

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

**Amendment No 15 to Guilford County Contract No. 36460-04/95-211 for
800 MHz Radio System**

THIS AGREEMENT is hereby made and effective on July 1, , by and between GUILFORD COUNTY, on behalf of its Emergency Services Department, hereinafter referred to as the "COUNTY," and the CITY OF GREENSBORO, on behalf of its Technical Services Division, hereinafter referred to as the "CITY," and also collectively referred to as the "PARTIES."

W I T N E S S E T H :

WHEREAS, The CITY and COUNTY have collaborated in a joint Public Safety Radio System since 1995 to benefit the communications of public safety responders, and have determined that there are mutual interests and advantages for the COUNTY and CITY to maintain this relationship; and,

WHEREAS, the CITY and COUNTY desire to reaffirm their commitment to a shared ownership Agreement through promulgation of this new Amendment to an existing Interlocal Agreement; and,

WHEREAS, the PARTIES reaffirmed their ownership interests in a multitude of amendments, the most recent of which was Amendment #14 hereto, which was executed in June 2021 and,

WHEREAS, the current system was facing technical obsolescence of components, as well as needing technology enhancements not supported by current infrastructure; and,

WHEREAS, the PARTIES have committed significant capital funds to complete an enhancement of the system over a multi-year improvement process to upgrade the existing radio system to a P25 system, completing work in FY20; and,

WHEREAS, the COUNTY and the CITY mutually desire to assure that the radio infrastructure is maintained in a high state of readiness and on current technology platforms; and,

WHEREAS, the COUNTY has begun negotiations with the CITY for a new Interlocal Agreement that will supersede existing Maintenance Agreements that have been in place since 1999 (GUILFORD COUNTY Contract No. 36460-12/98-152) and this Infrastructure Agreement (GUILFORD COUNTY Contract No. 36460-04/95-211); and,

WHEREAS, pursuant to the authority of Chapter 160A, Article 20, Section 461 *et seq.* of the North Carolina General Statutes, the Parties are authorized to enter into this Fifteenth (15th) Amendment to the Interlocal Agreement in order to pursue the above stated goals;

NOW, THEREFORE, for the purpose and subject to the terms and conditions hereinafter set forth, it is hereby agreed as follows:

1. The CITY has been in negotiations with Motorola for maintenance agreements, and recently finalized a renewal for a six-year term to align to Fiscal Years 24-29; and;
2. The COUNTY agrees to a five-year term on this agreement, to align to the timing of the supplemental agreements with Genesis and MCM Technology;
3. The Parties agree that this Amendment serves primarily to allow the COUNTY to pay for 50% of contract system maintenance in Fiscal Year 24 through Fiscal Year 28. Per previous interlocal agreements, the City of Greensboro serves as the primary maintenance contractor of the system and has primary responsibility for negotiation of maintenance agreements with Motorola and its subcontractors. **Attachment A** is the recent history of major system upgrades.
4. **Attachment B** is the FY24 through FY28 maintenance agreement with Motorola. For the five-year term, this amount shall not exceed \$3,424,965.43, with payments divided as outlined in the attachment and the COUNTY agrees to annual installment payments to the CITY upon being billed; and
5. The COUNTY agrees to a 50% share of the costs of purchase, installation, training, and maintenance on Genesis GenWatch3 which allows for monitoring, management, and reporting on Motorola voice and data systems (**Attachment C**). For the five-year term, this amount shall not exceed \$53,496.17, with payments divided as outlined in the attachment and the COUNTY agrees to annual installment payments to the CITY upon being bill
6. The COUNTY agrees to a 50% share of costs for subscriptions paid to MCM Technology for asset tracking. (**Attachment D**). For the five-year term, this amount shall not exceed \$76,441.34, with payments divided as outlined in the attachment and the COUNTY agrees to annual installment payments to the CITY upon being billed.
 - a. The COUNTY will have access to the MCM Technology to confirm appropriate assets are tracked in the system ~~and can update as needed~~.
7. The COUNTY will have a minimum of two (2) sets of system keys for programming radios belonging to the COUNTY.
8. Subject to compliance with County purchasing policy and legal requirements, the COUNTY agrees to purchase from PCTEL three (3) SeeHawk Monitor P25 Remote Test Units for spectrum analysis for interference testing of Distributed Antenna Systems (DAS) that could be detrimental to the function of the public safety radio system. The CITY has already purchased the equivalent amount of units to allow for a total of six (6) sites to triangulate interference on the system. The total amount is \$99,581.00 (**Attachment E**). This purchase will be coordinated with GM911 Technical Services to ensure full system compatibility and installation.
9. **Attachment F** is a summary of all known costing of system maintenance and monitoring agreements for the system for the term of this agreement to align to FY24-FY28.

