

# AGREEMENT FOR MULTI-SITE CAPACITY PLUS RADIO SYSTEM

This Agreement ("Agreement") is entered into by and between Gregory-Portland Independent School District, a Texas independent school district ("District"), and Victoria Communication Services, Inc. ("Contractor"), collectively referred to as the "Parties."

## 1. PARTIES

**District:** Gregory-Portland Independent School District  
1200 Broadway Blvd.  
Portland, Texas 78374

**Contractor:** Victoria Communication Services Inc.  
302 Kerh Blvd.  
Victoria, Texas 77904

## 2. RECITALS

WHEREAS, the District issued RFP #2526-05 for a Multi-Site Capacity Plus Radio System to support district-wide communications; and

WHEREAS, Contractor submitted a proposal with due date of April 16, 2026; and

WHEREAS, the District's Board of Trustees approved award of RFP #2526-05 to Contractor; and

WHEREAS, the Parties desire to enter into this Agreement for the furnishing, installation, programming, and support of the radio system described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

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## 3. CONTRACT DOCUMENTS

The following documents are incorporated into and made part of this Agreement by reference:

1. This Agreement;
2. RFP #2526-05 Multi-Site Capacity Plus Radio System, including all specifications, requirements, addenda, and attachments;

3. Contractor's complete RFP response and proposal submission, including all technical specifications, implementation representations, equipment lists, system designs, assumptions, schedules, warranties, service commitments, and pricing documents submitted in response to RFP #2526-05;
4. Contractor's Proposal/Quote dated April 15, 2026, revised May 8, 2026;
5. Any mutually executed written amendments, exhibits, statements of work, or change orders.

Contractor's representations, commitments, specifications, and responses contained in its RFP submission are material terms of this Agreement and are binding upon Contractor to the extent accepted by the District.

In the event of a conflict between documents, the order of precedence shall be:

1. This Agreement;
  2. District-issued RFP and addenda;
  3. Contractor's complete RFP response and technical proposal;
  4. Contractor's pricing quote and supporting materials.
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## 4. SCOPE OF SERVICES

The Parties acknowledge that the District's RFP #2526-05 and Contractor's submitted RFP response collectively define the required project deliverables, technical requirements, and implementation obligations for this project.

The following minimum requirements and deliverables from the RFP are expressly incorporated into this Agreement and shall be binding upon Contractor:

### 4.1 System Requirements

Contractor shall provide a Motorola MOTOTRBO™ Multi-Site Capacity Plus system, or approved equivalent, including:

- Six (6) sites connected via IP backhaul;
- Motorola SLR 5700 and/or SLR 8000 repeaters, or approved equivalent;
- Additional repeater capacity at Stephen F. Austin and Gregory-Portland High School;
- Duplexers, combiners, multicouplers, antennas, coaxial cabling, grounding, and lightning protection;
- Subscriber radios, accessories, and earpieces;
- Two (2) XPR5000 series control stations or approved equivalent;
- FCC licensing coordination and all required system licensing;
- Network integration requirements and bandwidth specifications.

## 4.2 Coverage and Performance Requirements

Contractor shall design and implement the system to provide:

- Seamless district-wide roaming;
- Increased system capacity;
- Interoperability among District departments including security, transportation, administration, and maintenance;
- Full outdoor coverage throughout the District;
- In-building coverage with a target of 20 dB inbound and outbound coverage.

## 4.3 Radio Deployment and Programming

Contractor shall furnish, configure, program, and deploy:

- Approximately sixty-six (66) R5 radios or approved equivalent;
- Approximately one hundred forty-one (141) SL3500e radios or approved equivalent;
- Approximately fifty (50) compatible earpieces;
- Programming and integration of approximately thirty-nine (39) existing bus radios.

Contractor shall also develop the District's talkgroup structure, including district-wide, administration, maintenance, transportation, emergency, and other operational talkgroups as coordinated with the District.

## 4.4 Testing and Validation

Contractor shall conduct complete system testing, programming verification, and coverage validation prior to final acceptance.

## 4.5 Equipment Standards

All equipment furnished under this Agreement shall be new. Refurbished, gray-market, or unauthorized equipment is prohibited unless specifically approved in writing by the District.

## 4.6 Warranty and Support

Contractor shall provide warranty and support coverage consistent with the representations contained in Contractor's RFP response and not less than the minimum standards required by the RFP, including a minimum five (5) year coverage period or equivalent manufacturer-supported coverage where applicable.

# 5. SCOPE OF SERVICES DETAIL

Contractor shall provide all labor, supervision, materials, equipment, software licensing, programming, installation, testing, configuration, project management, and related

services necessary to furnish and implement the Multi-Site Capacity Plus Radio System described in the RFP and Contractor's full RFP response, proposal, and quote.

All equipment, services, deliverables, technical specifications, performance standards, implementation commitments, and functionality described in Contractor's RFP response are incorporated into the scope of services as contractual obligations.

Services include, but are not limited to:

- Installation of repeater infrastructure equipment;
- Furnishing and programming handheld and control station radios;
- Installation of antennas, cabling, grounding, lightning arrestors, and associated infrastructure;
- FCC license coordination and modification services;
- Programming of existing compatible bus radios;
- Coverage validation and system testing;
- Training reasonably necessary for District personnel;
- Project management and implementation coordination.

Contractor shall perform the work in a professional and workmanlike manner consistent with industry standards.

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## 6. CONTRACT TERM

This Agreement shall commence upon full execution and continue until completion of all contracted services and final acceptance by the District, unless terminated earlier in accordance with this Agreement.

