

**COUNTY OF MARIN  
RADIO COMMUNICATIONS SYSTEM**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the County of Marin, hereinafter referred to as "COUNTY" and Motorola Solutions, Inc., hereinafter referred to as "CONTRACTOR."

**RECITALS:**

WHEREAS, the Marin Emergency Radio Authority (MERA) is a joint exercise of powers agency organized under California Government Code Sections 6500, et seq. comprised of many of the governmental agencies in Marin County, including the COUNTY, for the purpose of constructing and operating a countywide public safety and emergency land mobile radio (LMR) system in the County; and

WHEREAS, pursuant to an agreement between MERA and COUNTY, the COUNTY provides technical, operations administration and engineering services in connection with operation of MERA's public safety and emergency radio system; and

WHEREAS, MERA and COUNTY desire to replace the existing radio communications system with a new system referred to herein as the MERA System; and

WHEREAS, MERA and COUNTY have selected the CONTRACTOR's proposal in response to that certain request for proposals for the MERA system entitled "Marin County on behalf of Marin Emergency Radio Authority Request for Proposals, Radio Communications System," and dated as of May 6, 2016, as supplemented from time to time (the "RFP"); and

WHEREAS, CONTRACTOR warrants that it is qualified and competent to render the services requested by the RFP and that the proposal from CONTRACTOR includes all equipment, software and services necessary for the MERA System to perform as specified in the RFP; and

NOW, THEREFORE, for and in consideration of the contract made, and the payments to be made by COUNTY on MERA's behalf, the parties agree to the following:

**1. SCOPE OF WORK; DEFINITIONS:**

A. CONTRACTOR agrees to provide all of the services, equipment, and software (the "Work") according to the schedule for performance as such Work and

schedule for performance is described in Scope of Work attached hereto as Exhibit A and by this reference made a part hereof. In the event of any inconsistent or conflicting provision within this Agreement, the provision in any part of this Agreement, excluding Exhibit A, shall prevail over Exhibit A.

B. Capitalized terms used and not otherwise defined in this Agreement shall have the meanings ascribed to them below.

i. "Backhaul" means the microwave system specified in the Scope of Work.

ii. "Beneficial Use" means when MERA first uses the System for its primary operational purposes (excluding authorized training or testing), which shall be presumed to be the case once 90% of Subscriber Equipment is operational on the new system

iii. "Change Order" means a written change to the Work, Key Personnel or schedule for performance of the Work signed by both the COUNTY and the CONTRACTOR pursuant to Section 11 of this Agreement.

iv. "Contractor IP" means all CONTRACTOR software, equipment, intellectual property materials and any other materials which the CONTRACTOR owns or controls, patents, copyrights or other intellectual property rights that are created or provided by the CONTRACTOR for use in the MERA System except for Third Party IP and County IP.

v. "County IP" means all design documents and testing plan documents and results, provided under the Scope of Work, any data generated by the CONTRACTOR specifically for the MERA System or generated and stored in the MERA System (i.e., talk group IDs, user history, historic information, system reports and configuration settings), and any summaries, manipulations, extractions, representations or other reports of the foregoing created by the CONTRACTOR, its subcontractors, the COUNTY or MERA, including all copyrights, trade secret rights, and other proprietary rights, title, and interest to the forgoing.

vi. "COUNTY's Project Manager" means the County Director of Public Works or the designee of the County Director of Public Works.

vii. "Designated Products" means products provided by CONTRACTOR to COUNTY or MERA which or for which the Contractor IP is licensed for use.

viii. "Equipment" means the equipment that COUNTY purchases from CONTRACTOR under this Agreement. Equipment that is part of the System is described in the equipment list included in the Scope of Work.

ix. "Final Project Acceptance" means the date on which all deliverables and other Work have been completed by CONTRACTOR and tests for the

acceptance of the MERA System, as described in the Scope of Work, have been completed to the satisfaction of the COUNTY.

x. "Key Personnel" means those employees of the CONTRACTOR or its subcontractors, as specified in the Scope of Work.

xi. "LMR" means land mobile radio system specified in the Scope of Work.

xii. "MERA System" and "System" both mean the system described in the Scope of Work.

xiii. "Parties" mean COUNTY and CONTRACTOR.

xiv. "Open Source Software" means software with freely obtainable source code, license for modification or permission for free distribution.

xv. "Scope of Work" means Exhibit A to this Agreement.

xvi. "Security Vulnerabilities" means flaws or weaknesses in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

xvii. "Software" means the programs, applications and systems in object code, and related licenses and sublicense that are provided as part of the MERA System and any updates or upgrades thereto to the extent purchased by the COUNTY.

xviii. "SUA II" means the system upgrade agreement for updates and upgrades to the MERA System as specified in the Scope of Work.

xix. "System Acceptance" means the event described in Section 43 from which certain timelines run.

xx. "Subscriber Equipment" means all mobile radio equipment and portable radio equipment specified in the Scope of Work.

xxi. "Third Party IP" means intellectual property that is provided by the CONTRACTOR for use in the MERA System, but which intellectual property is not owned by the CONTRACTOR or the COUNTY.

xxii. "Warranty Period" means the period of time commencing on the earlier of Beneficial Use or the date of Final Project Acceptance and ending on the date that is three years later. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment or Software in accordance with the project schedule in the Scope of Work by events or causes within COUNTY's control, this warranty expires forty-two (42) months after the shipment of the Equipment or Software.

## **2. FURNISHED SERVICES:**

The COUNTY agrees to:

A. Guarantee access to and make provisions for the CONTRACTOR to enter upon public and private lands as required to perform their work.

B. Ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Scope of Work states to the contrary, COUNTY will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power, distribution equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, CONTRACTOR may inspect the work site and advise COUNTY of any apparent deficiencies or non-conformities with the requirements of this Section. CONTRACTOR recognizes that there will be limited physical space in the work sites during the transition period. If the COUNTY determines that the sites identified in the Scope of Work are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Scope of Work, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

C. Make available all pertinent data and records for review.

D. Provide general bid and CONTRACT forms and special provisions format when needed.

## **3. FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Agreement shall be a firm fixed price as set forth in Exhibit B, which is attached hereto. Adjustments to the price made by Change Order based upon changes to the Scope of Work or otherwise will be based on the rate schedule in Exhibit B. Said fees shall remain in effect until three years after Full System Acceptance with the exception of warranty and post-warranty services which will remain in effect for the entire term of this Agreement except to the extent specified otherwise in this Agreement. CONTRACTOR will submit invoices to COUNTY according to the payment schedule included in the Scope of Work. COUNTY will make payments to CONTRACTOR within thirty (30) days after the date of each invoice. COUNTY will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear

simple interest at the rate of 7%. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

CONTRACTOR will pre-pay and add all freight charges to the invoices.

Title to the Equipment will pass to COUNTY upon shipment. Title to Software will not pass to COUNTY at any time. Risk of loss will pass to COUNTY upon delivery of the Equipment in good working condition to the COUNTY. CONTRACTOR will pack and ship all Equipment in accordance with good commercial practices.

**4. MAXIMUM COST TO COUNTY:**

In no event will the cost to COUNTY for the services to be provided herein exceed the maximum sum of \$34,337,451.06 including direct non-salary expenses. As set forth in Section 26 of this Agreement, should the funding source for this Agreement be reduced, CONTRACTOR agrees that this maximum cost to COUNTY may be amended by written notice from COUNTY to reflect that reduction, subject to an equal change to the Scope of Work.

**5. TIME OF CONTRACT:**

This Agreement shall commence on the Effective Date, and shall terminate on the later of the date of the Final Project Acceptance or expiration of the SUA II, unless terminated on an earlier date in accordance with this Agreement. Certificate(s) evidencing the insurance required by Section 6 of this Agreement must be current on the day this Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to CONTRACTOR.

**6. INSURANCE:**

A. Commercial General Liability - The CONTRACTOR shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The COUNTY and MERA shall be included as additional insured on the commercial general liability policy.

B. Commercial Automobile Liability - Where the services to be provided under this Agreement involve or require the use of any type of vehicle by CONTRACTOR, CONTRACTOR shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000 combined single limit.

C. Workers' Compensation - The CONTRACTOR acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If CONTRACTOR has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to COUNTY prior to commencement of work.

D. Errors and Omissions, Professional Liability or Malpractice - CONTRACTOR shall carry errors and omissions, professional liability or malpractice insurance.

E. All policies shall remain in force through the life of this Agreement and shall be payable on a "per occurrence" except for the Professional Liability, which may be on a "claims made" basis. The insurer or its authorized agent shall supply COUNTY adequate proof of insurance or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Agreement be cancelled, reduced, terminated, or non-renewed, it is the CONTRACTOR's duty to notify the COUNTY immediately upon receipt of the notice of cancellation or non-renewal.

F. If CONTRACTOR does not carry a required insurance coverage or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, Exhibit C, attached hereto.

G. Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of this Agreement. In addition to any other available remedies, COUNTY may suspend payment to the CONTRACTOR for any services provided during any time that insurance was not in effect and until such time as the CONTRACTOR provides adequate evidence that CONTRACTOR has obtained the required coverage.

**7. ANTI-DISCRIMINATION AND ANTI-HARASSMENT:**

CONTRACTOR and any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the COUNTY based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. CONTRACTOR and any subcontractor understands and agrees that CONTRACTOR and any subcontractor is bound by and will comply with the anti-discrimination and anti-harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

**8. SUBCONTRACTING:**

A. Each portion of the Work shall be performed by an organization experienced to do work in that particular field and no portion of the Work shall be reserved by the CONTRACTOR to perform unless the CONTRACTOR is equipped and experienced to handle it properly. CONTRACTOR shall include a complete list of subcontractors proposed for the Work.

B. No portion of contracts or subcontracts shall be assigned, transferred or sublet without the consent of the COUNTY, which will not be unreasonably delayed or withheld.

C. If the CONTRACTOR fails to specify a subcontractor for any portion of the Work, it shall be deemed to have agreed to perform such portion itself. CONTRACTOR shall not be permitted to subcontract that portion of the Work except in cases of public emergency or necessity and then only after the finding of the awarding authority has been publicly recorded.

D. If CONTRACTOR hires a subcontractor under this Agreement, CONTRACTOR shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of CONTRACTOR under this Agreement and shall require subcontractor to name CONTRACTOR, COUNTY and MERA as additional insureds under this Agreement, provided however that if the subcontractor is not providing services that would be covered by a professional liability policy, a professional liability policy for the subcontractor will not be required. It shall be CONTRACTOR's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the COUNTY evidence of same.

**9. CONTRACTOR PERSONNEL:**

A. If the CONTRACTOR desires to make changes to Key Personnel, including any reduction or increase in the level of effort or change in role applied to the Work, the CONTRACTOR shall make such request pursuant to the process specified in Section 11 of this Agreement for Change Orders. In no event shall replacement of Key Personnel take effect without a Change Order.

B. Key Personnel shall be removed from the Work by the CONTRACTOR at the reasonable written request of the COUNTY. Such individual shall not be re-employed for any Work without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed or based upon an illegal basis. If the CONTRACTOR or the subcontractor fails to remove such individual or individuals or fails to obtain the consent of the COUNTY to a replacement as provided, then the COUNTY may suspend the affected portion of the Work by delivery of written notice of such suspension to the CONTRACTOR. Such suspension shall in no way relieve the CONTRACTOR of any obligation contained in the Scope of Work or entitle the CONTRACTOR to an extension of time, additional payment or Change Order. Once compliance is achieved, the CONTRACTOR shall be entitled to and shall promptly resume the Work.

C. CONTRACTOR shall not engage any current or former employee of the COUNTY or MERA, whose employment does or did include any work on the MERA System, to assist CONTRACTOR or any subcontractor directly or indirectly with performing any Work.

**10. ASSIGNMENT:**

The CONTRACTOR shall have no right, authority or power to sell, mortgage, or assign the resulting purchase order, or any interest herein, nor any right, power of authority to allow, or permit any other person or persons or organizations to have any interest in or

use any part of the rights or obligations granted there under for any purpose whatsoever without the prior written consent of the COUNTY. Neither the purchase order, nor any interest created thereby, shall pass by operation of law to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or any claim there under to any other party or parties, except as expressly authorized by the COUNTY.

## **11. CHANGE ORDERS**

A. Any change to the Work, the schedule for performance of the Work, or the Key Personnel specified in the Scope of Work must be made pursuant to a Change Order.

B. The COUNTY may at any time request the CONTRACTOR to agree to a Change Order. The COUNTY shall not assume responsibility for any delay, interruption or damages caused by or arising from the actions of the CONTRACTOR or any of its employees, agents, officers or subcontractors and the CONTRACTOR agrees that it is solely responsible, at its own expense for providing the Work according to the project schedule as specified in the Scope of Work and subject to responsibilities set forth in the Scope of Work.

C. The CONTRACTOR may request a change in the Work, schedule for the Work or Key Personnel specified in the Scope of Work. Such request must include a detailed statement of the reason for the request, along with any evidence of the factual basis supporting the request. The CONTRACTOR request must include a statement under oath by the CONTRACTOR Project Manager identified in Exhibit A that the request contains a true and complete statement of the factual basis for the request. The COUNTY may approve the request by making a Change Order. If the COUNTY does not provide a Change Order within 30 days after the date of receipt of the request, the request is deemed denied at which time CONTRACTOR may exercise the Dispute provisions pursuant to Section 30 of this Agreement. The COUNTY may extend in writing the time for approving the request.

No order, statement or conduct, written or oral, shall be treated as a Change Order unless in writing and signed by both the COUNTY and the CONTRACTOR.

## **12. INTELLECTUAL PROPERTY**

A. This Section 12 is intended to address the Intellectual Property ("IP") that is used, provided, discovered or created in the course of the CONTRACTOR's performance of the Work. Said Intellectual Property is categorized as:

- i. Contractor Intellectual Property ("Contractor IP");
- ii. Third Party Intellectual Property ("Third Party IP"); and
- iii. County Intellectual Property ("County IP").



B. Any license or other fees related to Contractor IP and its IP Materials and Third Party IP and its IP Materials shall be included in the COUNTY's one-time payment for the Work, as such payment is provided in Exhibit B, and COUNTY shall not be charged on an annual or other periodic basis. To the extent any Contractor IP and Third Party IP is licensed subject to a restriction on the number of users or concurrent users, the CONTRACTOR is responsible for providing, at no additional cost, sufficient quantities of such licenses to meet the requirements of the Scope of Work including no less than the items and quantities specified in the Scope of Work.

C. To the extent requested by the COUNTY, the CONTRACTOR shall work with the COUNTY to perfect the rights of the COUNTY and MERA in County IP and will protect the license rights of the COUNTY and MERA in Contractor IP and its IP Materials and Third Party IP and its IP Materials provided under this Agreement.

D. All rights and licenses granted to the COUNTY and MERA under this Agreement are, and shall be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code (the "Code"), licenses to rights to "intellectual property" as defined under the Code. The Parties agree that the COUNTY and MERA, as licensees of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Code. The Parties further agree that, in the event of the commencement of bankruptcy proceedings by or against the CONTRACTOR under the Code, the COUNTY and MERA shall be entitled to retain all of its licenses and rights under this Agreement.

E. CONTRACTOR, the third party manufacturer of any equipment, and the copyright owner of any third party software shall retain all of their respective intellectual property rights in the equipment and software, and nothing in this Agreement is intended to restrict their proprietary rights and or grant, either directly or by implication, estoppel, or otherwise, any ownership right, title or interest in their respective intellectual property.