10. In addition, the COUNTY will pay the City of Greensboro directly for maintenance of UHF and VHF paging infrastructure at a time and materials rate (**Attachment G**).
11. The COUNTY contribution for overhead of the City of Greensboro Guilford Metro 911 Technical Services Division has been previously defined in Amendment No. 6 and Amendment No. 7 and will be at a rate of \$106.24 per radio on the system as of July 1, 2023, for Fiscal Year 24 (**Attachment H**). The CITY OF GREENSBORO has asked for reconsideration of amount, seeking an increase to \$212.58. This amount may be separately negotiated by the respective Managers of the CITY and COUNTY.
12. All COUNTY payments will be paid directly to the CITY, who in turn will distribute to Motorola and other vendors, excluding UHF/VHF paging infrastructure maintenance.
13. The CITY and COUNTY both desire to have this new Interlocal Agreement approved by the GUILFORD COUNTY Board of Commissioners and the GREENSBORO City Council within Fiscal Year 2024 to supersede this Agreement and its many Amendments. This Amendment has an effective date of July 1, 2023, with a termination of June 30, 2028.
14. The CITY Technical Services Division will serve as the primary point of contact with the vendor, Motorola, for all upgrades, including the 800 MHz and UHF/VHF paging system maintenance.
15. The CITY and COUNTY, as equal owners in the system, will share the infrastructure upgrade expenditure on an equal basis (50/50 share), except for components eligible for funding with 911 surcharge funds (such as consoles) or enhancements that have specific benefit to only one Party (such as VHF/UHF paging which solely benefits COUNTY first responders).
16. All change orders must be reviewed and approved by the COUNTY prior to authorization by the CITY.
17. The CITY will have all expenditures approved by the COUNTY prior to authorizing the work to proceed.
18. This Agreement is subject to continued appropriation by the GUILFORD COUNTY Board of Commissioners, or other funding source, pursuant to N.C.G.S. §159-13.
19. Neither the CITY nor COUNTY will be allowed to enter into agreements for use of the 800 Mhz radio system or its infrastructure without the written consent of the other.
20. Any work in dispute will not be paid by the COUNTY until outstanding issues are resolved. The COUNTY reserves the right to hire an outside consultant to review any components of the system and make recommendations directly to the COUNTY.
21. All work by the vendor Motorola must be completed in a thorough and competent manner. This will be verified by testing individual components to insure no degradation of service.

22. The terms of this Agreement may only be modified or amended with a written Contract Amendment executed by both Parties.
23. Either Party may terminate this Agreement for any reason and without penalty upon one hundred eighty (180) days written notice to the other Party.
24. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. Both Parties will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.
25. All other provisions of Contract No. **36460-04/95-211** and its Amendments, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties or terminated as provided herein.

(The remainder of this page has been intentionally left blank.
The contract continues, including signatures, on the following page.)

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Recommended by: _____

Melanie Jones
Executive Director, Guilford Metro 911

Recommended by: _____

Lewis Cheatham
Technical Services Manager, Guilford Metro 911

CITY OF GREENSBORO

ATTEST:

Taiwo Jaiyeoba or designee
Greensboro City Manager

Angela Lord
Greensboro City Clerk

(CITY SEAL)

This instrument has been pre-audited in the
manner required by the Local Government
Budget and Fiscal Control Act.

Greensboro City Finance Officer

APPROVED AS TO FORM:

Charles Watts
Greensboro City Attorney

Attachment A**(History of Major System Upgrades)**

GM911 (Emergency Communications) has secured State 911 funds to pay for the MCC7500 consoles in the 911 center.

GM911 Console Upgrade MCC7500	\$1.82 Million	FY 14
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- Phase 1 is complete and paid in full by **both Parties** in the amount of \$4,990,688.28.
- Phase 2 is complete and paid in full by **both Parties** in the amount of \$4,122,799
- Phase 3 (also denoted as Year 1 of the MAP) is complete and paid in full by **both Parties** in the amount of \$2,293,762.00. This is the amount prior to removing paging.
- Phase 4 (also denoted as Year 2 of the MAP) is complete and paid in full by **both Parties** in the amount of \$2,408,688. This is the amount prior to removing paging.
- Phase 5 (also denoted as Year 3 of the MAP) is complete and paid in full by **both Parties** in the amount of \$2,405,126. This is the amount prior to removing paging
- Phase 6 (originally designated as Year 5 of the MAP but completed prior to the Year 4 MAP) is complete and paid in full by **both Parties** in the amount of \$4,702,133. This phase did not include any paging
- Phase 7 (also designated as Year 4 of the MAP is complete following a lengthy process for acquisition of land for the tower that met FAA and FCC requirements. Land was closed on by the COUNTY on June 6, 2019, and work was completed in FY20.
- Phase 8 Replacement of legacy microwaves and MAP was finalized in FY19 even though work continued on the Southeast tower

