XTS 5000 P25 PORTABLE RADIOS
INTENT-TO-CANCEL NOTICE

OVERVIEW

The purpose of this notification is to inform ASTRO 25 Subscriber owners of a cancellation of the XTS 5000 portable radio models on November 30, 2013. It is recommended that last time purchases be considered at this time to cover anticipated or planned customer expansion and lifetime spare units.

XTS 5000 Last Order Entry: October 31, 2013
All XTS 5000 ECAT (Electronic Price Pages) will be pulled from visibility no later than the second week of November 2013.

XTS 5000 Last Customer Scheduled Ship Date: November 30, 2013
(Schaumburg factory (SCOG))
No customer ship dates will be scheduled after this date.

XTS 5000 Last Field Service 5 years Support to conclude: December 31, 2018

MODELS/ OPTIONS CANCELLATION ROLLOUT

LISTED BELOW ARE THE XTS 5000 MODELS* -

RADIO MODEL	FREQUENCY	WATT	DESCRIPTION	APC
H18KEC9PW5AN	VHF (136-174)	1-6 Watt	XTS 5000 MODEL I PORTABLE	320
H18KEF9PW6AN	VHF (136-174)	1-6 Watt	XTS 5000 MODEL II PORTABLE	320
H18KEH9PW7AN	VHF (136-174)	1-6 Watt	XTS 5000 MODEL III PORTABLE	320
H18QDC9PW5AN	UHFR1 (380-470)	1-5 Watt	XTS 5000 MODEL I PORTABLE	320
H18QDF9PW6AN	UHFR1 (380-470)	1-5 Watt	XTS 5000 MODEL II PORTABLE	320
H18QDH9PW7AN	UHFR1 (380-470)	1-5 Watt	XTS 5000 MODEL III PORTABLE	320
H18SDC9PW5AN	UHFR2 (450-520)	1-5 Watt	XTS 5000 MODEL I PORTABLE	320
H18SDF9PW6AN	UHFR2 (450-520)	1-5 Watt	XTS 5000 MODEL II PORTABLE	320
H18SDH9PW7AN	UHFR2 (450-520)	1-5 Watt	XTS 5000 MODEL III PORTABLE	320
H18UCC9PW5AN	7/8 (764-870)	1-3 Watt	XTS 5000 MODEL I PORTABLE	721
H18UCF9PW6AN	7/8 (764-870)	1-3 Watt	XTS 5000 MODEL II PORTABLE	721
H18UCH9PW7AN	7/8 (764-870)	1-3 Watt	XTS 5000 MODEL III PORTABLE	721

*Including "R" Rugged XTS 5000 Portable Radio Models

NOTE: There is no dedicated accessory APC for this product, or Government Services Administration (GSA) requirements. There are no accessories being cancelled with this Intent to Cancel.

REPLACEMENT PRODUCT

The APX 7000 will replace the XTS 5000 and is currently available for order. This premier portable is equipped with leading technology for the most demanding conditions and is ideal for agencies requiring multiband interoperability and future expandability. Another alternative replacement solution to the XTS 5000 is the APX 6000 which is also currently available for order. The APX 6000 is the smallest full featured single-band P25 phase 2 capable portable radio advanced with voice and data technology.

Note: APX7000XE or APX6000XE are replacement solutions for "R" Rugged XTS 5000 Portable Radio Models

LISTED BELOW ARE THE APX 7000 MODELS -

RADIO MODEL	FREQUENCY	WATT	DESCRIPTION	APC
H97TGD9PW1AN	QA00569; 700/800 Primary Band QA00570; VHF Primary Band QA00571; UHFR1 Primary Band QA00572; UHFR2 Primary Band QA00573; 700/800 Secondary Band QA00574; VHF Secondary Band QA00575; UHFR1 Secondary Band QA00576; UHFR2 Secondary Band	NA	APX 7000 MODEL 1.5 PORTABLE	655
	VHF (136-174), 7/8 (764-870)	1-5W, 1-2.5W, 1-3W	NA	
	UHFR1 (380-470), 7/8 (764-870)	1-5W, 1-2.5W, 1-3W	NA	
	UHFR1 (380-470), VHF (136-174)	1-5W, 1-6W	NA	
	UHFR2 (450-520), 7/8 (764-870)	1-5W, 1-2.5W, 1-3W	NA	
	UHFR2 (450-520), VHF (136-174)	1-5W, 1-6W	NA	
	UHFR1 (380-470), UHFR2 (450-520)	1-5W, 1-5W	NA	
H97TGD9PW1AN + QA00577	NA	NA	APX 7000 MODEL 3.5 PORTABLE	655
H97TGD9PW1AN + QA00579	NA	NA	Enable Dual Band	655