F. The CONTRACTOR hereby grants to the COUNTY and MERA, and each one's respective successors, assigns, officials, employees, contractors and agents a personal, nonexclusive, worldwide, non-transferrable, paid-up and royalty-free license to use the CONTRACTOR Software and materials for the CONTRACTOR Software in object code form for the purposes of using, operating, configuring, and maintaining the MERA System. Any other use of the CONTRACTOR Software is strictly prohibited. Without limiting the general nature of these restrictions, the COUNTY shall not make the CONTRACTOR Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

G. The COUNTY will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the CONTRACTOR Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt,

create derivative works of, or merge the Contractor IP; (iii) copy, reproduce, distribute, lend, or lease the CONTRACTOR Software to any third party, grant any sublicense or other rights in the CONTRACTOR Software to any third party, or take any action that would cause the CONTRACTOR Software to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of CONTRACTOR's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the CONTRACTOR Software available to, or permit the use of the CONTRACTOR Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the CONTRACTOR Software in a manner that would result in the production of a copy of the CONTRACTOR Software solely by activating a machine containing the CONTRACTOR Software. COUNTY may make one copy of CONTRACTOR Software to be used solely for archival, back-up, or disaster recovery purposes; provided that COUNTY may not operate that copy of the CONTRACTOR Software at the same time as the original CONTRACTOR Software is being operated.

H. Unless otherwise authorized by CONTRACTOR in writing, COUNTY will not, and will not enable or allow any third party to: (i) install a licensed copy of the CONTRACTOR Software on more than one unit of a Designated Product; or (ii) copy onto or transfer CONTRACTOR Software installed in one unit of a Designated Product onto one other device. COUNTY may temporarily transfer CONTRACTOR Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if COUNTY provides written notice to CONTRACTOR of the temporary transfer and identifies the device on which the CONTRACTOR Software is transferred. Temporary transfer of the CONTRACTOR Software to another device must be discontinued when the original Designated Product is returned to operation and the CONTRACTOR Software must be removed from the other device. COUNTY must provide prompt written notice to CONTRACTOR at the time temporary transfer is discontinued.

I. When using CONTRACTOR's Radio Service Software ("RSS"), COUNTY must purchase a separate license for each location at which COUNTY and MERA uses RSS. Use of RSS at a licensed location does not entitle COUNTY or MERA to use or access RSS remotely. COUNTY may make one copy of RSS for each licensed location. COUNTY shall provide CONTRACTOR with a list of all locations at which COUNTY or MERA uses or intends to use RSS upon CONTRACTOR's request.

J. COUNTY will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. CONTRACTOR or an independent third party ("Auditor") may inspect COUNTY's premises, books and records, upon reasonable prior notice to COUNTY, during COUNTY's normal business hours and subject to COUNTY's facility and security regulations. CONTRACTOR is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by CONTRACTOR and the Auditor will be kept in strict confidence by CONTRACTOR

and the Auditor and used solely for the purpose of verifying COUNTY's compliance with the terms of this Agreement.

K. CONTRACTOR, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and its documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and its documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or its documentation, whether made by CONTRACTOR or another party, or any improvements that result from CONTRACTOR's processes or, provision of information services). No rights are granted to COUNTY under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to COUNTY in this Agreement. All intellectual property developed, originated, or prepared by CONTRACTOR in connection with providing the Software, Designated Products, or their documentation remains vested exclusively in CONTRACTOR, and COUNTY will not have any shared development or other intellectual property rights.

L. The CONTRACTOR shall not use any Open Source Software unless the COUNTY has agreed in writing in advance of installation to accept the terms or conditions under which the Open Source Software is licensed. Any Open Source Software identified in this Agreement and updates or upgrades thereto will be deemed approved and COUNTY agrees to not unreasonably withhold approval of any other Open Source Software. The terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner.

M. COUNTY's right to use the Software and its documentation will begin when this Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and its documentation have been provided by CONTRACTOR, unless COUNTY breaches this Agreement, in which case this Agreement and COUNTY's right to use the Software and its documentation may be terminated immediately upon notice by CONTRACTOR.

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

O. COUNTY acknowledges that the Software is subject to the laws and regulations of the United States and COUNTY will comply with all applicable laws and regulations, including export laws and regulations of the United States. COUNTY will not, without the prior authorization of CONTRACTOR and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any

person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

P. To the extent they relate to Software, the subsections of this Section 12 are governed by the laws of the United States to the extent that they apply and otherwise by the laws of the California. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. If the Uniform Computer Information Transaction Act, any version of it, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

Q. At no added cost to the COUNTY or to MERA, the CONTRACTOR shall provide, or arrange for, all necessary licensing of all Third Party Software under the Work provided pursuant to the Scope of Work. Support and maintenance of all Third Party Software shall be provided as set forth in the Scope of Work.

R. CONTRACTOR irrevocably and exclusively assigns to and vests in the COUNTY and MERA and their successors and assigns any and all right, title and interest in the County IP. Such ownership of County IP shall be identified on each in a manner approved by the COUNTY. The CONTRACTOR shall ensure that the substance of the obligations regarding the County IP is included in each subcontract for the Work under this Agreement.

S. To the extent it may be deemed by operation of law at any time that the COUNTY and MERA are not the exclusive owners of all possible rights in and to any County IP or that CONTRACTOR or its subcontractors retain any rights to the same other than those provided in this Agreement, CONTRACTOR hereby irrevocably grants to the COUNTY and MERA and their successors and assigns the perpetual, exclusive, unrestricted, worldwide, transferrable, paid-up and royalty-free rights, as broad as the rights of the owner, to use, copy, maintain, store on MERA System equipment and other media now known or hereafter developed, reproduce, maintain, modify, distribute, reconfigure, update, and upgrade and create derivative works from the County IP.

T. To the extent it may be deemed that any assignment or grant of rights for County IP cannot be made until after the relevant County IP comes into existence, the CONTRACTOR's acceptance of any payment under this Agreement shall constitute such an assignment or grant with respect to all such complete or incomplete County IP that exists as of the date such payment is accepted. CONTRACTOR agrees to execute at any time such documents as may be requested by the COUNTY to evidence or perfect such assignment or the COUNTY's or MERA's proprietary and intellectual property rights as stated in this Section 12, but the COUNTY's failure to request the execution of such

documentation shall not affect the existence of the COUNTY's or MERA's rights as stated herein.

U. COUNTY shall not transfer the Contractor IP to any third party without CONTRACTOR's prior written consent. CONTRACTOR's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are CONTRACTOR's radio products and COUNTY transfers ownership of such radio products to a third party, COUNTY may assign its right to use the Contractor IP (other than RSS and CONTRACTOR's FLASHport® software) which is embedded in or furnished for use with the radio products and the related documentation; provided that COUNTY transfers all copies of the Contractor IP to the transferee, and COUNTY and the transferee sign a transfer form to be provided by CONTRACTOR upon request, obligating the transferee to be bound by this Agreement.

V. Continued Ability to Support and Maintain Software

i. The Parties intend that the COUNTY shall be able to continue supporting and maintaining the MERA System, including Contractor IP, whether or not the CONTRACTOR is able and willing to provide such services.

ii. In the event that (1) the CONTRACTOR or its successors or assigns ceases to provide software update and upgrade services in accordance with the Scope of Work or the SUA II, and (2) COUNTY is, and remains, in use of the Contractor IP and not in breach of this Agreement, and (3) COUNTY maintains the Contractor IP by accepting all core releases provided under the SUA II, then at COUNTY's request, CONTRACTOR shall, at its sole discretion and election: (i) continue support for such item of Contractor IP under separate terms and conditions with pricing consistent with the SUA II; or (ii) arrange for support by an entity that has access to the source code for such item of Contractor IP; or (iii) grant COUNTY a license, under separate terms and conditions, to use CONTRACTOR-owned source code corresponding to the item of Contractor IP for COUNTY's internal use by COUNTY's employees, agents, consultants, and independent contractors ("County personnel"), solely for purposes of trouble analysis; namely, isolating, diagnosing, and fixing problems in the Contractor IP, provided that prior to receiving access to such source code, County personnel will enter into a confidentiality agreement in form and substance reasonably satisfactory to CONTRACTOR.

W. Contractor's Non-Disclosure Obligation

i. "MERA System Information" means any and all records, data, databases, software code and documentation, diagrams, manuals, designs, drawings, emails and attachments, pst files, pdf files, Word files, Excel files, photographs and other information, whether in oral, electronic, paper, written, graphic, or any form or media whatsoever, that relates directly to and is unique to the MERA System, whether provided by the CONTRACTOR or provided to the CONTRACTOR by the COUNTY, or

any other entity or person. By way of emphasis and not limitation, MERA System Information includes information about the System Key, talk groups, sites, frequencies, functions, features, security keys, templates, encryption and programming information related to the Subscriber Equipment and any other information that in whole or in part could enable unauthorized person or entities to gain access to the MERA System or program radios that could operate on the MERA System.

ii. CONTRACTOR shall use the MERA System Information only for the purpose of performing the Work and shall only make MERA System Information available to persons with a reasonable need-to-know, and only to the extent necessary, for said purpose. CONTRACTOR shall not access, review, use, copy, disclose, disseminate or distribute any MERA System Information for any other purpose without the prior written consent of the COUNTY.

iii. CONTRACTOR shall use the same degree of care it would use for its own confidential information, but no less than a reasonable degree of care, to protect any MERA System Information from any unauthorized access, review, use, disclosure, copying, dissemination or distribution.

iv. Without limiting the foregoing, the CONTRACTOR specifically shall:

- a) Ensure consistent with the requirements in the Scope of Work that proper and secure storage is provided for any MERA System Information and take all reasonable and necessary steps to maintain the confidentiality of any MERA System Information;
- b) Make copies or excerpts of the MERA System Information only as reasonably required for the limited purpose authorized under this Agreement;
- c) Not deliver, distribute, display, demonstrate or otherwise make available the MERA System Information to any person(s) except as allowed with the prior written consent of the COUNTY;
- d) Not remove or obliterate markings (if any) on MERA System Information indicating its proprietary or confidential nature;
- e) Take all reasonable steps consistent with the Scope of Work to prevent unauthorized use or disclosure of MERA System Information and to regain possession of MERA System Information if unauthorized use or disclosure is discovered;
- f) Immediately notify the COUNTY if the CONTRACTOR becomes aware of any loss or unauthorized use, access, copying or disclosure of any of the MERA System Information;

- g) Require that all individuals to whom MERA System Information is made available, including employees of the CONTRACTOR or any Subcontractor, be bound under their employment arrangements to fulfill confidential obligations of their employer.;
- h) Comply with any additional requirements that may pertain to certain records or information provided to the COUNTY by its other contractors; and
- i) Use strong individual passwords (not group passwords) and comply with all requirements for accessing, retrieving from and writing to the COUNTY's systems and networks.

v. CONTRACTOR shall be responsible for any violations of this Section 12 or a nondisclosure agreement executed by its employees, its subcontractors of every tier, and the employees of any subcontractor of any tier. Without limiting the foregoing, CONTRACTOR shall be responsible for all costs of restoring the security of the MERA System and MERA System Information caused by a violation of this Section 12 or a nondisclosure agreement executed by its employees, its subcontractors of every tier, and the employees of any subcontractor of any tier.

### **13. SOFTWARE WARRANTIES**

A. CONTRACTOR warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, 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 by CONTRACTOR solely with reference to the Documentation. CONTRACTOR does not warrant that use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet the County's particular requirements. CONTRACTOR makes no representations or warranties with respect to any third party software included in the Software.

B. The CONTRACTOR represents and warrants that all Software needed for the MERA System to comply with the Scope of Work shall be provided by the CONTRACTOR without additional compensation. A preliminary list of said Software is specified in Exhibit A, but this list shall change as newer versions of said Software, or different Software, are installed during the implementation of the MERA System and after.

C. The CONTRACTOR represents and warrants that, as of the commencement of testing for Final Project Acceptance and again pursuant to the SUA II, CONTRACTOR shall upgrade the MERA System and provide and install the latest versions of all CONTRACTOR Software and all Third Party Software,

excluding any features that have not been purchased by COUNTY, and provide an updated Exhibit A that accurately reflects said versions.

D. The CONTRACTOR represents and warrants to the extent the SUA II remains in effect, and consistent with the services described in the SUA II including any exceptions stated in the SUA II that:

i. The LMR and Backhaul equipment and Software are and shall remain throughout the entire term of the Agreement compatible and interoperable for like features and functions with the MERA System and all of its equipment and software, including all updates or upgrades to such equipment and software during the term of the Agreement.

ii. The LMR and Backhaul equipment and software provided by the CONTRACTOR and all upgrades and enhancements thereto shall remain compatible and interoperable for like features and functions with all of the other equipment and software provided by the CONTRACTOR, including all updates or upgrades to such equipment and software during the term of the Contract.

iii. All versions of Software provided during the term of the Agreement shall be compatible with the other versions of infrastructure and Software then in use.

iv. All versions of LMR and Backhaul equipment and software provided during the term of the Agreement shall be compatible with the other versions of infrastructure and software then in use for like features and functions.

v. All new versions of Software provided during the term of the Agreement shall be made available at no added cost for loading on all users authorized under this Agreement.

E. Date Warranty

i. The CONTRACTOR warrants that all Software and equipment provided under this Agreement: (i) does not have a life expectancy limited by date or time format; (ii) shall correctly record, store, process, and present calendar dates; (iii) shall correctly input, store, process, sort, and output all dates in formats that preserve at least century, decade, and year information; (iv) shall lose no functionality, data integrity, or performance with respect to any date, by the change of any year to the next year or by the existence of a leap year; and (v) shall be capable of interoperability with other software and equipment used by the COUNTY and listed in the Scope of Work that may deliver date records from the Software and Equipment, or interact with date records of the Software and equipment ("Date Warranty").

ii. In the event a Date Warranty problem is reported to the CONTRACTOR by the County's Project Manager and such problem remains unresolved after three (3) calendar days, at the County's Project Manager's discretion, the CONTRACTOR shall send, at the CONTRACTOR's sole expense, at least one (1) qualified and knowledgeable representative to the premises designated by the County's



Project Manager. This representative shall continue to address and work to remedy the failure, malfunction, defect, or nonconformity to the COUNTY's satisfaction

F. Viruses and Other Prohibited Code

i. CONTRACTOR represents and warrants that at the time of delivery all Software shall be free of any virus, malware, spyware, worm, time bomb, disabling code, Trojan horse, or any other program, routine, code, software module or other item that could damage, destroy, erase, reveal, disable, harm or alter any Software, equipment or other system, software, firmware, hardware, data or information, whether or not related to MERA System.

ii. CONTRACTOR further represents and warrants that the Software shall not:

- a) contain any hidden files which CONTRACTOR or any Subcontractor knows or should know are contained in the Software;
- b) replicate, transmit, or activate itself without the control of an authorized person operating computing equipment on which the Software resides, unless requested or authorized by the County's Project Manager;
- c) alter, damage or erase any data or computer programs without the control of an authorized person operating the computing equipment on which it resides; or
- d) contain any key, node lock, time-out, or other function, whether implemented by electronic, mechanical or other means, which retires, shuts down, cripples or stops the Software or restricts or may restrict use or access to any programs, data or equipment, based on residency on a specific hardware configuration, frequency of duration of use or any other limiting criteria.
- e) except as required for CONTRACTOR to meet an obligation, if any, to monitor the System, contain any code or mechanism that responds to or provides information to outside system "pinging;" notifies any person or entity other than the COUNTY of any fact or event; or that allows access or control in a manner not fully disclosed to and controllable by the COUNTY.