GUILFORD COUNTY CONTRACT NO. 90005813

Parent Contract 90003048

36460-04/95-211, AMENDMENT NO. 15

Maintenance and Project Pricing if Purchased Separately						28-Oct-13
DESCRIPTION	7/1/2014	7/1/2015	7/1/2016	7/1/2017	7/1/2018	TOTALS
Existing Maintenance (Includes all Existing Equipment)	\$334,229	\$501,780	\$548,352	\$564,804	\$581,747	\$2,530,913
SUA II	\$514,958	\$479,400	\$441,400	\$452,200	\$462,800	\$2,350,758
YEAR 1 Project (Tower & 14 Channels)	\$1,811,741					\$1,811,741
Maintenance Additions for YEAR 1 Project	warranty year	\$24,186	\$24,912	\$25,659	\$26,429	\$101,185
YEAR 1 Project (Paging)	\$0					\$0
Maintenance Additions for YEAR 1 Project (Includes 5 stations)	warranty year	\$16,949	\$17,457	\$17,981	\$18,521	\$70,908
YEAR 2 Project (Tower & 14 Channels)		\$1,775,422				\$1,775,422
Maintenance Additions for YEAR 2 Project		warranty year	\$24,912	\$25,659	\$26,429	\$77,000
YEAR 2 Project (Paging)		\$0				\$0
Maintenance Additions for YEAR 1 Project		warranty year	\$1,047	\$1,078	\$1,111	\$3,236
YEAR 3 Project (Tower & 14 Channels)			\$1,734,543			\$1,734,543
Maintenance Additions for YEAR 3 Project			warranty year	\$25,659	\$26,429	\$52,088
YEAR 3 Project (Paging)			\$0			\$0
Maintenance Additions for YEAR 1 Project			warranty year	\$1,078	\$1,110	\$2,188
YEAR 4 Project (Tower & 14 Channels)				\$1,859,487		\$1,859,487
Maintenance Additions for YEAR 4 Project				warranty year	\$26,429	\$26,429
YEAR 4 Project (Paging)				\$0		\$0
Maintenance Additions for YEAR 1 Project				warranty year	\$1,110	\$1,110
YEAR 5 Project (14 Channels @ 9 Sites)					\$4,475,284	\$4,475,284
SUB TOTAL (Maintenance & SUAII)	\$849,187	\$1,022,315	\$1,058,080	\$1,114,119	\$1,172,115	\$5,215,816
SUB TOTAL (Projects)	\$1,811,741	\$1,775,422	\$1,734,543	\$1,859,487	\$4,475,284	\$11,656,477
CUSTOMER LOYALTY SYSTEM DISCOUNT	(\$239,484)	(\$251,796)	(\$251,336)	(\$267,625)	(\$508,266)	(\$1,518,506)
	\$2,421,444	\$2,545,941	\$2,541,287	\$2,705,981	\$5,139,133	\$15,353,786
Loyalty Discount %	9.000000%	9.000000%	9.000000%	9.000000%	9.000000%	
PROPOSED Migration Assurance Plan (MAP)						
DESCRIPTION	7/1/2014	7/1/2015	7/1/2016	7/1/2017	7/1/2018	TOTALS
Maintenance / Projects Purchased Separately	\$2,421,444	\$2,545,941	\$2,541,287	\$2,705,981	\$5,139,133	\$15,353,786
Savings for MAP Multi-Year MAP Agreement	(\$207,014)	(\$216,619)	(\$216,516)	(\$230,427)	\$0	(\$870,577)
5 Year MAP - Payment Option (Spiked)	\$2,214,430.69	\$2,329,321.51	\$2,324,771.16	\$2,475,553.74	\$5,139,133	\$14,483,210
	8.5491858568%	8.5084134383%	8.5199415506%	8.5154828822%		
checksum	\$0.00	\$0.00	\$0.00	\$0.00		
<i>Maintenance / SUAII</i>						
<i>YEAR 1 Project (Tower & 14 Channels; Paging)</i>						
<i>YEAR 2 Project (Tower & 14 Channels; Paging)</i>						
<i>YEAR 3 Project (Tower & 14 Channels; Paging)</i>						
<i>YEAR 4 Project (Tower & 14 Channels; Paging)</i>						
<i>YEAR 5 Project (14 Channels @ 9 Sites)</i>						
NOTES: (1) At the end of the proposed MAP, the annual maintenance and SUA II pricing for 2019 will be \$1,195,557, or the City of Greensboro can renegotiate another long term MAP agreement with Motorola Solutions, Inc.						
(2) The annual payments for the proposed MAP agreements are due within 30 days of the contract start date.						
(3) All pricing is valid through December 15, 2013.						

GUILFORD COUNTY CONTRACT NO. 90005813

Parent Contract 90003048

36460-04/95-211, AMENDMENT NO. 15

Attachment B

(Motorola Maintenance Agreement)

GUILFORD COUNTY CONTRACT NO. 90005813

Parent Contract 90003048

36460-04/95-211, AMENDMENT NO. 15

Attachment C
**(Genesis GenWatch3
Maintenance Agreement)**

GUILFORD COUNTY CONTRACT NO. 90005813
Parent Contract 90003048
36460-04/95-211, AMENDMENT NO. 15



Questions?

Matt Davis@genesishworld.com

Essential Service Agreement

QUOTE #: GREENNC5YR1 1022A

End User: **Greensboro/ Guilford County, NC #0842**
Quoted To: **End User**
Attn: **Lewis Cheatham**
Quotation date: **11/10/2022**
Valid Through: **12/31/2023**
Dates Covered: **1/1/2024 - 12/31/2028**
Term Length: **5 Years**

SUMMARY - Essential Service Agreement includes telephone and remote support, system analysis, software updates and upgrades from 8:00 am-5:00 pm CST Mon. - Fri. System down emergencies are supported 24/7. On- site work, training, and hardware are excluded but can be quoted upon request.

SPECIAL NOTE - Greensboro, NC owns 3 separate Over The Air GenWatch3 Host systems which are not included in this maintenance agreement. Those systems can receive technical support via Time & Materials on an as-needed basis at the request of Greensboro, NC.

GSA Contract: MAS Consolidated Schedule 47QSM20R0001
Part Number - 54151

Details: 1/1/2024 - 12/31/2024		Qty	Per Year	Extended
1	GW3-ATIA for single zone including: GenSPOut, Genii8, PMI, & IMW	1	\$26,870.00	\$26,870.00
2	GSA Discount (Contract: GS-35F-0475Y-Schedule 70)	1	(\$6,717.50)	(\$6,717.50)
3			2024 Support Subtotal...	\$20,152.50
Details: 1/1/2025 - 12/31/2025		Qty	Per Year	Extended
4	GW3-ATIA for single zone including: GenSPOut, GenIIB, PMI, & IMW	1	\$27,676.10	\$27,676.10
5	GSA Discount (Contract: GS-35F-0475Y- Schedule 70)	1	(\$6,919.03)	(\$6,919.03)
6			2025 Support Subtotal...	\$20,757.07
Details: 1/1/2026 - 12/31/2026		Qty	Per Year	Extended
7	GW3-ATIA for single zone including: GenSPOut, GenIIB, PMI, & IMW	1	\$28,506.38	\$28,506.38
8	GSA Discount (Contract: GS-35F-0475Y- Schedule 70)	1	(\$7,126.60)	(\$7,126.60)
9			2026 Support Subtotal...	\$21,379.78

Continued on page 2...