LISTED BELOW ARE THE APX 6000 MODELS -

RADIO MODEL	FREQUENCY	WATT	DESCRIPTION	APC
H98KGD9PW5AN	VHF (136-174)	1-6 Watt	APX 6000 MODEL I PORTABLE	481
H98KGF9PW6AN	VHF (136-174)	1-6 Watt	APX 6000 MODEL II PORTABLE	481
H98KGH9PW7AN	VHF (136-174)	1-6 Watt	APX 6000 MODEL III PORTABLE	481
H98QDD9PW5AN	UHFR1 (380-470)	1-5 Watt	APX 6000 MODEL I PORTABLE	481
H98QDF9PW6AN	UHFR1 (380-470)	1-5 Watt	APX 6000 MODEL II PORTABLE	481
H98QDH9PW7AN	UHFR1 (380-470)	1-5 Watt	APX 6000 MODEL III PORTABLE	481
H98SDD9PW5AN	UHFR2 (450-520)	1-5 Watt	APX 6000 MODEL I PORTABLE	481
H98SDF9PW6AN	UHFR2 (450-520)	1-5 Watt	APX 6000 MODEL II PORTABLE	481
H98SDH9PW7AN	UHFR2 (450-520)	1-5 Watt	APX 6000 MODEL III PORTABLE	481
H98UCD9PW5AN	7/8 (764-870)	1-3 Watt	APX 6000 MODEL I PORTABLE	481
H98UCF9PW6AN	7/8 (764-870)	1-3 Watt	APX 6000 MODEL II PORTABLE	481
H98UCH9PW7AN	7/8 (764-870)	1-3 Watt	APX 6000 MODEL III PORTABLE	481

SERVICE IMPLICATIONS OF CANCELLATION

Aftermarket Product support will be available for XTS 5000 radios via commercially reasonable efforts up to 12/31/2018 through Customer Fulfillment Centers (CFC).

CONTACT INFORMATION

If you have specific questions regarding this notification, please contact -

MOTOROLA SOLUTIONS CUSTOMER FULFILLMENT CENTER
In the US and Canada, call 1-800-422-4210
In Latin America, Asia, Middle East, and Europe, call 1-847-538-8023
Federal Inquiries, call 1-800-826-1913

Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. **www.motorolasolutions.com**

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MOTOROLA

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

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

ARTICLE 1: SCOPE OF SERVICES

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

ARTICLE 2: THE COMPLETE AGREEMENT

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

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

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

ARTICLE 3: LEGAL AUTHORITY

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

ARTICLE 4: APPLICABLE LAWS

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

ARTICLE 5: INDEPENDENT CONTRACTOR

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

ARTICLE 6: END USER AGREEMENTS

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

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

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

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

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

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

ARTICLE 9: REPORTING REQUIREMENTS

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

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

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

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

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

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

ARTICLE 11: SEVERABILITY

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

ARTICLE 12: DISPUTES

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

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

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

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

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

ARTICLE 15: TERMINATION FOR CAUSE

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

ARTICLE 16: TERMINATION FOR CONVENIENCE

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

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

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

ARTICLE 18: GOVERNING LAW & VENUE

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

ARTICLE 19: PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS

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

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

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

ARTICLE 20: LIQUIDATED DAMAGES

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

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

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

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

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

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

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

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

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

Signed for Houston-Galveston Area Council, Houston, Texas: _____

Jack Steele, Executive Director

Attest for Houston-Galveston Area Council, Houston, Texas: _____

Deidre Vick, Director of Public Services

Date: _____, 20___

Signed for Motorola Solutions, Inc. Farmers Branch, Texas: _____

Printed Name & Title: Edward Fuerst MSSSI Vice President

Date: 4/30 2015

Attest for Motorola Solutions, Inc. Farmers Branch, Texas: _____

Printed Name & Title: Howard Cherice MSSSI V.P.

Date: 4/30 2015

Attachment A

Motorola Solutions, Inc.

Radio Communication/Emergency Response & Mobile Interoperability Equipment

Contract No.: RA05-15

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

OD	Consulting Services Project Management-Daily Rate*	$1,694
OD	Consulting Services System Engineer-Daily Rate*	$1,694
OD	Consulting Services Solution Architech-Daily Rate*	$2,033
OD	Consulting Services Internet Protocol Network Accessment-Daily Rate*	$2,033
OD	Consulting Servics IP Network Design and Integration-Daily Rate*	$2,033
OD	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	$2,033
OD	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	$2,033
APC DISCOUNTS PER ECAT PRICEBOOK		
001	Portable Radiophone (Portables)	20%
020	CAD Equipment	List
039	CAD Equipment	5%
068	CAD Equipment	10%
232	CAD Equipment	5%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
548	CAD Equipment	10%
702	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
153	Data Applications	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	13.50%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%

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

904	Lifecycle Services	List
905	Lifecycle Services	List
051	LTE	10%
052	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
375	LTE	List
708	LTE	17%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	26.50%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	10%
500	Mobile Stations	25%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
422	MOTOTRBO	10%
475	MOTOTRBO	10%
516	MOTOTRBO	10%
557	MOTOTRBO	10%
563	MOTOTRBO	10%
777	MOTOTRBO	10%
131	Network Products	10%
147	Network Products	10%

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

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

XTL 5000 P25 MOBILE RADIOS
INTENT-TO-CANCEL NOTICE

OVERVIEW

The purpose of this notification is to inform ASTRO 25 Subscriber owners of a cancellation of the XTL 5000 mobile radio models on November 30, 2013. It is recommended that last time purchases be considered at this time to cover anticipated or planned customer expansion and lifetime spare units.