G. In the event CONTRACTOR has reasonable suspicion or knowledge that the Software may breach the warranties in this Section 13, the CONTRACTOR shall immediately advise COUNTY, in email and in writing, and commence efforts immediately to remove the nonconforming code. If the nonconformity remains

unresolved after three (3) calendar days, at the County's Project Manager's discretion, the CONTRACTOR shall send, at the CONTRACTOR's sole expense, at least one (1) qualified and knowledgeable representative to the premises designated by the County's Project Manager. This representative shall continue to address and work to remedy the nonconformity to the COUNTY's satisfaction.

H. CONTRACTOR shall provide documentation for Software and such documentation shall explain the operation of the MERA System in terms understandable by users with reasonable technical competence.

**14. EQUIPMENT WARRANTIES:**

CONTRACTOR represents and warrants that the System will perform in accordance with the specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. CONTRACTOR is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by CONTRACTOR which is attached to or used in connection with the System or for reasons or parties beyond CONTRACTOR's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or COUNTY changes to load usage or configuration outside the specifications. No later than the date of commencement of the testing for Final Project Acceptance, the CONTRACTOR shall provide to the COUNTY complete copies of all original equipment manufacturer warranties and any other warranties, guarantees and service agreements related to the equipment or other Work provided by the CONTRACTOR or its subcontractors or suppliers of any tier. During the Warranty Period, CONTRACTOR warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

**15. EXCLUSIONS TO EQUIPMENT AND CONTRACTOR SOFTWARE WARRANTIES:**

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

**16. WARRANTY CLAIMS:**

To assert a warranty claim, COUNTY must notify CONTRACTOR in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, CONTRACTOR will investigate the warranty claim. If this investigation confirms a valid warranty claim, CONTRACTOR will (at its option and at no additional charge to COUNTY) repair the defective Equipment or CONTRACTOR Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or CONTRACTOR Software provided that removal of the defective equipment or CONTRACTOR Software will not result in failure of the MERA System to meet its intended purpose. That action will be the full extent of CONTRACTOR's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then CONTRACTOR must provide a detailed statement of the reason, along with any evidence of the factual basis supporting CONTRACTOR'S determination and may invoice COUNTY for responding to the claim on a time and materials basis using CONTRACTOR's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of CONTRACTOR.

**17. COSTS ARISING FROM WARRANTY FAILURES:**

A. The CONTRACTOR shall reimburse the COUNTY for all of its costs arising from any MERA System Equipment failing, including repetitive defects, or being non-compliant with any warranty under this Agreement if said failure or noncompliance arises prior to the end of the Warranty Period.

B. The costs that are reimbursable under this Section 17 are limited to one or more of the following to the extent CONTRACTOR requests COUNTY to perform any such service to allow CONTRACTOR to meet its warranty obligations:

- i. troubleshooting including COUNTY staff's travel time but only if such staff's presence on-site was reasonably necessary;
- ii. removing a nonconforming item;
- iii. packing and shipping the nonconforming item to the CONTRACTOR;
- iv. installing a replacement item;
- v. installing modified Software;
- vi. reprogramming, reconfiguration or Software-related activities as needed; and
- vii. processing intake/removal of units from inventory and related activities.

C. The cost of labor shall be reimbursed by the CONTRACTOR at the COUNTY's fully-loaded labor rate. The shipping cost shall be the actual cost of shipping.

D. The COUNTY shall submit written invoices for reimbursement of its costs hereunder and the CONTRACTOR shall pay same within sixty (60) days after receipt of the invoice. Payment by the CONTRACTOR shall be by check or electronic funds transfer. Invoices remaining unpaid more than thirty (30) days after the invoice date may, at the COUNTY's discretion, be deducted from amounts due the CONTRACTOR under the Agreement, provided the COUNTY gives the CONTRACTOR ten (10) days advance notice of its intent to deduct. Denials of warranty claims must be in writing and contain the reason(s) for denial.

**18. DISCLAIMER OF OTHER WARRANTIES:**

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

**19. CONTRACTOR REGISTRATION WITH CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS:**

The CONTRACTOR or subcontractor shall not be qualified to engage in the performance of any contract for public work, as defined in the California Public Contract Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

\_\_\_\_\_If initialed by COUNTY representative, the above paragraph has been determined by the COUNTY to be inapplicable on the basis that the services to be provided under this Agreement do not require registration with the California Department of Industrial Relations pursuant to Labor Code Section 1771.1(a). It is the CONTRACTOR's responsibility to correct this determination if it believes the conclusion to be inaccurate.

**20. LICENSING AND PERMITS:**

The CONTRACTOR shall maintain the appropriate licenses throughout the life of this Agreement.

**21. BOOKS OF RECORD AND AUDIT:**

CONTRACTOR shall maintain on a current basis complete books and records directly pertinent to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the

work on this Agreement. In addition, CONTRACTOR shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years following termination of this Agreement. CONTRACTOR will permit COUNTY and MERA to audit all books, accounts or records relating to this Agreement or all books, accounts or records of any business entities controlled by CONTRACTOR who participated in this Agreement in any way. Any audit may be conducted on CONTRACTOR's premises or, at COUNTY's option, CONTRACTOR shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from COUNTY. CONTRACTOR shall refund any monies erroneously charged. The audit will not include any CONTRACTOR proprietary information including for example data related to the CONTRACTOR's cost to manufacture the Equipment or Software.

**22. PAYING PREVAILING WAGES:**

The Board of Supervisors has been provided with a determination of the prevailing rates of wages applicable to this project, which is on file in the Office of the County Clerk, copies of which may be obtained from the Department of Public Works. Said rates are based on an eight (8) hour day, forty (40) hour week, except as otherwise noted and currently in effect. Existing agreements between the Building Trades and Construction Industry groups relate to wages, overtime, holidays and other special provisions shall be strictly observed. In compliance with the provisions of Section 1776 of the Labor Code of the State of California, as amended, the CONTRACTOR and each of his Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice or worker employed by them in connection with the project. Said records shall be available for inspection at all reasonable hours, and copies shall be made available to the employee or his authorized representative, the State Division of Labor Standards Enforcement, the State Division of Apprenticeship Standards, and the COUNTY.

**23. PUBLIC RECORDS:**

The CONTRACTOR understands and agrees that this Agreement and any Change Orders or amendments thereto are public records that are not exempt from disclosure to and inspection and copying by the public under the California Public Records Act (being California Government Code Section 6250 et seq.) (the "Act"). The CONTRACTOR understands and agrees that all records that CONTRACTOR or its subcontractors provide to the COUNTY are public records and shall be made available for inspection and copying by the public subject to the Act. If the CONTRACTOR considers any portion of a record that it provides to the COUNTY, whether in electronic or hard copy form, to be exempt from disclosure under the Act, the CONTRACTOR shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the COUNTY shall notify the CONTRACTOR of the request and allow the CONTRACTOR ten (10) Business Days to obtain a court order prohibiting the disclosure. If the CONTRACTOR

fails or neglects to obtain such a court order within said period, the COUNTY shall release the portions of record(s) deemed by the COUNTY to be subject to disclosure.

**24. TERMINATION; TIME EXTENSION FOR DELAY:**

A. Termination for cause - The COUNTY may terminate the contract in whole or in part if delivery or performance is repeatedly unsatisfactory upon 15 calendar days prior written notice and providing CONTRACTOR a reasonable opportunity to cure the identified default. Unsatisfactory performance includes but is not limited to: 1) Repeated failure to respond within requested time-frame, 2) Failure to perform services when promised or expected, 3) Inability to reach CONTRACTOR contact, or 4) lack of customer service. Termination for cause shall be at the reasonable discretion of the COUNTY. The CONTRACTOR and its sureties shall be liable to the COUNTY for any direct damages to the COUNTY resulting from the CONTRACTOR's failure or refusal to complete/deliver the items within the specified time. The CONTRACTOR shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and not reasonably rejected by the COUNTY pursuant to the contract prior to the effective date of termination. Termination compensation cannot exceed the monthly service fee, and the termination nullifies the remaining months of the contract.

B. Time extension for delay - Time extension for delay will be allowed for the CONTRACTOR by the COUNTY for any delay in the completion or delivery of specified services which arises from enforceable causes beyond the control of the CONTRACTOR and without fault or negligence of the CONTRACTOR, including but not restricted to such causes as the act or negligence of the COUNTY, stormy or inclement weather in which specified work cannot be done, strikes, boycotts, acts of God, acts of the public enemy, acts of government, fire, flood, epidemics, freight embargo, or delays of suppliers which arise from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR.

C. Termination without cause - Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail. CONTRACTOR may not cancel this Agreement without prior written consent of the COUNTY.

D. Payment for Termination without Fault of Contractor - In the event of termination without the fault of the CONTRACTOR, the CONTRACTOR shall be paid for services performed and goods delivered prior to the date of termination and for the reasonable cost incurred by CONTRACTOR resulting directly from an early termination including for example restocking fees and the cost to terminate subcontracts all in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

E. Performance Schedule Delays Caused By COUNTY: If COUNTY (including its other contractors) delays the performance schedule in the Scope of Work, the Parties will execute a Change Order to extend the performance schedule, which shall include the terms for compensation for all reasonable charges incurred because of the delay.

**25. DAMAGES:**

A. The County's Project Manager shall insure that all work is provided in a timely professional manner as required by the Scope of Work. The County's Project Manager shall notify the CONTRACTOR of all discrepancies and request CONTRACTOR to respond in a specified time to correct discrepancies. Failure by the CONTRACTOR to respond to and correct a discrepancy shall be cause for a pro-rate deduction from the invoice.

B. When the CONTRACTOR fails to respond to a written request to correct discrepancies within a reasonable specific time limit established by the parties, an "outside" contractor or COUNTY employee(s) may be requested and dispatched to the site to provide the required services or corrective work in accordance with instructions furnished by the County's Project Manager, not to exceed the requirements in the Scope of Work. The CONTRACTOR who failed to respond shall incur the total cost per the "outside" contractor's invoice or the total hourly cost, including benefits, of the COUNTY employee(s).

**26. APPROPRIATIONS:**

A. The COUNTY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated COUNTY may terminate this Agreement with respect to those payments for which such funds are not appropriated. COUNTY will give CONTRACTOR thirty (30) days' written notice of such termination. With the exception of payments for services performed or goods delivered before the termination notice, all obligations of COUNTY to make payments after the termination date will cease.

B. Where the funding source for this Agreement is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, COUNTY's performance and obligation to pay under this Agreement is limited by the availability of those funds. Should the funding source for this Agreement be eliminated or reduced, upon written notice to CONTRACTOR, COUNTY may reduce the Maximum Cost to COUNTY identified in section 4 to reflect that elimination or reduction and the Scope of Work will be reduced to account for the reduction in the Maximum Cost.

C. The COUNTY warrants that it has funds available to remit payments on the resulting Purchase Order at the time the Purchase Order is executed. Should appropriated funds during the term of the Purchase Order become unavailable for the purpose of the Purchase Order, the COUNTY may cancel the Purchase Order by providing the CONTRACTOR with written notice. Such notice shall release both the COUNTY and CONTRACTOR from all obligations under the Purchase Order, and CONTRACTOR shall refund the COUNTY the balance of any advance payment made for orders of goods and/or services which are outstanding or which have not been received by the COUNTY and COUNTY will provide payment for any services that have been performed or goods delivered prior to the delivery of the written notice.

**27. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performance of the services herein, the CONTRACTOR, and the agents and employees thereof, shall act in an independent capacity and as an independent CONTRACTOR and not as officers, employees or agents of the COUNTY. CONTRACTOR shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

**28. COOPERATIVE AGREEMENT:**

School districts, special districts or other governmental agencies in the County of Marin shall be capable of purchasing the items specified in the Scope of Work. The CONTRACTOR shall provide firm fixed pricing for all items or services, which is specified in Exhibit B to this Agreement, and allow the agencies described herein to purchase said items or services at any time during the effective period of this Agreement under terms and conditions substantially similar to this Agreement.

**29. AMENDMENT:**

This Agreement may be amended or modified only by written Contract of all parties.

**30. DISPUTES:**

A. In the event of a dispute arising under this Agreement (a "Dispute"), either party may initiate a Dispute resolution by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including: 1) timely escalation of the Dispute to persons who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between such persons. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the parties will proceed to mediation.

B. The parties shall choose an independent mediator within thirty (30) days of a notice to mediate from either party ("Notice of Mediation"). Neither party may unreasonably withhold consent to the selection of a mediator. If the parties are



unable to agree upon a mediator, either party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the parties will share the cost of the mediator equally. Each party will participate in the mediation in good faith and will be represented at the mediation by a person with authority to settle the Dispute.

C. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either party may then submit the Dispute to a court of competent jurisdiction.

D. All communications pursuant to this Section 30 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party.

### **31. JURISDICTION AND VENUE:**

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

### **32. INDEMNIFICATION:**

A. CONTRACTOR agrees to release, indemnify, defend, and hold MERA, COUNTY, their employees, officers, and agents (each an "Indemnitee"), harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees to the extent arising from any and all claims and losses to anyone who may be injured or damaged by reason of CONTRACTOR's negligence, recklessness or willful misconduct in the performance of this Agreement. CONTRACTOR shall also defend at its expense any third party claim alleging liability based upon the foregoing.

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

C. If an Infringement Claim occurs, or in CONTRACTOR's opinion is likely to occur, CONTRACTOR may at its option and expense: (a) procure for Indemnitee the right to continue using the Contractor Product; (b) replace or modify the Contractor Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Contractor Product and grant Indemnitee a credit for the Contractor Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards. CONTRACTOR will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Contractor Product with any software, apparatus or device not furnished by CONTRACTOR; (b) the use of ancillary equipment or software not furnished by CONTRACTOR and that is attached to or used in connection with the Contractor Product; (c) a modification of the Contractor Product by a party other than CONTRACTOR; (d) use of the Contractor Product in a manner for which the Contractor Product was not designed or that is inconsistent with the terms of this Agreement; or (e) the failure by Indemnitee to install an enhancement release to the CONTRACTOR Software that is intended to correct the claimed infringement. These Sections 32 (B) and (C) provide COUNTY's sole and exclusive remedies and CONTRACTOR's entire liability in the event of an Infringement Claim.

**33. LIMITATION OF LIABILITY:**

Except for personal injury or death, CONTRACTOR'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 \$34,337,451.06. 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 CONTRACTOR PURSUANT TO THIS AGREEMENT. This limitation of liability provision applies notwithstanding any contrary provision

**34. TAXES:**

The Contract Price does not include any excise, lease, use, property, or other taxes, assessments or duties, all of which will be paid by COUNTY except as exempt by law. If CONTRACTOR is required to pay any of these taxes, CONTRACTOR will send an invoice to COUNTY and COUNTY will pay to CONTRACTOR the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. COUNTY will be solely responsible for reporting the Equipment for personal property tax purposes, and CONTRACTOR will be solely responsible for reporting taxes on its income or net worth.