The Gene5is Group (GenCore Candeo, Ltd.)
5800 Eagles Me,t Blvd., Tyler, TX 75703-- 903.787.7400-- <https://genesishworld.com/>

GUILFORD COUNTY CONTRACT NO. 90005813

Parent Contract 90003048

36460-04/95-211, AMENDMENT NO. 15

Details: 1/1/2027 - 12/31/2027		Qty	Per Year	Extended
10	GW3-ATIA for single zone including: GenSPOut, GenIIB, PMI, & IMW	1	\$29,361.57	\$29,361.57
11	GSA Discount (Contract: GS-35F-0475Y-Schedule 70)	1	(\$7,340.39}	(\$7,340.39}
12			2027 Support Subtotal...	\$22,021.18
Details: 1/1/2028 - 12/31/2028		Qty	Per Year	Extended
13	GW3-ATIA for single zone including: GenSPOut, GenIIB, PMI, & IMW	1	\$30,242.42	\$30,242.42
14	GSA Discount (Contract: GS-35F-0475Y -Schedule 70)	1	(\$7,560.61}	(\$7,560.61}
15			2028 Support Subtotal...	\$22,681.81
16			5-Year Payment Total...	\$106,992.34
17	Incentive if paying in full (locks in year-1 rate for all 5 years)	1	(\$6,229.84)	(\$6,229.84)
18			Lump Sum Total...	\$100,762.50

Purchase Instructions:

- PRICES:** All prices are expressed in U.S. Dollars and are payable in U.S. Dollars. Please make all checks and wire transfers payable to GenCore Candeeo, Ltd. Contact Genesis for Bank Wire Transfer Instructions.
- TAXES:** The above quoted price does not include any applicable state or local taxes. If applicable, they will be calculated at the time of purchase and reflected on your invoice.
- PAYMENT TERMS:** Submit Purchase Order to: Orders@genesisworld.com Net 30 days. Please remit payment to: GenCore Candeeo, Ltd., 5800 Eagles Nest Blvd., Tyler, Texas 75703
- SUPPORT:** Full list of provisions for the Genesis Essential Service Agreement are available upon request or online at: <https://genesisworld.com/serviceagreements>

I hereby agree to the above stated prices, terms and conditions set forth by The Genesis Group.

Printed Name

Title

Customer Signature (not required if issuing a Purchase Order)

Date

The Genesis Group (GenCore Candeeo, Ltd.)
5800 E.Eagles Nest Blvd., Tyler, TX 75703 -- 903 787 7400 -- <https://gene.isworld.com/>

Attachment D

Quote

(MCM Technology, LLC)
(Asset Tracking)

MCM Technology, LLC
Annual tracking



MCM Technology, LLC

3510 Vann Rd, Suite 105

Birmingham, AL 35235

205-655-8949

stacie@mcmtechnology.com

www.mcmtechnology.com

ADDRESS

Guilford Metro 911

PO Box 3136

Greensboro, NC 27402-3136

QUOTE

#

2000

DATE

09/29/2022

Activity

QTY

RATE

AMOUNT

5 YEAR QUOTE

MCM409PS-PO4

1

28,226.29

28,226.29

MCM Annual Supp011 and Maintenance Maintenance/Subscr/Period--
(July 1, 2023 - June 30, 2024) Number of Months in Period= 12

MCM409PS-PO4

1

29,355.34

29,355.34

MCM Annual Support and Maintenance Maintenance/Subscr/Period--
(July 1, 2024 - June 30, 2025) Number of Months in Period= 12

MCM409PS-PO4

1

30,529.55

30,529.55

MCM Annual Supp011 and Maintenance Maintenance/Subscr/Period--
(July 1, 2025 - June 30, 2026) Number of Months in Period= 12

MCM409PS-PO4

1

31,750.73

31,750.73

MCM Annual Support and Maintenance Maintenance/Subscr/Period--
(July 1, 2026 - June 30, 2027) Number of Months in Period= 12

MCM409PS-PO4

1

33,020.76

33,020.76

MCM Annual Supp011 and Maintenance Maintenance/Subscr/Period--
(July 1, 2027 - June 30, 2028) Number of Months in Period= 12

Greensboro/Guilford

AFTER REVIEW, PLEASE SEND A P.O. AND I WILL ISSUE AN INVOICE FOR PAYMENT.

Hosting, Support & Maintenance shall be renewable annually for any number of 12 month terms. The annual renewal rate shall be determined based upon the prevailing rates at the time of the renewal. At no time shall the renewal rate increase more than 5% over the prior year's rate.

All Pricing is quoted in US Dollars. Taxes are not included in pricing, and would be additional, if applicable, and would be the obligation of the customer.

SUBTOTAL 152,882.67

TAX 0.00

TOTAL **\$152,882.6**

GUILFORD COUNTY CONTRACT NO. 90005813
Parent Contract 90003048
36460-04/95-211, AMENDMENT NO. 15



EXHIBIT E
PCTEL - SeeHawk Monitor Remote Test Unit

Quotation

In accordance with your inquiry, PCTEL is pleased to quote the price on the requested items as follows:

Quote Number:	Q4100223 SHM-P25-3RTU-GUILNC-100223	Quote Date:	October 2nd, 2023
Customer:	Guildford County Government Emergency Services	PCTEL:	22600 Gateway Center Drive
	Attn: Jim Albright ES		Suite 100
	Director		Clarksburg, MD 20871
	1002 Meadowood St, Greensboro, NC 27409		
	336-641-6573		
tel:		tel:	813-528-5558
fax:			
email:	jalbrig@guilford-es.com	email:	joe.hill@pctel.com
end username:			
end user tel:			
end user email:			



