10%	Infrastructure
475	MOTOTRBO	10%	Applications
516	MOTOTRBO	10%	Applications
557	MOTOTRBO	10%	Controller
563	MOTOTRBO	10%	Controller
777	MOTOTRBO	10%	Portables
131	Network Products	10%	Microwave Radio
147	Network Products	10%	MND Products
207	Network Products	10%	Dropship
232	Network Products	10%	Unified Network Svc.
708	Network Products	17%	Network Security
136	Pagers/Receiver	15%	Minitor Products
169	Pagers/Receiver	20%	Advisor II
452	Pagers/Receiver	15%	Pagers
361	Paging/Receivers	15.00%	Paging
839	Paging/Receivers	15%	Encoders
940	Paging/Receivers	15%	Minitor Parts
941	Paging/Receivers	15%	Infrastructure
004	Portable Radiophone (Portables)	20%	EX500/EX600
008	Portable Radiophone (Portables)	20%	HT1250
018	Portable Radiophone (Portables)	0%	CP100/CP150/CP200
019	Portable Radiophone (Portables)	0%	PM/CM Radios
027	Portable Radiophone (Portables)	0%	ALPHA L
037	Portable Radiophone (Portables)	10%	MOTOTRBO
087	Portable Radiophone (Portables)	10%	MOTOTRBO
158	Portable Radiophone (Portables)	20%	CP110
185	Portable Radiophone (Portables)	0%	Software
187	Portable Radiophone (Portables)	15%	Portable Accessories
205	Portable Radiophone (Portables)	25%	XTS 2500
271	Portable Radiophone (Portables)	25%	Portable Accessories
291	Portable Radiophone (Portables)	25%	APX Accessories
320	Portable Radiophone (Portables)	25%	XTS 5000
332	Portable Radiophone (Portables)	20%	FLASHport Software
362	Portable Radiophone (Portables)	20%	Parts
372	Portable Radiophone (Portables)	20%	XTS Accessories
402	Portable Radiophone (Portables)	20%	GP900 Accessories
407	Portable Radiophone (Portables)	25%	XTS 2500
414	Portable Radiophone (Portables)	20%	Accessories
426	Portable Radiophone (Portables)	25%	APX



Exhibit B

430	Portable Radiophone (Portables)	20%	FLASHport Software
442	Portable Radiophone (Portables)	20%	PR400
453	Portable Radiophone (Portables)	20%	XTS Accessories
456	Portable Radiophone (Portables)	20%	RPG
458	Portable Radiophone (Portables)	20%	APX Accessories
470	Portable Radiophone (Portables)	25%	APX 7000
476	Portable Radiophone (Portables)	20%	XTS Accessories
481	Portable Radiophone (Portables)	25%	APX
483	Portable Radiophone (Portables)	25%	PM1500
505	Portable Radiophone (Portables)	20%	Accessories
527	Portable Radiophone (Portables)	25%	APX
536	Portable Radiophone (Portables)	25%	APX
567	Portable Radiophone (Portables)	25%	APX
570	Portable Radiophone (Portables)	10%	PDR3500 Portable Repeater
577	Portable Radiophone (Portables)	20%	Passport
619	Portable Radiophone (Portables)	15%	Digital Accessories
626	Portable Radiophone (Portables)	20%	PR1500
654	Portable Radiophone (Portables)	0%	XTS 4000
655	Portable Radiophone (Portables)	25%	APX
656	Portable Radiophone (Portables)	25%	APX
672	Portable Radiophone (Portables)	33.50%	HT750
687	Portable Radiophone (Portables)	20%	XTS/MT 1500
721	Portable Radiophone (Portables)	25%	XTS 5000
726	Portable Radiophone (Portables)	25%	XTL 1500 u/v
742	Portable Radiophone (Portables)	25%	APX Accessories
749	Portable Radiophone (Portables)	33.50%	HT1250
755	Portable Radiophone (Portables)	25.00%	APX 6000 Basic
756	Portable Radiophone (Portables)	25.00%	APX 6000XE
785	Portable Radiophone (Portables)	25%	Accessories
795	Portable Radiophone (Portables)	25%	APX Accessories
798	Portable Radiophone (Portables)	25%	APX Accessories
837	Portable Radiophone (Portables)	25%	APX
841	Portable Radiophone (Portables)	33.50%	HT1550 XLS
883	Portable Radiophone (Portables)	15%	Talkabouts
977	Portable Radiophone (Portables)	10%	MOTOTRBO
390	Professional Services	0%	Performance Management Reports
659	Professional Services	0%	NG-911
659	Professional Services	0%	Security, IP Networking
670	Professional Services	0%	SI
842	Professional Services	0%	311 Software



Exhibit B

509	Receivers	21.50%	ASTRO QUANTAR
512	Receivers	23%	Receiver Options
743	Receivers	15%	ASTRO Receiver
608	Records Management Software	10%	PSA
279	Records Management Software	0%	CAD
137	Secure Solutions	5%	Key Management
201	Secure Solutions	10%	KVL II
229	Secure Solutions	14%	Logging/ASTRO-Tac
462	Secure Solutions	10%	KVL3000
524	Secure Solutions	15%	ASTRO DIU
525	Secure Solutions	15%	ASTRO Comparator
519	Security	0%	Network Security Monitoring
519	Security	0%	Security Update
561	Service/Maintenance	0%	Network Monitoring
769	Service/Maintenance	0%	Network Preventive Maintenance & Onsite Infrastructure Response
769	Service/Maintenance	0%	SUAll
772	Service/Maintenance	0%	Technical Support
929	Service/Maintenance	0%	Services
293	Service/Maintenance	0%	Services/Training
195	Software Upgrades/FLASHport	0%	Infrastructure Software
371	Software Upgrades/FLASHport	0%	Radio Subscription Soft.
430	Software Upgrades/FLASHport	20%	FLASHport Software
262	Test Equipment	20%	Service/Shop Supplies
854	Test Equipment	0%	Test Equipment/Shop
293	Training-Professional Services	0%	Training/Services
039	Trunking Products and Systems	5%	Wireless Valley Soft.
85	Trunking Products and Systems	15%	Fixed Data
112	Trunking Products and Systems	18%	G-Series Products
115	Trunking Products and Systems	10%	Commport
277	Trunking Products and Systems	20%	SMARTNET Controller
280	Trunking Products and Systems	18.50%	Zone Controller Man
281	Trunking Products and Systems	18.50%	Zone Manager Interface
377	Trunking Products and Systems	17%	Central Controller
495	Trunking Products and Systems	15%	PDG Hardware
593	Trunking Products and Systems	23%	MTR2000 Trunking
708	Trunking Products and Systems	17%	Dropship
877	Trunking Products and Systems	18.50%	Zone Manager Software
002	Video Solutions	10%	RTVI
080	Video Solutions	10%	RTCC

Exhibit B

488	Video Solutions	10%	Fixed Video
964	Warranty	0%	Additional Warranty
606	Wireless Mobility	15%	Canopy
332	Wireless Mobility	10%	Wireless LAN
907	Wireless Mobility	15%	Unlicensed
908	Wireless Mobility	15%	Licensed



## 2.4 EQUIPMENT CD

The Equipment CD is included below.

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PROPOSAL TO  
HOUSTON-GALVESTON AREA COUNCIL

# SECTION 3

RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABILITY EQUIPMENT

FEBRUARY 14, 2015

## INVITATION NO.: RA05-15



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# SECTION 3

The Documents listed below are included in the following subsections:

- Brochures
- Standard Warranty



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## 3.1 BROCHURES

Brochures are included on the following pages.

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