**35. COMPLIANCE WITH APPLICABLE LAWS:**

A. The CONTRACTOR shall comply with any and all applicable Federal, State and local laws and resolutions: including, but not limited to the all provisions of the Occupation Safety and Health Act of 1979 and all amendments thereto, and applicable federal, state and local government safety regulations, County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Agreement. Copies of any of the above-referenced local laws and resolutions may be secured from the County's Project Manager. CONTRACTOR may request pursuant to Section 11 of this Agreement a change in the Work or schedule of performance as specified in the Scope of Work, in the event that changes to applicable laws increase the cost to perform. CONTRACTOR shall indemnify and save COUNTY and MERA harmless from any and all liabilities, fines, penalties and consequences arising from any non-compliance of violations of such laws, ordinances, codes and regulations.

B. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the COUNTY by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY, of all accidents which occur in connection with this agreement. This report must include all of the following information:

- i. Name and address of the injured or deceased person;
- ii. Name and address of CONTRACTOR's subcontractor (if any);
- iii. Name and address of CONTRACTOR's Liability Insurance Carrier;

and

iv. A detailed description of accident and whether any of COUNTY's equipment, tools, or material were involved.

C. In addition, the following NOTICES may apply:

i. Pursuant to California Franchise Tax Board regulations, COUNTY will automatically withhold 7% from all payments made to vendors who are non-residents of California.

ii. CONTRACTOR agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.

iii. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at [www.sam.gov](http://www.sam.gov).

**36. ATTORNEY'S FEES**

If any action at law or inequity is brought to enforce or interrupt the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

**37. WAIVER**

Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

**38. SEVERABILITY**

Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law. If any provision of this Agreement is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal or unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Agreement and ignored. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain valid, legal, enforceable and binding.

**39. SURVIVAL**

The provisions whose purpose and effect survives any expiration or termination of this Agreement include the following:

- Section 12 Intellectual Property,
- Section 13 Software Warranties,
- Section 21 Books of Record and Audit,
- Section 32 Indemnification,
- Section 33 Limitation of Liability, and
- Section 37 Waiver

**40. DELEGATION OF AUTHORITY**

The COUNTY's Project Manager is authorized to act on behalf of the COUNTY to do any and all things and to carry out any duties or responsibilities as specified in this Agreement.

**41. NOTICES:**

All invoices shall be submitted and approved by this Department and all notices shall be given to COUNTY at the following location:

Contract Manager: \_\_\_\_\_  
Dept./Location: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

Notices shall be given to CONTRACTOR at the following address:

Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

**42. ACKNOWLEDGEMENT OF EXHIBITS**

Check applicable Exhibits

CONTRACTOR'S INITIALS

EXHIBIT A	<input type="checkbox"/>	Scope of Services	<input type="checkbox"/>
EXHIBIT B	<input type="checkbox"/>	Fees and Payment	<input type="checkbox"/>
EXHIBIT C	<input type="checkbox"/>	Insurance Reduction/Waiver	<input type="checkbox"/>
EXHIBIT D	<input type="checkbox"/>	Contractor's Debarment Certification	<input type="checkbox"/>
EXHIBIT E	<input type="checkbox"/>	Subcontractor's Debarment Certification	<input type="checkbox"/>

**43. SYSTEM ACCEPTANCE**

CONTRACTOR will provide to COUNTY at least ten (10) days notice before an acceptance test commences. System testing will occur only in accordance with the acceptance test plans in the scope of work. System Acceptance will occur upon successful completion of the acceptance tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a system acceptance certificate. If the Acceptance Test Plan includes separate tests for individual subsystems or phases of the System, acceptance of the individual subsystem or phase will occur upon the successful completion of the Acceptance Tests for the subsystem or phase, and the Parties will promptly execute an acceptance certificate for the subsystem or phase. If COUNTY believes the System has failed the completed Acceptance Tests, COUNTY will provide to CONTRACTOR a written notice that includes the specific details of the

failure. If COUNTY does not provide to CONTRACTOR a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or subsystem acceptance, but will be corrected according to a mutually agreed schedule.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CONTRACTOR:

APPROVED BY

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

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

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

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

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**COUNTY COUNSEL REVIEW AND APPROVAL  
(required if template content has been modified)**

**County Counsel:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Go to: <http://meraonline.org/documents>



**EXHIBIT "B"**  
**FEEES AND PAYMENT SCHEDULE**

[see attached]

**Table C.1 – Proposal Pricing Form (Total Base System Costs)**

Description	Total
<b>System Components (Subtotals from Table C.2)</b>	
System Control Equipment	\$ 1,640,505.50
Simulcast Control Equipment	\$ 984,567.20
Remote Site Equipment	\$ 7,033,760.85
Microwave Network Equipment	\$ 939,304.91
Network Management System	\$ 6,290.00
Dispatch Console Equipment	\$ 771,077.20
NICE IP Logging System	\$ 196,407.85
Spare Equipment	\$ 254,460.51
Other - Jail BDA	\$ 39,576.00
Unication P25 Pagers for operation on Motorola P25 network <i>24 mo warranty, 1x programming, no coverage or other guarantees</i>	\$ 126,862.50
Core Consolidation (Allows re-use of previously purchased ASTRO core licenses)	\$ (327,865.00)
<b>Total System Components Cost</b>	<b>\$ 11,664,947.52</b>
<b>System Services (Subtotals from Table C.3)</b>	
Installation	\$ 2,221,297.09
Project Management	\$ 1,225,888.57
System Engineering	\$ 2,041,217.84
System Staging	\$ 314,409.00
Coverage & Acceptance Testing	\$ 90,307.69
Documentation	\$ 84,845.77
Training	\$ 220,974.04
Warranty & Maintenance	\$ 2,350,445.43
Other (See Table C3: Warehousing, Spectrum Services, Core Consolidation Services, Tower Analysis)	\$ 909,194.12
<b>Total Services Cost</b>	<b>\$ 9,458,579.56</b>
<b>Infrastructure Development - Existing Sites (Subtotals from Table C.4A) OPTIONAL</b>	
Towers	\$ 173,229.00
Shelters	\$ 151,908.00
Generator, Propane/Diesel Tanks, and ATS	Included w/ Shelters
PM, Engineering, and Installation	\$ 573,882.00
<b>Total Infrastructure Development Cost - Existing Sites (Optional)</b>	<b>\$ 899,019.00</b>
<b>Infrastructure Development - (Subtotals from Alternate Sites Table C.4B) OPTIONAL</b>	
Towers	\$ 230,972.00
Shelters	\$ 607,632.00
Generator, Propane/Diesel Tanks, and ATS	Included w/ Shelters
Remote Site Equipment	N/A
Microwave Network Equipment	N/A
PM, Engineering, and Installation	\$ 1,107,256.00
<b>Total Infrastructure Development Cost - Alternate Sites (Optional)</b>	<b>\$ 1,945,860.00</b>
<b>User Radio Equipment</b>	
Portable Radios	\$ 5,267,606.40
Mobile Radios	\$ 2,939,130.20
Control Stations	\$ 915,342.17
Warranty & Maintenance	Included
Other	\$ 3,101.50
<b>Total User Radio Cost</b>	<b>\$ 9,125,180.27</b>
<b>Discount &amp; Totals</b>	
<b>Base System &amp; Subscriber Sub Total (Not Including Optional Items)</b>	<b>\$ 30,248,707.34</b>
<b>Post Warranty Maintenance &amp; Upgrade Options (Years 4-15) Sub Total</b>	<b>\$ 9,924,201.34</b>
<b>Base System, Subscriber, Maintenance &amp; Upgrades Sub Total</b>	<b>\$ 40,172,908.68</b>
Package Discount for Execution of Contract by Mar 7, 2017 for Purchase of System, Subscribers, & Years 4-15	\$ (4,250,000.00)
Maintenance/SUA Commitment	
Legacy System Upgrade Discount	\$ (3,300,000.00)
Subscriber Discount for MERA Receiving all Portable and Mobile radios in 2017	\$ (500,000.00)
<b>Base System, Subscriber, Maintenance &amp; Upgrades Discounted Sub Total</b>	<b>\$ 32,122,908.68</b>
Freight	Included
Est. Equipment Sales Tax (MERA, Novato - 8.75%)	\$ 2,039,985.87
Est. Maintenance/SUA Sales Tax Years 4-15 @ 8.75%	\$ 174,556.50
<b>Grand Total</b>	<b>\$ 34,337,451.06</b>

**Table C.2 – Proposal Pricing Form (System Components Cost)**

NOTE: Show unit cost per site where applicable

Item	Description	Site Name/Location	Qty.	Unit Cost	Extended Cost
<b>System Control Equipment</b>					
1	System Core Equipment with redundancy to support system services proposed	Master Site	1	\$ 376,802.00	\$ 376,802.00
2	System Core Equipment software and licensing to support system services		1	\$ 1,241,561.00	\$ 1,241,561.00
3	ISSI (connection to up to two other RFSS's)	Optional - Please see tab C (option tab)			
4	Interoperability Gateway Devices	N/A			N/A
5	Ancillary Support Equipment (e.g., UPS and similar) 8 HR UPS FOR MASTER SITE - DQ122016BEA - Eaton 9170 configuration	Master Site	1	\$ 22,142.50	\$ 22,142.50
6	Smartphone interface equipment to P25	Optional - Please see tab C (option tab)			
7	Smartphone interface equipment software and licensing	Optional - Please see tab C (option tab)			
				<b>System Control Equipment Subtotal</b>	<b>\$ 1,640,505.50</b>
<b>Simulcast Control Equipment</b>					
8	Simulcast Control Equipment with redundancy to support required system services	East Simulcast Cell Prime Site	1	\$ 34,632.00	\$ 34,632.00
9	Simulcast Control Equipment software and licensing to support required system services	East Simulcast Cell Prime Site	1	\$ 155,104.00	\$ 155,104.00
10	Voting Control Equipment with redundancy	East Simulcast Cell Prime Site	1	\$ 43,080.00	\$ 43,080.00
11	Voting Control Equipment software and licensing	East Simulcast Cell Prime Site	1	\$ 273,200.00	\$ 273,200.00
12	Ancillary Support Equipment (e.g., UPS and similar)	East Simulcast Cell Prime Site	1	\$ 48,254.20	\$ 48,254.20
<b>Simulcast Control Equipment</b>					
13	Simulcast Control Equipment with redundancy to support required system services	West Simulcast Cell Prime Site	1	\$ 34,632.00	\$ 34,632.00
14	Simulcast Control Equipment software and licensing to support required system services	West Simulcast Cell Prime Site	1	\$ 139,360.00	\$ 139,360.00
15	Voting Control Equipment with redundancy	West Simulcast Cell Prime Site	1	\$ 32,200.00	\$ 32,200.00
16	Voting Control Equipment software and licensing	West Simulcast Cell Prime Site	1	\$ 220,000.00	\$ 220,000.00
17	Ancillary Support Equipment (e.g., UPS and similar)	West Simulcast Cell Prime Site	1	\$ 4,105.00	\$ 4,105.00
				<b>Simulcast Control Equipment Subtotal</b>	<b>\$ 984,567.20</b>
<b>Remote Site Equipment</b>					
18	Remote site control and RF equipment	Mt Tamaplais - East Cell	1	\$ 153,348.00	\$ 153,348.00
19	Remote site control and RF equipment licensing and software	Mt Tamaplais - East Cell	1	\$ 427,766.40	\$ 427,766.40
20	Antenna systems (Radio)	Mt Tamaplais - East Cell	1	\$ 24,977.60	\$ 24,977.60
21	Ancillary Support Equipment (e.g., DC Plant, UPS, dehydrators, etc.)	Mt Tamaplais - East Cell	1	\$ 46,655.65	\$ 46,655.65
22	Interoperability Gateway Devices	Mt Tamaplais - East Cell	1	\$ 15,300.00	\$ 15,300.00
23	Remote site control and RF equipment	Barnabe - East Cell	1	\$ 143,763.50	\$ 143,763.50
24	Remote site control and RF equipment licensing and software	Barnabe - East Cell	1	\$ 401,301.00	\$ 401,301.00
25	Antenna systems (Radio)	Barnabe - East Cell	1	\$ 24,977.55	\$ 24,977.55
26	Ancillary Support Equipment (e.g., UPS, dehydrators, etc.)	Barnabe - East Cell	1	\$ 46,655.65	\$ 46,655.65
27	Interoperability Gateway Devices	Barnabe - East Cell	1	\$ 15,300.00	\$ 15,300.00
28	Remote site control and RF equipment	Big Rock - East Cell	1	\$ 143,763.50	\$ 143,763.50
29	Remote site control and RF equipment licensing and software	Big Rock - East Cell	1	\$ 401,301.00	\$ 401,301.00
30	Antenna systems (Radio)	Big Rock - East Cell	1	\$ 24,977.55	\$ 24,977.55
31	Ancillary Support Equipment (e.g., UPS, dehydrators, etc.)	Big Rock - East Cell	1	\$ 46,655.65	\$ 46,655.65
32	Interoperability Gateway Devices	Big Rock - East Cell	1	\$ 15,300.00	\$ 15,300.00