Ordering Code	Description	Qty	Price (Each)	Extended Price
08920-01	SeeHawk Monitor P25 Remote Test Unit (RTU) w/ Spectrum Analysis & P25 Uplink	3	\$24,000	\$72,000
OP009A	Rack Mount, Dual Bracket/Shelf Kit, 19 Inch 1U (For SeeHawk Monitor Remote Test Unit)	3	\$95	\$285
09500-05	Public Safety Network Testing Solution – In-Building P25	1	\$21,520	\$21,520
08902-E	IBflex Base Platform (10 MHz to 6 GHz) with CDMA and EVDO Holdover	Included		
OP524-P25-Phases1-2	P25 Phase 1 and Phase 2 Technology Option	Included		
IBFLX-BD-CC	Public Safety Super Band (10 MHz to 1000 MHz).	Included		
09217-X	SeeHawk Public Safety Touch Data Collection Application with Permanent License (Includes Signal Analyzer, Indoor, Grid, P25 UL)	Included		
OP321	Tablet Computer, Samsung Galaxy TAB S8 11" - Black with Stylus	Included		
OP467	Leather Case, Samsung Galaxy TAB S8/S7 11"	Included		
OP604	IBflex Enhanced Power Scan (EPS) Option	Included		
OP452	ANT, Public Safety Band Antenna 136-174/380-520/764-870 MHz	Included		
OP412	Walk Test (Indoor) Kit - IBflex without indoor antenna(s). Bluetooth option must be ordered separately if not already installed on the IBflex . Includes the following: Battery Charger, OP412 Backpack, OP204 USB Data Cable, OP429 Batteries (Qty. 2), Op243 Universal Input AC/15VDC Adapter w/Power cord, Adapter, Connector Power Connector (European)	Included		
OP558	Indoor Antenna, 600 Mhz to 8.5 GHz	Included		
OP694	Hard Carrying Case w/Foam, SAI/DAS	Included		
Optional Items SUBTOTAL (excluding taxes and shipping)				\$93,805
SW056-X	SeeHawk Touch SW Outdoor Option with Permanent License (Supports 2G-5G and Critical Communications Technologies)	1	\$1,045	\$1,045
SW057-X	SeeHawk Touch SW Antenna Verification Test Option with Permanent License (Supports 2G-5G and Critical Communications Technologies)	1	\$1,570	\$1,570
FLX-CBL-WB	IBflex cable and antenna package. Includes: OP203 - Power Cable, Car lighter (9') OP204 - USB data Cable, OP034H - GPS Antenna, OP451 - ANT, 450 MHz – 6 GHz Multi-Band Mag Mount, High Performance, 12')	1	\$459.00	\$459
OP697	ANT, 136 - 174 MHz, 380 - 960 MHz Multi-Band Mag Mount, High Performance, 12'	1	\$164.00	\$164
OP416	Dual Battery Power Pack and Charger Kit - IBflex (Includes 2 batteries)	1	\$1,418	\$1,418
OP712	Model BPSG 6, CW and Programmable Sweep Transmitter Kit, 23.5 MHz to 6 GHz, 1 Port	1	\$1,120	\$1,120
OPT005-1	Certification Training for SeeHawk Touch Public Safety Package - 1/2 day at Neutral Site or Web Based for Multiple Customers	5	\$366	\$1,830
OPT005-1	Jurisdiction Training Free-of-Charge	5	(\$366)	(\$1,830)
TOTAL (excluding taxes and shipping)				\$99,581

- All purchase orders are subject to acceptance by confirmation in writing by PCTEL's authorized officer.

PCTEL Quotation Form (631002-TP Rev. AB)
22600 Gateway Center Drive Suite 100, Clarksburg, MD 20871 / Tel: +1 301 515 0036 / www. pctel.com
PCTEL Inc. © 2023



2. This Quotation is valid for thirty (30) days from Quote Date unless otherwise indicated.
3. Delivery of all Products ordered by Buyer shall be made, and title and risk of loss shall pass to Buyer in accordance with, EXW (Ex-Works) PCTEL's point of shipment.

The additional Terms and Conditions of Sale that follow are part of this Quotation.



General Terms and Conditions of Sale

SPECIAL NOTICE: As a result of the ruling by the United States Department of Commerce, Bureau of Industry and Security (BIS) on May 16, 2019 adding Huawei Technologies Co., Ltd. and 68 of its subsidiaries and affiliates (“Huawei”) to the Entity List maintained under the Export Administration Regulations, many of PCTEL’s test and measurement products (including its scanning receivers) cannot be sold directly or indirectly to Huawei unless authorized by a separate license issued by the Commerce Department or unless eligible for a Temporary General License. Please see the published notification from BIS ([Docket No. 190513445-9445-01](#)).

1. **Purchase Orders.** Any purchase order (“Purchase Order”) submitted by Buyer and accepted by PCTEL, Inc. (“PCTEL”), shall be subject to these General Terms and Conditions of Sale (these “General Terms”). PCTEL objects to any terms proposed by Buyer in a purchase order or otherwise, which add to, vary from or conflict with these General Terms. Any such proposed terms shall not operate as a rejection of these General Terms, but are deemed a material alteration, and these General Terms shall be deemed accepted by Buyer without said additional or different terms. “**Buyer**” as used in these General Terms shall refer to the purchaser, whether an individual, a partnership, a company or any other type of entity or organization. “**Product**” as used in these General Terms shall mean devices, receivers, transmitters, systems, copies of Software, related materials or documentation, and related parts and components sold or licensed to Buyer by PCTEL.