XTL 5000 Last Order Entry: October 31, 2013
All XTL 5000 ECAT (Electronic Price Pages) will be pulled from visibility no later than the second week of November 2013.

XTL 5000 Last Customer Scheduled Ship Date: November 30, 2013
(Schaumburg factory (SCOG))
No customer ship dates will be scheduled after this date.

XTL 5000 Last Field Service 5 years Support to conclude: December 31, 2018

MODELS/ OPTIONS CANCELLATION ROLLOUT

LISTED BELOW ARE THE XTL 5000 MODELS -

RADIO MODEL	FREQUENCY	WATT	OUTPUT	DESCRIPTION	APC
M20URS9PW1AN	7/8 (764-870)	10-35 Watt	MID	XTL 5000 MOBILE 7/8 MHZ MID	500
M20QSS9PW1AN	UHFR1 (380-470)	10-40 Watt	MID	XTL 5000 MOBILE UHFR1 MID	585
M20QTS9PW1AN	UHFR1 (380-470)	25-110 Watt	HIGH	XTL 5000 MOBILE UHFR1 HIGH	585
M20SSS9PW1AN	UHFR2 (450-520)	10-45 Watt	MID	XTL 5000 MOBILE UHFR2 MID	585
M20KSS9PW1AN	VHF (136-174)	10-50 Watt	MID	XTL 5000 MOBILE VHF MID	585
M20KTS9PW1AN	VHF (136-174)	25-110 Watt	HIGH	XTL 5000 MOBILE VHF HIGH	585
M20WRS9PW1AN	900 (896-941)	10-30 Watt	MID	XTL 5000 MOBILE 900 MHZ MID	585

NOTE: There is no dedicated accessory APC for this product, or Government Services Administration (GSA) requirements. There are no accessories being cancelled with this Intent to Cancel.

REPLACEMENT PRODUCT

The APX7500 will replace the XTL 5000 and is currently available for order. This premier mobile is equipped with leading technology for the most demanding conditions and is ideal for agencies requiring multiband interoperability and future expandability. Another alternative replacement solution to the XTL 5000 is the APX 6500 which is also currently available for order. The APX 6500 single-band P25 mobile supports the O5 and O3 control heads and offers multiple installation configurations in an easy to install design.

LISTED BELOW ARE THE APX 7500 MODELS -

RADIO MODEL	FREQUENCY	WATT	OUTPUT	DESCRIPTION	APC
M30URS9PW1AN	7/8 (764-870)	10-35 Watt	MID	APX 7500 MOBILE 7/8 MHZ MID	656
M30QSS9PW1AN	UHFR1 (380-470)	10-40 Watt	MID	APX 7500 MOBILE UHFR1 MID	656
M30QTS9PW1AN	UHFR1 (380-470)	25-110 Watt	HIGH	APX 7500 MOBILE UHF R1 HIGH	656
M30SSS9PW1AN	UHFR2 (450-520)	10-45 Watt	MID	APX 7500 MOBILE UHFR2 MID	656
M30KSS9PW1AN	VHF (136-174)	10-50 Watt	MID	APX 7500 MOBILE VHF MID	656
M20KTS9PW1AN	VHF (136-174)	25-110 Watt	HIGH	APX 7500 MOBILE VHF HIGH	656
M30TSS9PW1AN	NA	NA	MID	APX 7500 MOBILE DUAL BAND MID	656
M30TXS9PW1AN	NA	NA	HIGH	APX 7500 MOBILE DUAL BAND HIGH	656

LISTED BELOW ARE THE APX 6500 MODELS -

RADIO MODEL	FREQUENCY	WATT	OUTPUT	DESCRIPTION	APC
M25URS9PW1AN	7/8 (764-870)	10-35 Watt	MID	APX 6500 MOBILE 7/8 MHZ MID	527
M25QSS9PW1AN	UHFR1 (380-470)	10-40 Watt	MID	APX 6500 MOBILE UHFR1 MID	527
M25QTS9PW1AN	VHF (136-174)	10-50 Watt	MID	APX 6500 MOBILE VHF MID	527
M25SSS9PW1AN	UHFR1 (380-470)	25-110 Watt	HIGH	APX 6500 MOBILE UHFR1 HIGH	527
M25KSS9PW1AN	UHFR2 (450-520)	10-45 Watt	MID	APX 6500 MOBILE UHFR2 MID	527
M25KTS9PW1AN	VHF (136-174)	25-110 Watt	HIGH	APX 6500 MOBILE VHF HIGH	527

SERVICE IMPLICATIONS OF CANCELLATION

Aftermarket Product support will be available for XTL 5000 radios via commercially reasonable efforts up to 12/31/2018 through Customer Fulfillment Centers (CFC).

CONTACT INFORMATION

If you have specific questions regarding this notification, please contact -

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