Item	Description	Site Name/Location	Qty.	Unit Cost	Extended Cost
33	Remote site control and RF equipment	San Pedro - East Cell	1	\$ 143,763.50	\$ 143,763.50
34	Remote site control and RF equipment licensing and software	San Pedro - East Cell	1	\$ 401,301.00	\$ 401,301.00
35	Antenna systems (Radio)	San Pedro - East Cell	1	\$ 24,977.55	\$ 24,977.55
36	Ancillary Support Equipment (e.g., UPS, dehydrators, etc.)	San Pedro - East Cell	1	\$ 46,655.65	\$ 46,655.65
37	Interoperability Gateway Devices	San Pedro - East Cell	1	\$ 7,650.00	\$ 7,650.00
38	Remote site control and RF equipment	OTA - East Cell	1	\$ 143,763.50	\$ 143,763.50
39	Remote site control and RF equipment licensing and software	OTA - East Cell	1	\$ 401,301.00	\$ 401,301.00
40	Antenna systems (Radio)	OTA - East Cell	1	\$ 24,977.55	\$ 24,977.55
41	Ancillary Support Equipment (e.g., UPS, dehydrators, etc.)	OTA - East Cell	1	\$ 46,655.65	\$ 46,655.65
42	Interoperability Gateway Devices	OTA - East Cell	1	\$ 15,300.00	\$ 15,300.00
43	Remote site control and RF equipment	Wolfback Ridge - East Cell	1	\$ 143,763.50	\$ 143,763.50
44	Remote site control and RF equipment licensing and software	Wolfback Ridge - East Cell	1	\$ 401,301.00	\$ 401,301.00
45	Antenna systems (Radio)	Wolfback Ridge - East Cell	1	\$ 24,977.55	\$ 24,977.55
46	Ancillary Support Equipment (e.g., UPS, dehydrators, etc.)	Wolfback Ridge - East Cell	1	\$ 46,655.65	\$ 46,655.65
47	Interoperability Gateway Devices	Wolfback Ridge - East Cell	1	\$ 15,300.00	\$ 15,300.00
38	Remote site control and RF equipment	Dollar Hill - East Cell	1	\$ 143,763.50	\$ 143,763.50
39	Remote site control and RF equipment licensing and software	Dollar Hill - East Cell	1	\$ 401,301.00	\$ 401,301.00
40	Antenna systems (Radio)	Dollar Hill - East Cell	1	\$ 24,977.55	\$ 24,977.55
41	Ancillary Support Equipment (e.g., UPS, dehydrators, etc.)	Dollar Hill - East Cell	1	\$ 46,655.65	\$ 46,655.65
42	Interoperability Gateway Devices	Dollar Hill - East Cell	1	\$ 15,300.00	\$ 15,300.00
48	Remote site control and RF equipment	Stewart Pt - West Cell	1	\$ 116,152.00	\$ 116,152.00
49	Remote site control and RF equipment licensing and software	Stewart Pt - West Cell	1	\$ 329,728.00	\$ 329,728.00
50	Antenna systems (Radio)	Stewart Pt - West Cell	1	\$ 22,279.75	\$ 22,279.75
51	Ancillary Support Equipment (e.g., UPS, dehydrators, etc.)	Stewart Pt - West Cell	1	\$ 45,929.65	\$ 45,929.65
52	Interoperability Gateway Devices	Stewart Pt - West Cell	1	\$ 7,650.00	\$ 7,650.00
53	Remote site control and RF equipment	Pt Reyes - West Cell	1	\$ 108,892.50	\$ 108,892.50
54	Remote site control and RF equipment licensing and software	Pt Reyes - West Cell	1	\$ 309,120.00	\$ 309,120.00
55	Antenna systems (Radio)	Pt Reyes - West Cell	1	\$ 22,279.75	\$ 22,279.75
56	Ancillary Support Equipment (e.g., UPS, dehydrators, etc.)	Pt Reyes - West Cell	1	\$ 45,929.65	\$ 45,929.65
57	Interoperability Gateway Devices	Pt Reyes - West Cell	1	\$ 7,650.00	\$ 7,650.00
58	Remote site control and RF equipment	Tomales - West Cell	1	\$ 108,892.50	\$ 108,892.50
59	Remote site control and RF equipment licensing and software	Tomales - West Cell	1	\$ 309,120.00	\$ 309,120.00
60	Antenna systems (Radio)	Tomales - West Cell	1	\$ 22,279.75	\$ 22,279.75
61	Ancillary Support Equipment (e.g., UPS, dehydrators, etc.)	Tomales - West Cell	1	\$ 45,929.65	\$ 45,929.65
62	Interoperability Gateway Devices	Tomales - West Cell	1	\$ 7,650.00	\$ 7,650.00
63	Remote site control and RF equipment	Muir Beach - West Cell	1	\$ 108,892.50	\$ 108,892.50
64	Remote site control and RF equipment licensing and software	Muir Beach - West Cell	1	\$ 309,120.00	\$ 309,120.00
65	Antenna systems (Radio)	Muir Beach - West Cell	1	\$ 22,279.75	\$ 22,279.75
66	Ancillary Support Equipment (e.g., UPS, dehydrators, etc.)	Muir Beach - West Cell	1	\$ 45,929.65	\$ 45,929.65
67	Interoperability Gateway Devices	Muir Beach - West Cell	1	\$ 7,650.00	\$ 7,650.00
73	Remote site control and RF equipment	Marshall - West Cell	1	\$ 108,892.50	\$ 108,892.50
74	Remote site control and RF equipment licensing and software	Marshall - West Cell	1	\$ 309,120.00	\$ 309,120.00
75	Antenna systems (Radio)	Marshall - West Cell	1	\$ 22,279.75	\$ 22,279.75
16	Ancillary Support Equipment (e.g., UPS, dehydrators, etc.)	Marshall - West Cell	1	\$ 45,929.65	\$ 45,929.65
77	Interoperability Gateway Devices	Marshall - West Cell	1	\$ 7,650.00	\$ 7,650.00
78	Interoperability Gateway Devices	2nd Deck	2	\$ 7,650.00	\$ 15,300.00
79	Interoperability Gateway Devices	Bay Hill	1	\$ 7,650.00	\$ 7,650.00
80	Interoperability Gateway Devices	Crest Tank	1	\$ 7,650.00	\$ 7,650.00
81	Interoperability Gateway Devices	Dollar Hill	1	\$ 7,650.00	\$ 7,650.00
82	Interoperability Gateway Devices	Forbes Hill	1	\$ 7,650.00	\$ 7,650.00
83	Interoperability Gateway Devices	Jail	1	\$ 7,650.00	\$ 7,650.00
84	Interoperability Gateway Devices	Radio Shop	1	\$ 7,650.00	\$ 7,650.00
85	Interoperability Gateway Devices	Sonoma	2	\$ 7,650.00	\$ 15,300.00

Item	Description	Site Name/Location	Qty.	Unit Cost	Extended Cost
86	Interoperability Gateway Devices	Sugarloaf	1	\$ 7,650.00	\$ 7,650.00
<b>Remote Site Equipment Subtotal</b>					<b>\$ 7,033,760.85</b>
<b>Microwave Network Equipment</b>					
87	Microwave control and RF equipment		1	\$ 662,486.52	\$ 662,486.52
88	Microwave control and RF equipment software and licensing		1	\$ 4,462.50	\$ 4,462.50
89	Antenna systems (Microwave)		1	\$ 117,000.74	\$ 117,000.74
90	Ancillary Support Equipment (e.g., UPS, dehydrators, etc.)		1	\$ 155,355.15	\$ 155,355.15
<b>Microwave Network Equipment Subtotal</b>					<b>\$ 939,304.91</b>
<b>Network Management System</b>					
91	Network Management Control Equipment				N/A
92	Network Management Remote Site Equipment				N/A
93	Network Management Terminals	Master site/Radio shop	2	\$ 3,145.00	\$ 6,290.00
<b>Subtotal Network Management System</b>					<b>\$ 6,290.00</b>
<b>Dispatch Console System</b>					
94	Common or Core equipment	Novato PD 3 position MCC7500	1	\$ 15,094.65	\$ 15,094.65
95	Common/Core software and licensing	Novato PD 3 position MCC7500	1	\$ 515.25	\$ 515.25
96	Operator position equipment	Novato PD 3 position MCC7500	1	\$ 50,036.16	\$ 50,036.16
97	Operator position software and licensing	Novato PD 3 position MCC7500	1	\$ 51,133.25	\$ 51,133.25
98	Voice logging recorder interface	Novato PD 3 position MCC7500			N/A
99	CAD system interface	Novato PD 3 position MCC7500			N/A
100	Console back up control stations (3)	Novato PD 3 position MCC7500	1	\$ 23,531.49	\$ 23,531.49
101	Interoperability Gateway Devices	Novato PD 3 position MCC7500			N/A
102	Common or Core equipment	County FD 3 position MCC7500	1	\$ 15,094.65	\$ 15,094.65
103	Common/Core software and licensing	County FD 3 position MCC7500	1	\$ 515.25	\$ 515.25
104	Operator position equipment	County FD 3 position MCC7500	1	\$ 50,036.16	\$ 50,036.16
105	Operator position software and licensing	County FD 3 position MCC7500	1	\$ 51,133.25	\$ 51,133.25
106	Voice logging recorder interface	County FD 3 position MCC7500			N/A
107	CAD system interface	County FD 3 position MCC7500			N/A
108	Console back up control stations (3)	County FD 3 position MCC7500	1	\$ 23,531.49	\$ 23,531.49
109	Interoperability Gateway Devices	County FD 3 position MCC7500			N/A
110	Common or Core equipment	San Rafael PD 4 position MCC7500	1	\$ 15,094.65	\$ 15,094.65
111	Common/Core software and licensing	San Rafael PD 4 position MCC7500	1	\$ 515.25	\$ 515.25
112	Operator position equipment	San Rafael PD 4 position MCC7500	1	\$ 66,714.88	\$ 66,714.88
113	Operator position software and licensing	San Rafael PD 4 position MCC7500	1	\$ 68,111.00	\$ 68,111.00
114	Voice logging recorder interface	San Rafael PD 4 position MCC7500			N/A
115	CAD system interface	San Rafael PD 4 position MCC7500			N/A
116	Console back up control stations (4)	San Rafael PD 4 position MCC7500	1	\$ 31,291.32	\$ 31,291.32
117	Interoperability Gateway Devices	San Rafael PD 4 position MCC7500			N/A
118	Common or Core equipment	Fairfax PD 1 position MCC7500	1	\$ 10,156.85	\$ 10,156.85
119	Common/Core software and licensing	Fairfax PD 1 position MCC7500	1	\$ 515.25	\$ 515.25
120	Operator position equipment	Fairfax PD 1 position MCC7500	1	\$ 16,678.72	\$ 16,678.72
121	Operator position software and licensing	Fairfax PD 1 position MCC7500	1	\$ 17,177.75	\$ 17,177.75

Item	Description	Site Name/Location	Qty.	Unit Cost	Extended Cost
122	Voice logging recorder interface	Fairfax PD 1 position MCC7500			N/A
123	CAD system interface	Fairfax PD 1 position MCC7500			N/A
124	Console back up control stations (1)	Fairfax PD 1 position MCC7500	1	\$ 8,310.83	\$ 8,310.83
125	Interoperability Gateway Devices	Fairfax PD 1 position MCC7500			N/A
126	Common or Core equipment	Marin County Backup Dispatch 2 position MCC7500	1	\$ 15,094.65	\$ 15,094.65
127	Common/Core software and licensing	Marin County Backup Dispatch 2 position MCC7500	1	\$ 515.25	\$ 515.25
128	Operator position equipment	Marin County Backup Dispatch 2 position MCC7500	1	\$ 32,730.84	\$ 32,730.84
129	Operator position software and licensing	Marin County Backup Dispatch 2 position MCC7500	1	\$ 34,155.50	\$ 34,155.50
130	Voice logging recorder interface	Marin County Backup Dispatch 2 position MCC7500			N/A
131	CAD system interface	Marin County Backup Dispatch 2 position MCC7500			N/A
132	Console back up control stations (2)	Marin County Backup Dispatch 2 position MCC7500	1	\$ 15,771.66	\$ 15,771.66
133	Interoperability Gateway Devices	Marin County Backup Dispatch 2 position MCC7500			N/A
134	Common or Core equipment	Master Site 1 position MCC7500	1	\$ 10,156.85	\$ 10,156.85
135	Common/Core software and licensing	Master Site 1 position MCC7500	1	\$ 515.25	\$ 515.25
136	Operator position equipment	Master Site 1 position MCC7500	1	\$ 16,678.72	\$ 16,678.72
137	Operator position software and licensing	Master Site 1 position MCC7500	1	\$ 17,177.75	\$ 17,177.75
138	Voice logging recorder interface	Master Site 1 position MCC7500			N/A
139	CAD system interface	Master Site 1 position MCC7500			N/A
140	Console back up control stations (1)	Master Site 1 position MCC7500	1	\$ 8,011.83	\$ 8,011.83
141	Interoperability Gateway Devices	Master Site 1 position MCC7500			N/A
142	Common or Core equipment	Jail 1 position MCC7500	1	\$ 10,156.85	\$ 10,156.85
143	Common/Core software and licensing	Jail 1 position MCC7500	1	\$ 515.25	\$ 515.25
144	Operator position equipment	Jail 1 position MCC7500	1	\$ 16,678.72	\$ 16,678.72
145	Operator position software and licensing	Jail 1 position MCC7500	1	\$ 17,177.75	\$ 17,177.75
146	Voice logging recorder interface	Jail 1 position MCC7500			N/A
147	CAD system interface	Jail 1 position MCC7500			N/A
148	Console back up control stations (1)	Jail 1 position MCC7500	1	\$ 8,011.83	\$ 8,011.83
149	Interoperability Gateway Devices	Jail 1 position MCC7500			N/A
150	Common or Core equipment	Radio Shop 1 position MCC7500	1	\$ 10,156.85	\$ 10,156.85
151	Common/Core software and licensing	Radio Shop 1 position MCC7500	1	\$ 515.25	\$ 515.25
152	Operator position equipment	Radio Shop 1 position MCC7500	1	\$ 16,678.72	\$ 16,678.72
153	Operator position software and licensing	Radio Shop 1 position MCC7500	1	\$ 17,177.75	\$ 17,177.75
154	Voice logging recorder interface	Radio Shop 1 position MCC7500			N/A
155	CAD system interface	Radio Shop 1 position MCC7500			N/A
156	Console back up control stations (1)	Radio Shop 1 position MCC7500	1	\$ 8,011.83	\$ 8,011.83
157	Interoperability Gateway Devices	Radio Shop 1 position MCC7500			N/A
158	NICE IP Logging System		1	\$ 196,407.85	\$ 196,407.85
<b>Dispatch Console System Subtotal</b>					<b>\$ 967,485.05</b>
<b>Recommended Spare Equipment (list)</b>					
158	Master Site Spares		1	\$ 2,980.00	\$ 2,980.00
159	Prime/RF Sites Spares		1	\$ 18,309.60	\$ 18,309.60
160	Console Spares		1	\$ 21,437.50	\$ 21,437.50
161	DC Spares		1	\$ 19,181.95	\$ 19,181.95
162	TTA Spares		1	\$ 11,230.40	\$ 11,230.40
163	Microwave Dehydrator/DC Spares		1	\$ 14,737.06	\$ 14,737.06
164	Service Monitors		3	\$ 55,528.00	\$ 166,584.00

Item	Description	Site Name/Location	Qty.	Unit Cost	Extended Cost
<b>Recommended Spare Equipment Subtotal</b>					<b>\$ 254,460.51</b>
<b>OTHER</b>					
161	Jail BDA		1	\$ 39,576.00	\$ 39,576.00
165	UNICATION PAGERS		150	\$ 845.75	\$ 126,862.50
<b>Other Subtotal</b>					<b>\$ 166,438.50</b>
<b>Total System Components Cost</b>					<b>\$ 11,992,812.52</b>