2. **Software.** “**Software**” shall mean the software, in object code form, or software programs incorporated in or provided directly or indirectly by PCTEL to be used in connection with the Products, including any corrections, updates, upgrades, enhancements, new releases, new versions, patches and other modifications made thereto. PCTEL expressly reserves all title and ownership in and to the Software (and all copies thereof), in any form. Title to the Software shall not pass to Buyer at any time. PCTEL will grant a personal, non-exclusive, non-transferable right and license to Buyer to install and/or use the Software solely as embedded in or in conjunction with the Products. Buyer will be prohibited from copying, distributing, modifying, adapting, reverse engineering, disassembling, or preparing derivative works of the Software.

3. **Price and Payment.** All invoices shall be paid in United States Dollars. Late charges will be imposed on past due accounts at an interest rate which shall be the lower of the maximum legal rate at the time the purchase order is accepted or 1.5% per month. PCTEL may request a deposit or progress payments in conjunction with custom Products or large Product orders. In all other cases, payment is due immediately prior to shipment of the Products to Buyer. The foregoing notwithstanding, if Buyer desires to purchase the Products on thirty (30) day credit terms, Buyer may complete the PCTEL Credit Application form (the “**Application**”) and submit it to PCTEL for consideration. If Buyer’s Application is approved by PCTEL in its sole discretion, Buyer may pay the invoiced amount of the Products within thirty (30) days of the date of the invoice. If Buyer is located in the United States, Buyer may pay the invoiced amount of the Products as follows: (i) by Automated Clearing House (ACH), (ii) by wire transfer of immediately available funds to the account specified by PCTEL, or (iii) if Buyer’s Application is approved, by corporate check in accordance with the instructions provided by PCTEL. If Buyer is located in a country other than the United States, payment must be made by wire transfer of immediately available funds to the account specified by PCTEL or by such other means of payment approved in writing by PCTEL. Product prices are exclusive of any federal, state, or local excise, sales, use, value added, or other taxes, customs, duties, or similar tariffs and fees, which shall be the responsibility of Buyer. Unless otherwise stated, prices do not include installation instruction or other special documentation costs, or costs for special packaging materials, each of which will be quoted separately based upon Buyer’s requirements.

4. **Delivery.** Delivery of all Products ordered by Buyer shall be made, and title and risk of loss shall pass to Buyer in accordance with, EXW (Ex-Works) PCTEL’s point of shipment. Buyer shall be solely responsible for the expenses associated with shipping, including shipping for return and redelivery of the Products to be upgraded. Warranty shipping is covered under 6(C). ICC Incoterms 2020 shall apply to international shipments, except insofar as the Incoterms may be inconsistent with the express provisions of these General Terms. PCTEL shall not be liable for failure to perform any obligation under any purchase order or any loss, damage, or delay due directly or indirectly to causes beyond the control and without the fault or negligence of PCTEL, including, without limitation: (i) acts of God or unusually severe weather conditions, including earthquake, storm, fire, or flood; (ii) acts of the public enemy, war, hostility, or invasion; (iii) civil disturbances, riots, or insurrections; (iv) public health issues, including epidemics and pandemics; (v) any accident, explosion, sabotage, or similar disruption; (vi) any labor difficulty (whether general, local, or confined to a particular group of employees, including but not limited to strikes, lockouts, work stoppages, or refusal to cross a picket line); and (vii) any transportation difficulty, wreck, accident, or traffic delay.

5. **Cancellation.** No cancellation or return of custom or special Products is permitted. PCTEL may, in its sole discretion, approve in writing the cancellation or return of certain standard Products, subject to a restocking fee.

6. **Inspection; Warranty.**

A. **Inspection.** Buyer shall promptly inspect the shipped Products for accuracy and completeness and shall notify PCTEL of any deficiency within ten (10) days of receipt. In the event Buyer fails to give written notice to PCTEL of any deficiency in the foregoing (specifying the basis of the claim in detail) within such time period, Buyer waives any claim related to such deficiency. In the event that PCTEL receives written notice of such a deficiency, PCTEL will promptly correct any short or incorrect shipment at its own expense and will repair or replace defective Products in accordance with the terms of paragraph 6(B).

B. **General Warranty.** PCTEL warrants that the Products furnished hereunder shall be free from defects in material and workmanship under normal use and operation for the following periods of time commencing with the date of shipment by PCTEL:

Warranty Period	Description of Products
5 years	MXflex®, and IBflex® scanning receivers ¹
3 years	Gflex® scanning receivers
2 years	HBflex™ and IBflex® Lite scanning receivers ²
1 year	SeeGull® CW Transmitters SeeWave® interference locating system hardware TX2440 mmWave Transmitter PCTEL battery products SeeHawk Monitor Remote Test Unit (RTU)
6 months	Antennas – OP318 and OP319 Amp mmWave Ant,24-40GHz
1 Year or Pass- Through Warranty Offered by applicable Third Party Manufacturer (whichever is greater)	CW Transmitter 23.5 MHz – 6.0 GHz (OP712) ³ Any other Products

¹ Except in situations involving an upgrade from:

- a SeeGull® MX Scanning Receiver to an a MXflex® scanning receiver, or
- an IBflex® model 0890x Scanning Receiver to an IBflex® model 0890x-E scanning receiver, or
- a SeeGull® EX or EXflex® scanning receiver to an IBflex® scanning receiver,

in which cases the warranty period shall be the longer of (i) 2 years or (ii) the remaining warranty period on the scanning receiver being upgraded.

² Except in situations involving an upgrade from an IBflex® or IBflex® Lite scanning receiver to an HBflex™ scanning receiver, in which case the warranty period shall be the shorter of (i) 2 years or (ii) the remaining warranty period on the scanning receiver being upgraded.