**Table C.3 – Proposal Pricing Form (System Services Cost)**

NOTE: Show unit cost per site where applicable

Item	Description	Site Name/Location	Qty.	Unit Cost	Extended Cost
<b>Installation</b>					
1	Installation of P25 FNE Equipment, DC, and Antennas	Master Site - San Rafael	1 Lot	\$ 48,306.04	\$ 48,306.04
2	Installation of P25 FNE Equipment, DC, and Antennas	Mt Barnabe -RF Site	1 Lot	\$ 47,548.90	\$ 47,548.90
3	Installation of P25 FNE Equipment, DC, and Antennas	Big Rock - RF Site	1 Lot	\$ 47,548.90	\$ 47,548.90
4	Installation of P25 FNE Equipment, DC, and Antennas	San Pedro - RF Site	1 Lot	\$ 47,548.90	\$ 47,548.90
5	Installation of P25 FNE Equipment, DC, and Antennas	OTA - RF Site	1 Lot	\$ 47,548.90	\$ 47,548.90
6	Installation of P25 FNE Equipment, DC, and Antennas	Mt. Tamaplais - RF Site	1 Lot	\$ 47,548.90	\$ 47,548.90
7	Installation of P25 FNE Equipment, DC, and Antennas	Wolfback Ridge - RF Site	1 Lot	\$ 47,548.90	\$ 47,548.90
7A	Installation of P25 FNE Equipment, DC, and Antennas	Dollar Hill - RF Site	1 Lot	\$ 47,548.90	\$ 47,548.90
8	Installation of P25 FNE Equipment, DC, and Antennas	Stewart Pt. - RF Site	1 Lot	\$ 45,791.76	\$ 45,791.76
9	Installation of P25 FNE Equipment, DC, and Antennas	Pt. Reyes - RF Site	1 Lot	\$ 45,791.76	\$ 45,791.76
10	Installation of P25 FNE Equipment, DC, and Antennas	Muir Beach - RF Site	1 Lot	\$ 45,791.76	\$ 45,791.76
11	Installation of P25 FNE Equipment, DC, and Antennas	Tomales - RF Site	1 Lot	\$ 45,791.76	\$ 45,791.76
12	Installation of P25 FNE Equipment, DC, and Antennas	Marshall - RF Site	1 Lot	\$ 45,791.76	\$ 45,791.76
14	Installation of MCC 7500 Dispatch Positions / Network Equipment	County Backup (2)	1 Lot	\$ 18,857.14	\$ 18,857.14
15	Installation of MCC 7500 Dispatch Positions / Network Equipment	Update Existing MCC7500s (16)	1 Lot	\$ 11,428.57	\$ 11,428.57
16	Installation of MCC 7500 Dispatch Positions / Network Equipment	Master Site (1)	1 Lot	\$ 15,714.29	\$ 15,714.29
17	Installation of MCC 7500 Dispatch Positions / Network Equipment	County Backup (2)	1 Lot	\$ 17,857.14	\$ 17,857.14
18	Installation of MCC 7500 Dispatch Positions / Network Equipment	Jail (1)	1 Lot	\$ 15,714.29	\$ 15,714.29
19	Installation of MCC 7500 Dispatch Positions / Network Equipment	Radio Shop (1)	1 Lot	\$ 15,714.29	\$ 15,714.29
20	Installation of MCC 7500 Dispatch Positions / Network Equipment	Novato PD (3)	1 Lot	\$ 18,857.14	\$ 18,857.14
21	Installation of MCC 7500 Dispatch Positions / Network Equipment	San Rafael PD (4)	1 Lot	\$ 23,885.71	\$ 23,885.71
22	Installation of MCC 7500 Dispatch Positions / Network Equipment	County Fire (3)	1 Lot	\$ 18,857.14	\$ 18,857.14
23	Installation of MCC 7500 Dispatch Positions / Network Equipment	Fairfax PD (1)	1 Lot	\$ 15,714.29	\$ 15,714.29
24	Portable Radio Programming	Portables	1,590	\$ 35.71	\$ 56,785.71
25	Mobile Radio (Dash Mount) Programming and Installation	Mobiles	1,052	\$ 428.57	\$ 450,857.14
26	Control Station (including back-up dispatch) Programming and Installation	Control Stations	197	\$ 971.43	\$ 191,371.43
29	Installation Services for all Microwave Equipment, Dishes, and DC	All Sites	1 Lot	\$ 573,235.00	\$ 573,235.00
30	Installation Services BDA at the Jail	Jail	1 Lot	\$ 124,571.43	\$ 124,571.43
31	NICE IP Logger Integration services	Dispatch	1 Lot	\$ 41,769.23	\$ 41,769.23
<b>Installation Subtotal</b>					<b>\$ 2,221,297.09</b>
<b>Project Management</b>					
30	Motorola Project Management Services	Project Management	1 Lot	\$ 1,163,900.00	\$ 1,163,900.00
31	Microwave Project Management Services	Project Management	1 Lot	\$ 61,988.57	\$ 61,988.57
<b>Project Management Subtotal</b>					<b>\$ 1,225,888.57</b>
<b>System Engineering</b>					
32	Motorola Project Engineering Services	Project Engineering	1 Lot	\$ 873,338.46	\$ 873,338.46
33	Microwave Project Engineering Services	Project Engineering	1 Lot	\$ 122,584.00	\$ 122,584.00
34	Motorola System Technologist Services	System Technologists	1 Lot	\$ 1,045,295.38	\$ 1,045,295.38
<b>System Engineering Subtotal</b>					<b>\$ 2,041,217.84</b>
<b>System Staging</b>					
35	Motorola CCSi System Staging	System Staging	1 Lot	\$ 314,409.00	\$ 314,409.00
<b>System Staging Subtotal</b>					<b>\$ 314,409.00</b>
<b>Coverage &amp; Acceptance Testing</b>					
36	Coverage Testing	CATP	1 Lot	\$ 90,307.69	\$ 90,307.69
37	Factory Acceptance Testing	FATP	1 Lot	Included	Included
38	System Acceptance Testing	SATP	1 Lot	Included	Included
<b>Coverage and Acceptance Testing Subtotal</b>					<b>\$ 90,307.69</b>
<b>Documentation</b>					
39	Project Documentation	Documentation	1 Lot	\$ 84,845.77	\$ 84,845.77
<b>Documentation Subtotal</b>					<b>\$ 84,845.77</b>
<b>Training</b>					
40	User Radio Operator Training		1 Lot	\$ 31,192.86	\$ 31,192.86



Item	Description	Site Name/Location	Qty.	Unit Cost	Extended Cost
41	Dispatch Console Operator Training		1 Lot	\$ 7,414.29	\$ 7,414.29
42	Dispatch Supervisor Training			Included	Included
43	System Manager Training		1 Lot	\$ 34,188.57	\$ 34,188.57
44	Technical and Maintenance Training		1 Lot	\$ 113,172.86	\$ 113,172.86
45	Microwave Training		1 Lot	\$ 35,005.47	\$ 35,005.47
<b>Training Subtotal</b>					<b>\$ 220,974.04</b>
<b>Warranty &amp; Maintenance (Radio System, Microwave, and Dispatch Consoles)</b>					
<i>Pricing is for Years 1-3, Years 4-15 are captured on tab C8</i>					
46	Remote System Monitoring (24/7)			Removed	Removed
47	Onsite Response and Repair (24/7)			Removed	Removed
48	Infrastructure repair			Included	Included
49	Annual Preventive Maintenance and Optimization			Removed	Removed
50	Technical Support Services (24/7)			Included	Included
51	Information Security Monitoring and Protection Services			Removed	Removed
52	System software maintenance (updates)			Removed	Removed
53	Software / Hardware refresh of Motorola P25 System via SUA Program at System Acceptance and prior to expiration of Warranty	Includes the channel expansion, NICE logging addition		\$ 2,156,874.00	\$ 2,156,874.00
54	Motorola System Manager Services (based on 100 days/yr during the 3 year warranty).			\$ 428,571.43	\$ 428,571.43
	WARRANTY SERVICE REDUCTION CREDIT Credit for removal of items 46-47, 49, 51-52				\$ (235,000.00)
<b>Warranty and Maintenance Subtotal</b>					<b>\$ 2,350,445.43</b>
<b>Other</b>					
55	Equipment Warehousing		1 Lot	\$ 64,285.71	\$ 64,285.71
56	Spectrum Modification Assistance		1 Lot	\$ 37,731.00	\$ 37,731.00
57	Spectrum Site Fingerprinting		1 Lot	\$ 94,285.71	\$ 94,285.71
58	Core Consolidation Services for existing ASTRO network		1 Lot	\$ 127,614.00	\$ 127,614.00
59	Tower Analysis for existing towers and drawing package for proposed new sites		1 Lot	\$ 585,277.69	\$ 585,277.69
<b>Other Subtotal</b>					<b>\$ 909,194.12</b>
<b>Total System Services Cost</b>					<b>\$ 9,458,579.56</b>

**Table C.4A – Proposal Pricing Form (Existing Site Development Cost)**

NOTE: Show unit cost per site where applicable

Item	Description	Site Name/Location	Qty.	Unit Cost	Extended Cost
<b>Towers (OPTIONAL)</b>					
1	Recommended Tower Replacement w/ up to 100' self supported tower, Incl. Freight	Mt. Tamaplais	1	\$ 57,743.00	\$ 57,743.00
2	Recommended Tower Replacement w/ up to 100' self supported tower, Incl. Freight	Wolfback Ridge	1	\$ 57,743.00	\$ 57,743.00
3	Recommended Tower Replacement w/ up to 100' self supported tower, Incl. Freight	Pt Reyes	1	\$ 57,743.00	\$ 57,743.00
4					
<b>Towers Subtotal</b>					<b>\$ 173,229.00</b>
<b>Shelters (OPTIONAL)</b>					
4	Recommended Replace RF Shelter, Incl. Freight	Wolfback Ridge	1	\$ 151,908.00	\$ 151,908.00
<b>Shelters Subtotal</b>					<b>\$ 151,908.00</b>
<b>Generator, Propane/Diesel Tanks, and ATS (OPTIONAL)</b>					
5	Replace RF shelter	Wolfback Ridge			Included in Shelter Package
<b>Generator, Propane/Diesel Tanks, and ATS Subtotal</b>					<b>Included</b>
<b>Construction Project Management (OPTIONAL)</b>					
6	Recommended Tower Replacement w/ up to 100' self supported tower	Mt. Tamaplais	1	\$ 12,025.00	\$ 12,025.00
7	Recommended Tower Replacement w/ up to 100' self supported tower	Wolfback Ridge	1	\$ 12,025.00	\$ 12,025.00
8	Recommended Replace RF shelter	Wolfback Ridge	1	\$ 12,025.00	\$ 12,025.00
9	Recommended Tower Replacement w/ up to 100' self supported tower	Pt Reyes	1	\$ 12,025.00	\$ 12,025.00
<b>Construction Project Management Subtotal</b>					<b>\$ 48,100.00</b>
<b>Construction Engineering (OPTIONAL)</b>					
10	Drawing Package & Recommended Eng Services for tower replacement (up to 100' self supported tower)	Mt. Tamaplais	1	\$ 61,083.00	\$ 61,083.00
11	Drawing Package & Recommended Eng Services for tower replacement (up to 100' self supported tower)	Wolfback Ridge	1	\$ 61,083.00	\$ 61,083.00
12	Drawing Package & Eng Services for Recommended RF Shelter Replacement	Wolfback Ridge	1	\$ 36,116.00	\$ 36,116.00
13	Drawing Package & Recommended Eng Services for tower replacement (up to 100' self supported tower)	Pt Reyes	1	\$ 61,083.00	\$ 61,083.00
<b>Construction Engineering Subtotal</b>					<b>\$ 219,365.00</b>
<b>Installation (OPTIONAL)</b>					
14	Recommended Tower Erection w/ up to 100' self supported tower	Mt. Tamaplais	1	\$ 26,990.00	\$ 26,990.00
15	Recommended Tower Erection w/ up to 100' self supported tower	Wolfback Ridge	1	\$ 26,990.00	\$ 26,990.00
16	Recommended Installation RF shelter, includes drawing package	Wolfback Ridge	1	\$ 32,513.00	\$ 32,513.00
17	Recommended Tower Erection w/ up to 100' self supported tower	Pt Reyes	1	\$ 26,990.00	\$ 26,990.00
<b>Installation Subtotal</b>					<b>\$ 113,483.00</b>
<b>Construction Work (OPTIONAL)</b>					
18	Recommended Tower Foundation & Grounding (Normal Soils, up to 100' self supported tower)	Mt. Tamaplais	1	\$ 53,961.00	\$ 53,961.00
19	Recommended Tower and RF Shelter Foundation & Grounding (Normal Soils, up to 100' self supported tower)	Wolfback Ridge	1	\$ 85,012.00	\$ 85,012.00
20	Recommended Tower Foundation & Grounding (Normal Soils, up to 100' self supported tower)	Pt Reyes	1	\$ 53,961.00	\$ 53,961.00
<b>Construction Work Subtotal</b>					<b>\$ 192,934.00</b>
<b>Total Optional Infrastructure Development Budget Cost - Existing Sites</b>					<b>\$ 899,019.00</b>

**Table C.4B – Proposal Pricing Form (Alternate Site Development Cost)**

NOTE: Show unit cost per site where applicable

Item	Description	Site Name/Location	Qty.	Unit Cost	Extended Cost
<b>Towers (OPTIONAL)</b>					
1	New Tower - Up to 100' height, Incl. Freight	Muir Beach	1	\$ 57,743.00	\$ 57,743.00
2	New Tower - Up to 100' height, Incl. Freight	Tomales	1	\$ 57,743.00	\$ 57,743.00
3	New Tower - Up to 100' height, Incl. Freight	Marshall	1	\$ 57,743.00	\$ 57,743.00
4	New Tower - Up to 100' height, Incl. Freight	Water Tank	1	\$ 57,743.00	\$ 57,743.00
<b>Towers Subtotal</b>					<b>\$ 230,972.00</b>
<b>Shelters (OPTIONAL)</b>					
5	VFP 12' x 20' x 9' Prefab Building, Incl. Freight	Muir Beach	1	\$ 151,908.00	\$ 151,908.00
6	VFP 12' x 20' x 9' Prefab Building, Incl. Freight	Tomales	1	\$ 151,908.00	\$ 151,908.00
7	VFP 12' x 20' x 9' Prefab Building, Incl. Freight	Marshall	1	\$ 151,908.00	\$ 151,908.00
8	VFP 12' x 20' x 9' Prefab Building, Incl.	Water Tank	1	\$ 151,908.00	\$ 151,908.00
<b>Shelters Subtotal</b>					<b>\$ 607,632.00</b>
<b>Generator, Propane/Diesel Tanks, and ATS (OPTIONAL)</b>					
9		Muir Beach			Included in Shelter Package
10		Tomales			Included in Shelter Package
11		Marshall			Included in Shelter Package
12		Water Tank			Included in Shelter Package
<b>Generator, Propane/Diesel Tanks, and ATS Subtotal</b>					
<b>Remote Site Equipment</b>					
13	Remote site control and RF equipment				Included in Table C2 - System Components
14	Remote site control and RF equipment licensing and software				Included in Table C2 - System Components
15	Antenna systems (Radio)				Included in Table C2 - System Components
16	Ancillary Support Equipment (e.g. UPS, dehydrators, etc.)				Included in Table C2 - System Components
17	Interoperability Gateway Devices				Included in Table C2 - System Components
<b>Remote Site Equipment Subtotal</b>					
<b>Microwave Network Equipment</b>					
18	Microwave control and RF equipment				Included in Table C2 - System Components
19	Microwave control and RF equipment software and licensing				Included in Table C2 - System Components
20	Antenna systems (Microwave)				Included in Table C2 - System Components
21	Ancillary Support Equipment (e.g. UPS, dehydrators, etc.)				Included in Table C2 - System Components
<b>Microwave Network Equipment Subtotal</b>					
<b>Construction Project Management (OPTIONAL)</b>					
22	Recommended Tower, Shelter, Site Development	Muir Beach	1	\$ 30,062.00	\$ 30,062.00
23	Recommended Tower, Shelter, Site Development	Tomales	1	\$ 30,062.00	\$ 30,062.00
24	Recommended Tower, Shelter, Site Development	Marshall	1	\$ 30,062.00	\$ 30,062.00
25	Recommended Tower, Shelter, Site Development	Water Tank	1	\$ 30,062.00	\$ 30,062.00
<b>Project Management Subtotal</b>					<b>\$ 120,248.00</b>
<b>Construction Engineering (OPTIONAL)</b>					
26	Recommended Engineering Services for recommended tower & shelter at new site	Muir Beach	1	\$ 19,737.00	\$ 19,737.00

Item	Description	Site Name/Location	Qty.	Unit Cost	Extended Cost
27	Recommended Engineering Services for recommended tower & shelter at new site	Tomales	1	\$ 19,737.00	\$ 19,737.00
28	Recommended Engineering Services for recommended tower & shelter at new site	Marshall	1	\$ 19,737.00	\$ 19,737.00
29	Recommended Engineering Services for recommended tower & shelter at new site	Water Tank	1	\$ 19,737.00	\$ 19,737.00
<b>Engineering Subtotal</b>					<b>\$ 78,948.00</b>
<b>Installation (OPTIONAL)</b>					
30	Tower Erection	Muir Beach	1	\$ 26,990.00	\$ 26,990.00
31	RF Shelter Installation		1	\$ 32,513.00	\$ 32,513.00
32	Tower Erection	Tomales	1	\$ 26,990.00	\$ 26,990.00
33	RF Shelter Installation		1	\$ 32,513.00	\$ 32,513.00
34	Tower Erection	Marshall	1	\$ 26,990.00	\$ 26,990.00
35	RF Shelter Installation		1	\$ 32,513.00	\$ 32,513.00
36	Tower Erection	Water Tank	1	\$ 26,990.00	\$ 26,990.00
37	RF Shelter Installation		1	\$ 32,513.00	\$ 32,513.00
<b>Installation Subtotal</b>					<b>\$ 238,012.00</b>
<b>Other</b>					
<b>Construction Work (OPTIONAL)</b>					
38	Recommended Tower and RF Shelter Foundation & Grounding (Normal Soils, up to 100' self supported tower). Includes \$30K est. for grading and power.	Muir Beach	1	\$ 115,012.00	\$ 115,012.00
39	Recommended Tower and RF Shelter Foundation & Grounding (Normal Soils, up to 100' self supported tower). Includes \$100K est. for roads, grading, leveling, power for greenfield installation	Tomales	1	\$ 185,012.00	\$ 185,012.00
40	Recommended Tower and RF Shelter Foundation & Grounding (Normal Soils, up to 100' self supported tower). Includes \$100K est. for roads, grading, leveling, power for greenfield installation	Marshall	1	\$ 185,012.00	\$ 185,012.00
41	Recommended Tower and RF Shelter Foundation & Grounding (Normal Soils, up to 100' self supported tower). Includes \$100K est. for roads, grading, leveling, power for greenfield installation	Water Tank	1	\$ 185,012.00	\$ 185,012.00
<b>Construction Work Subtotal</b>					<b>\$ 670,048.00</b>
<b>Total Optional Infrastructure Development Budget Cost - New Sites</b>					<b>\$ 1,945,860.00</b>

**Table C.5 – Proposal Pricing Form (Optional System Components Cost)**

NOTE: Show unit cost per site where applicable

Item	Description	Site Name/Location	Qty.	Unit Cost	Extended Cost
<b>System Control Equipment</b>					
1	<b>Geo Diverse Core (See items 2-4 below)</b>				
2	Equipment to Support Trunked Voice	Included (Moves co-located redundant zone core to 2nd location)			Included
3	Equipment to Support Trunked Data	Adds one Trunked Integrated Data Packet Data Gateway to DSR core	1 Lot		\$ 47,200.00
4	Geo Diverse Core Software and Licensing	DSR Licensing and System Notification Software	1 Lot		\$ 22,500.00
5	<b>ISSI (connection for additional RFSS, see items 6-10 below)</b>				
6	ISSI 8000 Manual Roaming License	Includes capacity to process 10 Simultaneous Talkgroup Calls	1 Lot		\$ 63,750.00
7	ISSI 8000 Automatic Roaming License for first connection	Includes capacity to process 10 Simultaneous Talkgroup Calls	1 Lot		\$ 170,000.00
8	ISSI 8000 Automatic Roaming License for each connection (2-5)	Includes capacity to process 10 Simultaneous Talkgroup Calls	1 Lot		\$ 85,000.00
9	ISSI 8000 Automatic Roaming License for each connection (6+)	Includes capacity to process 10 Simultaneous Talkgroup Calls	1 Lot		\$ 8,500.00
10	ISSI 8000 Add 10 Additional Simultaneous Talkgroups Capacity License		1 Lot		\$ 42,500.00
11	<b>Interoperability Gateway Device (per device)</b>	Enhanced High Density Conventional Channel Gateway	1 Lot		\$ 7,650.00
12	<b>Smartphone interface equipment to P25 system to support additional users (show in increments with price breaks to expand base system)</b>	Included			Included
13	<b>Smartphone interface equipment software and licensing additional users</b>				
14	WAVE Communication Channel with Radio System Integration	Integrated with LMR Talkgroup via WAVE Radio Gateway	25	\$ 2,545.75	\$ 63,643.75
15	WAVE Communication Channel - Broadband Only (No Radio System Integration)	These channels do not communicate with a radio system	1	\$ 845.75	\$ 845.75
16	WAVE Mobile Communicator	Android & IOS	250	\$ 250.75	\$ 62,687.50
17	WAVE Desktop Communicator	Includes Plug-in-Panel	1	\$ 675.75	\$ 675.75
18	WAVE Recording Session	Required for each concurrent recording session	1	\$ 1,100.75	\$ 1,100.75
<b>System Control Equipment Subtotal</b>					<b>\$ 576,053.50</b>
<b>Simulcast Control Equipment</b>					
19	<b>Geo-diverse Simulcast Control Equipment to support required system</b>			1 Lot	
20	East Cell Geo-Diverse Simulcast Prime Equipment and Licensing	Includes 10 GCM Comparators, One GCP Site Controller, One TRAK 9100 GPS and Two Equipment Racks	1 Lot	1 Lot	\$ 305,949.40
21	West Cell Geo-Diverse Simulcast Prime Equipment and Licensing	Includes 4 GCM Comparators, One GCP Site Controller, One TRAK 9100 GPS and One Equipment Rack	1 Lot	1 Lot	\$ 163,690.90
22	<b>Geo-diverse Voting Control Equipment</b>	Included with Simulcast Control		1 Lot	
23	<b>Ancillary Support Equipment (e.g., UPS and similar)</b>	Included with Simulcast Control		1 Lot	
<b>Simulcast Control Equipment Subtotal</b>					<b>\$ 469,640.30</b>
<b>Network Management System</b>					
24	<b>Network Management Control Equipment (expansion)</b>	One NM Client License (TA206)	1 Lot	1 Lot	\$ 637.50
25	<b>Network Management Remote Site Equipment (expansion)</b>	One SDM3000 Remote Terminal Unit	1 Lot	1 Lot	\$ 960.00
26	<b>Network Management Terminals (expansion)</b>	One HP Z440 Network Management Terminal w/ Keyboard and Mouse (Monitor not included)	1 Lot	1 Lot	\$ 3,370.25
<b>Network Management System Subtotal</b>					<b>\$ 4,967.75</b>
<b>Recommended Spare Equipment (list)</b>					
27	<b>Master Site Spares</b>	One DL380 Power Supply One DL380 Harddrive One DL380 G9 Fan One DL380 G9 DVD Drive DAS Harddrive DAS Power Supply	1 Lot	1 Lot	\$ 2,874.05
28	<b>Prime Site / RF Spares</b>	Two Four Port DDM Cards Eight GGM8000 Gateways Eight Ethernet LAN Switches Eight GCP/GCM/GPB FRUs Eight G-Series Power Supplies Eight Fan FRUs Eight 7/800 MHz Transceiver FRUs Eight 7/800 MHz Power Amplifier FRUs Four 9dBd RX Antennas Four 6dBd TX Antennas	1 Lot	1 Lot	\$ 122,907.20
29	<b>Console Spares</b>	Four Desktop Speakers Four Headset Jacks Four Z440 Workstations Four VPMs w/ AES Encryption Four Ethernet Switches	1 Lot	1 Lot	\$ 69,516.00
<b>Recommended Spare Equipment Subtotal</b>					<b>\$ 195,297.25</b>
<b>Other</b>					
30	<b>Microwave Dish Ice Shields</b>	Ice Shields for all new microwave dishes	1 Lot	1 Lot	\$ 87,802.00
31	<b>BDA/DAS for Cal-Park Tunnel &amp; Installation</b>		1 Lot	1 Lot	\$ 107,140.00
<b>Other Subtotal</b>					<b>\$ 194,942.00</b>

**Table C.6 – Proposal Pricing Form (User Radio Cost)**

Item	Description	Qty.	Model/Item/Option/ Part #	Unit cost	Extended Cost
<b>Portable Radios</b>					
1	<b>Basic Tier Portable:</b> 700/800 MHz, Project 25 - Phase 2, w/battery, belt clip, standard antenna, IP54 rated (minimum), display with limited keypad (3-6 keys), 512 modes/channels	0	APX4000 Model 2	\$ 2,521.22	\$ -
<b>Basic Tier Portable Totals</b>					<b>\$ -</b>
2	<b>Mid-Tier Portable:</b> 700/800 MHz, Project 25 - Phase 2, w/battery, belt clip, standard antenna, IP67 rated (minimum), display with limited keypad, 512 - 1000 modes/channels	1590	APX6000 Model 2	\$ 3,312.96	\$ 5,267,606.40
<b>Mid-Tier Portable Totals</b>					<b>\$ 5,267,606.40</b>
3	<b>High Tier Portable:</b> 700/800 MHz, Project 25 - Phase 2, w/battery, belt clip, standard antenna, IP67 rated (minimum), display with full keypad, 1000+ modes/channels	0	APX6000 Model 3	\$ 3,570.88	\$ -
<b>High Tier Portable Totals</b>					<b>\$ -</b>
4	<b>Multi Band High Tier Portable:</b> 700/800 MHz, Project 25 Phase 2, w/battery, belt clip, standard antenna, IP67 rated (minimum), display with full keypad, 1000+ modes/channels	0	APX8000 Model 3	\$ 5,588.98	\$ -
<b>Multi-Band High Tier Portable Totals</b>					<b>\$ -</b>
<b>Mobile Radios</b>					
5	<b>Basic Tier Mobile:</b> 35W Dash Mount, 700/800 MHz, Project 25 - Phase 2 with OTAP software, microphone, external speaker, cables, fusing, mounting hardware, coaxial cable, unity gain antenna, IP54 rated (minimum), display with limited keypad, 512 modes/channels	0	APX1500	\$ 2,545.85	\$ -
<b>Basic Tier Mobile Totals</b>					<b>\$ -</b>
6	<b>Mid-Tier Mobile:</b> 35W Dash Mount, 700/800 MHz, Project 25 - Phase 2 with microphone, external speaker, cables, fusing, mounting hardware, coaxial cable, unity gain antenna, IP54 rated (minimum), display with limited keypad, 513 -1000 modes/channels	1052	APX4500	\$ 2,793.85	\$ 2,939,130.20
<b>Mid-Tier Mobile Totals</b>					<b>\$ 2,939,130.20</b>
7	<b>High Tier Mobile:</b> 35W Dash Mount 700/800 MHz, Project 25 - Phase 2 with OTAP software, microphone, external speaker, cables, fusing, mounting hardware, coaxial cable, unity gain antenna, IP54 rated (minimum), display with full keypad, 1000 plus modes/channels	0	APX6500	\$ 3,652.55	\$ -
<b>High Tier Mobile Totals</b>					<b>\$ -</b>
8	<b>Multi-Band High Tier Mobile:</b> 35W Dash Mount 700/800 MHz, Project 25 - Phase 2 with microphone, external speaker, cables, fusing, mounting hardware, coaxial cable, unity gain antenna, IP54 rated (minimum), display with full keypad, 1000 plus modes/channels	0	APX8500	\$ 5,420.17	\$ -
<b>Multi-Band High Tier Mobile Totals</b>					<b>\$ -</b>
<b>Control Station &amp; Special Application Radios</b>					
9	<b>Control Stations w/Antenna &amp; Lines:</b> 35W APX4500 control station configuration Phase 2 with desk microphone, speaker, coaxial cable, yagi antenna, surge protector	197	APX4500	\$ 4,049.59	\$ 797,769.23
<b>Control Station w/Antenna &amp; Lines Totals</b>					<b>\$ 797,769.23</b>
10	<b>Existing UHF Backup Control Stations Replacements w/Antenna &amp; Lines:</b> 35W APX7500 consolette, 700MHz Phase 2, coaxial cable, yagi antenna, surge protector	18	APX7500 Consolette	\$ 6,531.83	\$ 117,572.94
<b>Replacement Control Station w/Antenna &amp; Lines Totals</b>					<b>\$ 117,572.94</b>
14	<b>Warranty &amp; Maintenance</b>		Included in Radio Models & Services Tab		
15	<b>Other</b>				
16	Encryption Key loader				
	<i>List associated key loader cables separately for each type required. i.e., mobile, portable, system interface, etc.</i>				
17	KVL Key Loader for encrypted radios (includes cables)		1	\$ 3,101.50	\$ 3,101.50
<b>Warranty, Maintenance, &amp; Other Totals</b>					<b>\$ 3,101.50</b>
<b>Total User Radio Costs</b>					<b>\$ 9,125,180.27</b>

**Table C.7 – Proposal Pricing Form (User Radio Options Cost)**

Item	Description	Model/Item/Option/Part #	Qty.	Unit Cost (List)	Unit Cost (Discounted)	Extended Cost
<b>Portable Radios</b>						
1	<b>Optional Portable Radio Models</b>					
2	Basic Radio - Intrinsicly safe	N/A	1			
3	Mid-Tier Radio - Intrinsicly safe	QA02006 / ENH: APX6000XE	1	\$ 800.00	\$ 496.00	\$ 496.00
4	High Tier - Radio Intrinsicly safe	QA02006 / ENH: APX6000XE	1	\$ 800.00	\$ 496.00	\$ 496.00
5	Multi-band High Tier Radio - Intrinsicly safe	QA02006 / ENH: APX8000XE RUGGED RADIO	1	\$ 800.00	\$ 496.00	\$ 496.00
6	<b>Battery Options</b>					
7	Standard Li-ion	PMNN4485 / BATT IMPRES 2 LIION R IP68 2550T	1	\$ 127.00	\$ 78.74	\$ 78.74
8	Standard NiMh	NNTN7037 / BATT IMP STD IP67 NIMH 2100M 2300T BLK	1	\$ 125.00	\$ 77.50	\$ 77.50
9	Standard Li-Polymer	N/A	1			N/A
10	High Capacity (3000 mAh or better) Li-ion	PMNN4487 / BATT IMPRES 2 LIION R IP68 4850T	1	\$ 162.00	\$ 100.44	\$ 100.44
11	High Capacity (3000 mAh or better) NiMh	N/A	1			N/A
12	High Capacity ( 3000 mAh or better) Li-Polymer	N/A	1			N/A
13	Ruggedized Li-ion	PMNN4504 / UL LI-ION 3400MAH BLK	1	\$ 150.00	\$ 93.00	\$ 93.00
14	Ruggedized NiMh	N/A	1			N/A
15	Ruggedized Li-Polymer	N/A	1			N/A
16	<b>Additional Features and Accessories</b>					
17	Integrated GPS	Included / With Portables	1			Included / With Portables
18	External GPS (e.g., With speaker mic )	N/A	1			N/A
19	Vehicular Charger	NNTN7624B / IMPRES VEHICULAR CHARGER (FULL KIT)	1	\$ 429.00	\$ 265.98	\$ 265.98
20	Remote speaker microphone without antenna	NMN6274A / IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRDJACK	1	\$ 369.00	\$ 228.78	\$ 228.78
21	Remote speaker microphone without antenna	HMN4104B / IMPRES RSM DSPLY W JACK, W CHNL	1	\$ 413.00	\$ 256.06	\$ 256.06
22	Remote speaker microphone without antenna	PMMN4083A / IMPRES RSM DELTA-T,	1	\$ 125.00	\$ 77.50	\$ 77.50
23	Remote speaker microphone with antenna	PMMN4060B & PMAF4002A / PSM IP55 WITH 3.5MM JACK RX 24IN & 700 MHz	1	\$ 192.00	\$ 119.04	\$ 119.04
24	Remote speaker microphone with keypad	N/A	1			N/A
25	Remote speaker microphone with Amplified	N/A	1			N/A
26	Bluetooth remote speaker microphone	RLN6554A / ACCESSORY KIT,APX WIRELESS RSM W/ DUC US/NA/JP/TW	1	\$ 300.00	\$ 186.00	\$ 186.00
27	Bluetooth remote speaker microphone	RLN6544A / MISSION CRITICAL WIRELESS RSM W/ BATTERY AND CLIP	1	\$ 250.00	\$ 155.00	\$ 155.00
28	Headset: Wired	PMLN5101A / IMPRES TEMPLE TRANSDUCER	1	\$ 250.00	\$ 155.00	\$ 155.00
29	Headset: Bluetooth	RLN6490A / XBT HEADSET BTN, HEAVY DUTY HEADSET, BT	1	\$ 699.00	\$ 433.38	\$ 433.38
30	Wireless (e.g. Wi-Fi, Bluetooth, LTE, LMR) connectivity for OTAP	QA09001 / ADD: WIFI CAPABILITY	1	\$ 300.00	\$ 186.00	\$ 186.00
31	Vehicular adapter – provides in vehicle portable radio battery charging, mobile microphone, amplified speaker, transmit power amplifier, external antenna	NNTN8527A / CHR IMPR VEH ADAPT INT	1	\$ 1,400.00	\$ 868.00	\$ 868.00
32	OTAR (Mid/High/Multi Tiers Only)	Q498 / ENH: ASTRO 25 OTAR W/ MULTIKEY	1	\$ 740.00	\$ 458.80	\$ 458.80
33	OTAP	G996 / ADD: PROGRAMMING OVER P25 (OTAP)	1	\$ 100.00	\$ 62.00	\$ 62.00
34	AES encryption	Q629 / ENH: AES ENCRYPTION	1	\$ 475.00	\$ 294.50	\$ 294.50