³ The 2 year pass-through warranty, as well as warranty service, are provided by AudioVideo BrandBuilder Corporation.

PCTEL does not provide a warranty on the SeeWave®, SeeHawk® Collect, SeeHawk® Touch, SeeHawk™ Central Software applications or any other Software. Software is licensed and not sold. Each license for SeeWave, SeeHawk Collect, and SeeHawk Touch includes a subscription for support and maintenance for an initial period. PCTEL may offer renewals or extensions of subscriptions for support and maintenance. SeeHawk Central is provided as SAAS on a subscription basis requiring maintenance of a subscription in order to continue using the Software/system and receiving support.

PCTEL Quotation Form (631002-TP Rev. AB)
22600 Gateway Center Drive Suite 100, Clarksburg, MD 20871 / Tel: +1 301 515 0036 / www. pctel.com
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PCTEL's sole and exclusive obligation under the foregoing warranty is, at its option, to repair or replace any defective Product that fails during the warranty period. The expense of removal and reinstallation of any item is not included in this warranty. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE WITH RESPECT TO THE PRODUCTS. Repair or replacement in the manner provided herein shall be the sole and exclusive remedy of the Buyer for breach of warranty and shall constitute fulfillment of all liabilities of PCTEL with respect to the quality and performance of the Products.

The foregoing warranty shall apply only if: (a) the Product has been properly installed and used at all times in accordance, in all material respects, with the applicable Product documentation; (b) no modification, alteration or addition has been made to the Product by persons other than PCTEL or PCTEL's authorized representatives or otherwise approved by PCTEL in writing; and (c) the Product has not been subjected to abuse, misuse, neglect or unusual physical, electrical or electromagnetic stress, or some other type of accident. PCTEL DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS IS ERROR-FREE OR THAT OPERATION WILL BE UNINTERRUPTED. IN NO EVENT SHALL PCTEL BE LIABLE FOR: (i) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES TO THE BUYER OR ANY THIRD PARTY, WHETHER THE CLAIM IS BASED UPON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, (ii) THE BUYER'S SELECTION OF PRODUCTS FOR THE BUYER'S APPLICATION, AND/OR (iii) FAILURE OF PRODUCTS TO MEET GOVERNMENT OR REGULATORY REQUIREMENTS. PCTEL'S MAXIMUM AGGREGATE LIABILITY TO THE BUYER SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY THE BUYER TO PCTEL FOR THE SPECIFIC PRODUCTS FROM WHICH LIABILITY ARISES. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY AND DAMAGES SHALL NOT APPLY TO DAMAGES FOR PERSONAL INJURY.

C. **Warranty Procedures.** In the event of a warranty claim, the Buyer must contact PCTEL to arrange for Product return. No Product will be accepted for replacement or repair without first obtaining a Return Material Authorization (RMA) number from the PCTEL website at www.pctel.com/support/product-returns-rma, or by contacting PCTEL Customer Service by telephone at 1-240-460-8833 or by email at support.rfsg@pctel.com. PCTEL reserves the right to inspect all defective Products. Products returned without an RMA number will not be processed and will be returned to the Buyer freight collect. The warranty period of any repaired or replaced Product shall not extend beyond the original term of the warranty on the Product repaired or replaced. Product to be repaired or replaced under warranty is to be returned, freight prepaid, to the following address with the assigned RMA number displayed on the box:

PCTEL, Inc.

Attn: RMA Coordinator
22600 Gateway Center Drive, Suite 100 Clarksburg, MD
20871 USA

D. **Confidential and Proprietary Information**. Any Software, information, data, drawings, pricing, manuals, and other documents (collectively, "Documents") transmitted by PCTEL to Buyer shall be deemed PCTEL Confidential Proprietary Information, shall remain PCTEL's property, shall be kept confidential by Buyer and its employees, agents, officers and directors, and shall be promptly returned to PCTEL at PCTEL's request. Buyer acknowledges that the Software contains valuable proprietary information and trade secrets of PCTEL and that unauthorized or improper use of Software may result in irreparable harm to PCTEL for which monetary damages would be inadequate and for which PCTEL will be entitled to immediate injunctive relief. Buyer shall not disclose, without PCTEL's written permission, any Documents to any other person (other than to Buyer's employees having a need to know, and its attorneys, accountants, and other professional advisors as reasonably necessary, or as required by law or pursuant to a court decree). The obligations of this Section shall survive cancellation, termination, or completion of Buyer's Purchase Order.

7. **Indemnification**.

A. **PCTEL Indemnification Obligations**. PCTEL shall defend Buyer in any lawsuit and pay (i) any damages finally awarded, or (ii) any settlement of such lawsuit as provided below (in either case, including but not limited to reasonable attorneys' fees) resulting from any third party claim alleging that the Product, when properly used as contemplated herein, directly infringes any copyright, trade secret or U.S. patent of any third party. THE FOREGOING STATES THE ENTIRE LIABILITY OF PCTEL, AND THE SOLE REMEDY OF BUYER, WITH RESPECT TO ANY ACTUAL OR ALLEGED

CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS. In the event of an infringement claim against Buyer as described above or in the event PCTEL believes such a claim is likely, PCTEL shall have the option, at its expense, to (i) modify the Product so that it is non-infringing; or (ii) obtain for Buyer a right to continue using the Product. If it is not commercially reasonable to perform either of the above options, then PCTEL may terminate Buyer's right to obtain, resell and use the Product.