Item	Description	Model/Item/Option/Part #	Qty.	Unit Cost (List)	Unit Cost (Discounted)	Extended Cost
35	Multi-key	H869 / ENH: INCLUDED W/ OTAR: MULTIKEY	1	\$ 330.00	\$ 204.60	\$ 204.60
<b>Mobiles &amp; Control Station Radios</b>						
36	<b>Optional Mobile Radio Models</b>					
37	Basic Radio: Remote (split) mount	N/A	1			N/A
38	Mid-Tier Radio: Remote Split Mount	G67 / ADD: REMOTE MNT W/ 17' CBL, REMOVES DASH MNT	1	\$ 172.00	\$ 106.64	\$ 106.64
39	High Tier Radio: Remote Split Mount	G67 / ADD: REMOTE MNT W/ 17' CBL, REMOVES DASH MNT	1	\$ 172.00	\$ 106.64	\$ 106.64
40	<b>Optional Control Station Models</b>	N/A				
41	<b>Additional Features and Accessories</b>					
42	Data interface cables	Q157 / ADD: APX DATA CABLE	1	\$ 75.00	\$ 46.50	\$ 46.50
43		HKN6184C / CABLE CTRL HD, PROGRAMMING,USB	1	\$ 52.00	\$ 52.00	\$ 52.00
44	Extended length control cables	HKN6167B / CABLE, O5 REMOTE MOUNT, 15M	1	\$ 75.00	\$ 75.00	\$ 75.00
45	Extended length control cables	HKN6166 / CABLE, O5 REMOTE MOUNT, 75 FT	1	\$ 80.00	\$ 80.00	\$ 80.00
46	Extended length control cables	HKN6165 / CABLE, O5 REMOTE MOUNT, 115 FT	1	\$ 105.00	\$ 105.00	\$ 105.00
47	Extended length control cables	G610 / ADD: O2 REMOTE MOUNT CBL 30 FEET	1	\$ 25.00	\$ 15.50	\$ 15.50
48	Extended length control cables	G609 / ADD: O2 REMOTE MOUNT CBL 50 FEET	1	\$ 35.00	\$ 21.70	\$ 21.70
49	Extended length control cables	G607 / ADD: O2 CBL REMOTE MOUNT 75 FEET	1	\$ 45.00	\$ 27.90	\$ 27.90
50	Extended length control cables	G879 / ADD: O2 REMOTE MOUNT CBL 115 FEET	1	\$ 55.00	\$ 34.10	\$ 34.10
51	Extended length control cables	G582 / ADD: O2 REMOTE MOUNT CABLE 131 FT	1	\$ 65.00	\$ 40.30	\$ 40.30
52	Extended length power cables	HKN4192 / POWER CABLE, 20 FOOT TO 12V BATTERY	1	\$ 38.25	\$ 23.72	\$ 23.72
53	User activated external weatherproof speaker (outside vehicle)	TDN6251 / SPEAKER SIREN, ROUND W/CHROME & BLACK	1	\$ 329.00	\$ 240.17	\$ 240.17
54	Call alert/page feature for horn/lights	W116 / ADD: EXTERNAL ALARM AND RELAY CABLE	1	\$ 75.00	\$ 46.50	\$ 46.50
55	Siren speaker interface	GA00814 / ADD: DEK FOR WHELEN SIREN	1	\$ 105.00	\$ 65.10	\$ 65.10
56	Public address kits	N/A	1			N/A
57	OTAR (Mid/High/Multi Tiers Only)	Q498 / ENH: ASTRO 25 OTAR W/ MULTIKEY	1	\$ 740.00	\$ 458.80	\$ 458.80
58	AES encryption	Q629 / ENH: AES ENCRYPTION	1	\$ 475.00	\$ 294.50	\$ 294.50
59	Multi-key	H869 / ENH: INCLUDED W/ OTAR: MULTIKEY	1	\$ 330.00	\$ 204.60	\$ 204.60
60	High Gain Antenna	W484 / ALT: ANT 3DB GAIN 762-870MHZ	1	\$ 38.00	\$ 23.56	\$ 23.56
61	Low Profile Antenna	G174 / ADD: ANT 3DB LOW-PROFILE 762-870	1	\$ 43.00	\$ 26.66	\$ 26.66
62	Undercover/stealth antenna	N/A	1			N/A
63	Fire Station Alerting interface	HPN4007C / PS 14V 10A 117/240 VAC	1	\$ 296.00	\$ 296.00	\$ 296.00
64	Group Services	QA09008 / ADD: GROUP SERVICES - AUTO ALIAS UPDATE	1	\$ 150.00	\$ 93.00	\$ 93.00



**Table C.8 – Proposal Pricing Form (Post-Warranty Options Cost)**

Item	Description	Qty.	Unit Cost	Extended Cost
<p>Motorola is providing pricing for Post Warranty Services as two packages.</p> <p>1. Infrastructure Repair and Technical Support.</p> <p>2. The Motorola System Upgrade Agreement (SUA II) is comprehensive approach to technology refreshment of the ASTRO 25 system aligned with the Motorola lifecycle roadmap. The SUA II is a complete package of hardware, software and implementation services required to update the ASTRO 25 system on an annual basis to a level consistent the latest systems leaving the factory.</p>				
<b>System Infrastructure and Dispatch Console System Maintenance</b>				
1	<b>Tech Support and Infrastructure Replacement</b>			
2	Tech Support and Infrastructure Replacement Year 4	1 Lot		\$ 291,951.04
3	Tech Support and Infrastructure Replacement Year 5	1 Lot		\$ 300,709.60
4	Tech Support and Infrastructure Replacement Year 6	1 Lot		\$ 309,730.88
5	Tech Support and Infrastructure Replacement Year 7	1 Lot		\$ 319,022.81
6	Tech Support and Infrastructure Replacement Year 8	1 Lot		\$ 328,593.49
7	Tech Support and Infrastructure Replacement Year 9	1 Lot		\$ 338,451.30
8	Tech Support and Infrastructure Replacement Year 10	1 Lot		\$ 348,604.84
9	Tech Support and Infrastructure Replacement Year 11	1 Lot		\$ 359,062.98
10	Tech Support and Infrastructure Replacement Year 12	1 Lot		\$ 369,834.87
11	Tech Support and Infrastructure Replacement Year 13	1 Lot		\$ 380,929.92
12	Tech Support and Infrastructure Replacement Year 14	1 Lot		\$ 392,357.82
13	Tech Support and Infrastructure Replacement Year 15	1 Lot		\$ 404,128.55
<b>12 Year Price Total</b>				<b>\$ 4,143,378.10</b>
<b>Multi-Year Bundled Discount*</b>				<b>\$ (414,337.81)</b>
<p><i>This discount is for contracting for Years 4-15 with the Radio System, but does not require a capital purchase. A percentage of the discount will be applied to each year's payment.</i></p>				
<b>Total 12 Year Commitment Price</b>				<b>\$ 3,729,040.29</b>
<b>System Infrastructure and Dispatch Console Upgrades</b>				
14	System Upgrade Agreement (SUA II) Year 4	1 Lot	Includes the channel expansion, NICE logging addition	\$ 460,739.93
15	System Upgrade Agreement (SUA II) Year 5	1 Lot	Includes the channel expansion, NICE logging addition	\$ 466,269.04
16	System Upgrade Agreement (SUA II) Year 6	1 Lot	Includes the channel expansion, NICE logging addition	\$ 471,964.00
17	System Upgrade Agreement (SUA II) Year 7	1 Lot	Includes the channel expansion, NICE logging addition	\$ 477,829.81
18	System Upgrade Agreement (SUA II) Year 8	1 Lot	Includes the channel expansion, NICE logging addition	\$ 483,871.61
19	System Upgrade Agreement (SUA II) Year 9	1 Lot	Includes the channel expansion, NICE logging addition	\$ 490,094.65
20	System Upgrade Agreement (SUA II) Year 10	1 Lot	Includes the channel expansion, NICE logging addition	\$ 496,504.39
21	System Upgrade Agreement (SUA II) Year 11	1 Lot	Includes the channel expansion, NICE logging addition	\$ 503,106.43

Item	Description	Qty.	Unit Cost	Extended Cost
22	System Upgrade Agreement (SUA II) Year 12	1 Lot	Includes the channel expansion, NICE logging addition	\$ 509,906.52
23	System Upgrade Agreement (SUA II) Year 13	1 Lot	Includes the channel expansion, NICE logging addition	\$ 516,910.62
24	System Upgrade Agreement (SUA II) Year 14	1 Lot	Includes the channel expansion, NICE logging addition	\$ 524,124.81
25	System Upgrade Agreement (SUA II) Year 15	1 Lot	Includes the channel expansion, NICE logging addition	\$ 531,620.19
<b>12 Year Price Total</b>				<b>\$ 5,932,942.00</b>
<b>Multi-Year Bundled Discount*</b> <i>See Terms &amp; Conditions Below</i>				<b>\$ (1,483,235.50)</b>
<b>Total 12 Year Commitment Price</b>				<b>\$ 4,449,706.50</b>
<b>Microwave System</b>				
26	Nokia/ALU Maintenance & Upgrade Program includes: TS Gold - 16 hops 9500 MPR, 1 TSM8000 On-Site Response (by Day Wireless) Advanced Replacement (next day) - 16 hops 9500 MPR Software Subscription Plan - 16 shelves, Years 4-10 Local Spares Pool for continuous coverage, Years 11-15 Up to 2 Network refreshes over the maint. period.	1 Lot		\$ 1,745,454.55
<b>12 Year Price Total</b>				<b>\$ 1,745,454.55</b>
<b>Other Recommended Services</b>				
<b>User Radio Equipment</b>				
<b>Annual per unit maintenance cost (years 4-15)</b>				
	Basic portable		Motorola offers many options and custom programs for long term subscriber maintenance. We will work with the County to determine long term subscriber maintenance, based on quantity and configurations selected.	
	Mid-tier portable			
	High tier portable			
	Multi-band portable			
	Basic mobile			
	Mid-tier mobile			
	High tier portable			
	Multi-band mobile			
<b>Discount Schedule</b>				
<b>12 Year Total Maintenance &amp; Upgrade Total</b>				<b>\$ 11,821,774.65</b>
<b>Multi-Year Bundled Discount*</b> <i>See Terms &amp; Conditions Below</i>				<b>\$ (1,897,573.31)</b>
<b>Total 12 Year Commitment Price</b>				<b>\$ 9,924,201.34</b>

**\*Terms for Post Warranty Discounts**

This discount is for contracting for Years 4-15 with the Radio System, but does not require a capital purchase. A percentage of the discount will be applied to each year's Post Warranty payment for maintenance and upgrades.

At the end of the first year from the Effective Date and each year after, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase the current years and all future years' maintenance prices by the consumer price increase ("CPI") increase amount exceeding 3%. The All Urban Consumers - West Urban Consumer Price Index (Series ID CUUR0400SA0, CUUS0400SA0, All Items, Not seasonally adjusted with Base Period 1982-1984=100) shall be used as the measure of CPI for this price adjustment. The CPI percentage change calculation will take place once the annual average for each new year has been posted by the Bureau of Labor Statistics.

Item	Description	Qty.	Unit Cost	Extended Cost
<p>Customer affirms that a purchase order or notice to proceed is not required for subsequent years of service. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment per this Agreement.</p>				

**Table C.9 – User Radio Discount Schedule**

Item	Description	Qty.	Discount %	Discount Application Notes
<b>Discount Schedule</b>				
	<i>Motorola's User Radios proposed to Marin County on Table C6 - User Radio Cost are discounted 38% off list price. Additional discounts and offers are shown on Table C1 - Total Base System</i>			

**Table C.10 – Proposed Payment Milestones**

Item	Description	% of Total Cost	Estimated due date (days after contract execution)
<b>Payment Milestone (Contract Execution 12/19/16)</b>			
1	Completion of Kick off Meeting	10%	1/2/2017
2	Completion of Customer Design Review	10%	5/1/2017
3	Shipment of FNE from Staging	45%	10/23/2017
4	Completions of Installations (site by site)	25%	2/7/2018
5	System Acceptance or Beneficial Use	5%	11/16/2018
6	Final Acceptance	5%	5/17/2019
<b>Payment Terms</b>			
7	The County will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. The County will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the milestones.		
8	Subscriber Equipment will be billed 100% of Subscriber Contract Price as shipped		
9	Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations and civil work completed on a site-by-site basis, when applicable.		

**EXHIBIT "C"**  
**INSURANCE REDUCTION/WAIVER (if applicable)**

CONTRACTOR:

CONTRACT TITLE: COUNTY OF MARIN PROFESSIONAL SERVICES CONTRACT

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance			
Automobile Liability Insurance			
Workers' Compensation Insurance			
Professional Liability Deductible		\$ _____	

Please set forth the reasons for the requested reductions or waiver.


Contract Manager Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Extension: \_\_\_\_\_

Approved by Risk Manager: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "D"**  
**DEBARMENT CERTIFICATION**

By signing and submitting this Agreement, the CONTRACTOR is agreeing to abide by the debarment requirements as set out below.

A. The certification in this clause is a material representation of fact relied upon by COUNTY.

B. The CONTRACTOR shall provide immediate written notice to COUNTY if at any time the CONTRACTOR learns that its certification was erroneous or has become erroneous by reason of changed circumstances.

C. CONTRACTOR certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and CONTRACTOR further certifies to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;

ii. Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;

iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);

iv. Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.

D. The CONTRACTOR agrees by signing this Agreement that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

E. Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

**EXHIBIT "E"**  
**DEBARMENT CERTIFICATION**

Subcontractor agrees to abide by the debarment requirements as set out below.

A. The certification in this clause is a material representation of fact relied upon by COUNTY.

B. The subcontractor shall provide immediate written notice to COUNTY if at any time the subcontractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.

C. Subcontractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and subcontractor further certifies to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;

ii. Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;

iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);

iv. Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.

D. The subcontractor agrees by signing this Certificate that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.