B. **Exclusions.** Notwithstanding the foregoing, PCTEL shall have no obligation to indemnify Buyer pursuant to paragraph 8(A) above with respect to any infringement or alleged infringement resulting from, or relating to, (i) any modification to the Product made by any person other than PCTEL or its authorized representative, (ii) any modification made to the Product by PCTEL at Buyer's specific direction, (iii) any unauthorized use of the Product by Buyer, its customer, or any other third party, (iv) any use of the Product in combination with other products, devices, hardware, software, or data, where, but for such combination, no infringement involving the Product would have occurred, or (v) the CW Transmitter 35 MHz – 4.4 GHz (OP711).

C. **Buyer Indemnification Obligations.** Buyer shall defend PCTEL and its officers, directors and employees in any lawsuit and pay (i) any damages finally awarded, or (ii) any settlement of such lawsuit (in either case, including but not limited to reasonable attorneys' fees) resulting from any third party claim against PCTEL arising out of (a) any representations or warranties regarding the capabilities, performance, functional characteristics or compatibilities of the Product beyond or inconsistent with the description set forth in the documentation provided by PCTEL; (b) the sale, distribution or use of a Product in connection with any other product, device, hardware, software, or data offered by Buyer, except to the extent that any such claim arises out of any infringement claims covered by paragraph 8(A) after application of the exclusions in paragraph 8(B) above; (c) any breach by Buyer of its representations and warranties hereunder; or (d) any claim (including a claim for personal injury or property damage) asserting that any Product, when bundled with any other product, device, hardware, software or data or sold as a system using other such items, is defective or unreasonably dangerous or fails to comply with a warranty made by Buyer. THE FOREGOING PROVISIONS OF THIS PARAGRAPH (C) STATE THE ENTIRE LIABILITY OF BUYER, AND THE SOLE REMEDY OF PCTEL, WITH RESPECT TO ANY ACTUAL OR ALLEGED CLAIMS AS DESCRIBED IN SUBSECTIONS (a) THROUGH (d).

D. **Indemnification Procedures.** If a party entitled to indemnification under this paragraph 8 (an "**Indemnified Party**") makes an indemnification request to the other party ("**Indemnifying Party**"), the Indemnified Party shall permit the other party to control the defense, disposition or settlement of the matter at its own expense; provided that the Indemnifying Party shall not, without the consent of the Indemnified Party, enter into any settlement that imposes any obligations on the Indemnified Party other than the payment of monies that are readily measurable for purposes of determining the indemnification obligations of the Indemnifying Party. The Indemnified Party shall notify the Indemnifying Party promptly of any claim for which the Indemnifying Party is responsible and shall reasonably cooperate with the Indemnifying Party to facilitate the defense of any such claim.

8. **Export Restrictions.** Buyer agrees to comply with all applicable export laws, restrictions and regulations of the United States and any other relevant jurisdiction. This includes the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR), as well as all other laws, restrictions and regulations administered by the U.S. Department of Commerce, U.S. Department of State, U.S. Department of Defense, U.S. Department of Homeland Security, and any other relevant domestic or foreign agency or authority. Buyer agrees not to export, or allow the export or re-export, of any Products or related technical data in violation of any such laws, restrictions, or regulations. Buyer shall indemnify PCTEL for all liabilities, penalties, losses, damages, costs, or expenses (including attorneys' fees) incurred by PCTEL in connection with any violations of such laws, restrictions, and regulations.

9. **Choice of Law.** These General Terms shall be governed by and construed under the laws of the State of Illinois, excluding that body of law pertaining to conflict of laws. The rights and obligations of the parties shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sales of Goods.

10. **Dispute Resolution.** PCTEL and Buyer will attempt to settle any claim or controversy between them (other than disputes involving intellectual property) through good faith consultation and negotiation. If the parties are unable to settle any such dispute within thirty (30) days, the parties agree to settle such dispute (other than disputes involving intellectual property) through mediation or other form of alternate dispute resolution ("ADR"). If the parties are unable to agree on the form of ADR, the matter shall be submitted to arbitration to be arbitrated by one arbitrator. The ADR or arbitration proceeding shall take place in Cook County, Illinois and be conducted in the English language. Notwithstanding the foregoing, any dispute

with respect to intellectual property rights shall be submitted to the U.S. District Court for the Northern District of Illinois and not be referred to ADR or arbitration as described above.

11. **Notices.** All notices, demands, requests or other communications which may be or are required to be given, served, or sent by either party to the other party shall be in writing and shall be hand delivered or sent by courier, addressed to each party at the address shown on the relevant quotation, purchase order, confirmation, or invoice. Each party may designate by written notice a new address to which any notice, demand, request, or communication may thereafter be delivered, given, served, or sent. Documents delivered by hand shall be deemed to have been received upon delivery, and documents sent by courier shall be deemed to have been received upon receipt or at such time as delivery is refused by addressee upon presentation.
12. **Entire Agreement.** These General Terms and any documents in which they are referenced constitute the entire agreement between PCTEL and Buyer and supersede all prior understandings between PCTEL and Buyer and supersede all prior understandings or agreements on the subject matter.

(SeeHawk P25 Test Unit)

Attachment F

(Summary of all Costing of System Maintenance and Monitoring Agreements)

[illegible]

Attachment G

Paging maintenance quote (UHF & VHF paging Infrastructure

| GSO Radio Shop rate \$55 per hour [for FY24, and \\$150 per hour for FY25-FY28](#)

Materials will be paid at costs and supported by invoice

Attachment H

Annual overhead of the Greensboro Technical Services Radio Shop:

\$106.24 x number of Guilford County radios on the system as of July 1, 2023

\$106.24 x 2417 (actual) = \$256,782.08 payable in quarterly installments. Subject to adjustment, pending Manager negotiations