The anticipated implementation period shall occur during the 2026–2027 school year unless otherwise mutually agreed.

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## 7. COMPENSATION

The total contract amount shall not exceed:

**Three Hundred Ninety-One Thousand Forty-Two Dollars and Fifty-Nine Cents  
(\$391,042.59)**

Applicable taxes, if any, shall be handled in accordance with Texas law and the District's tax-exempt status.

Payment shall be made as follows:

- Fifty percent (50%) down payment upon execution of this Agreement and issuance of a valid purchase order;
- Remaining balance due within thirty (30) days after completion, system acceptance, and receipt of a valid invoice.

District shall not be obligated to pay any amount in excess of the approved contract amount unless authorized through a written change order executed by the District. An owner's contingency of \$5,000 is available for unexpected expenses.

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## 8. CHANGE ORDERS

Any changes to the scope, pricing, equipment quantities, specifications, or timeline must be approved in writing by the District prior to commencement of additional work.

No oral modifications shall be binding.

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## 9. DELIVERY, INSTALLATION, AND ACCEPTANCE

Contractor shall coordinate installation schedules with the District to minimize disruption to District operations.

All work on District property shall comply with District safety and security procedures.

Final acceptance shall occur after:

- Installation is complete;
- System functionality has been demonstrated;
- Required programming and testing are completed;
- Any punch-list items identified by the District are resolved.

District reserves the right to inspect all work and reject non-conforming equipment or services.

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## 10. WARRANTY

Contractor warrants that all services shall be performed in a professional and workmanlike manner.

Contractor further warrants that all equipment furnished under this Agreement shall be new unless otherwise disclosed in writing and shall include manufacturer warranties customarily provided for such equipment.

Contractor shall assist the District with warranty coordination during applicable warranty periods.

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## 11. INSURANCE

Contractor shall maintain commercially reasonable insurance coverage during the term of this Agreement, including:

- Commercial General Liability;
- Workers' Compensation as required by Texas law;
- Automobile Liability;
- Umbrella or Excess Liability, if maintained by Contractor.

Upon request, Contractor shall provide certificates of insurance to the District.

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## 12. CRIMINAL HISTORY REVIEW

To the extent applicable under Texas Education Code Section 22.0834, Contractor shall ensure compliance with all fingerprinting and criminal history review requirements for covered employees.

Contractor shall not permit employees with disqualifying criminal histories to have continuing duties related to District property or students.

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## 13. STUDENT SAFETY AND CONDUCT

Contractor personnel shall comply with all applicable District policies and campus procedures while on District property.

Contractor personnel shall not:

- Possess firearms, illegal drugs, or alcohol on District property;
- Use tobacco products where prohibited;
- Engage in inappropriate interactions with students;
- Access areas beyond those necessary for performance of services.

The District may require any Contractor employee to leave District property if the District determines such action is in the District's best interest.

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## 14. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an employee, agent, partner, or joint venturer of the District.

Contractor shall be solely responsible for compensation of its employees, payroll taxes, benefits, and compliance with applicable labor laws.

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## 15. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, and licensing requirements.

Contractor certifies that it is not ineligible to receive this Agreement under applicable Texas law.

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## 16. TEXAS CERTIFICATIONS

By execution of this Agreement, Contractor certifies that:

1. Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement if such certification is required under Texas Government Code Chapter 2271;
2. Contractor is not a company identified on the Texas Comptroller's lists relating to energy company boycotts or firearm entity discrimination, to the extent applicable;
3. Contractor is not engaged in business with foreign terrorist organizations as prohibited by Texas Government Code Chapter 2252.

If any certification becomes inaccurate during the term of this Agreement, Contractor shall immediately notify the District.

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## 17. FORCE MAJEURE

Neither Party shall be liable for delays or failures in performance caused by events beyond reasonable control, including acts of God, natural disasters, labor disputes, governmental actions, supply chain disruptions, or other unforeseeable events.

The affected Party shall provide prompt notice and resume performance as soon as reasonably possible.

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## 18. TERMINATION

### Termination for Convenience

The District may terminate this Agreement for convenience upon thirty (30) days written notice.

In such event, Contractor shall be compensated for authorized work satisfactorily performed through the effective date of termination.

### Termination for Cause

The District may terminate this Agreement immediately for cause if Contractor:

- Materially breaches this Agreement;
  - Fails to perform services in accordance with contract requirements;
  - Violates applicable law;
  - Fails to cure a default after reasonable written notice.
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## 19. LIMITATION OF AUTHORITY

No officer, employee, or agent of the District has authority to alter the terms of this Agreement unless expressly authorized by the District's Board of Trustees or authorized designee.

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## 20. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be construed as a waiver of any governmental or sovereign immunity available to the District under Texas law.

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## 21. VENUE AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas.

Venue for any legal action arising under this Agreement shall lie exclusively in San Patricio County, Texas.

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## 22. NOTICES

All notices required under this Agreement shall be in writing and delivered to the addresses below or such other address designated by either Party.

**District Notices:**

Gregory-Portland Independent School District  
Attn: Superintendent and Purchasing Coordinator  
1200 Broadway Blvd.  
Portland, Texas 78374

**Contractor Notices:**

Victoria Communication Services Inc.  
Attn: Patrick Russell  
302 Kerh Blvd.  
Victoria, Texas 77904

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## 23. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter herein.

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## 24. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT

By: Michelle Coyazos  
Name: Michelle Coyazos  
Title: Superintendent  
Date: 5/13/2020

VICTORIA COMMUNICATION SERVICES, INC.

By: Patrick Russell  
Name: Patrick Russell  
Title: Project Manager  
Date: 5/12/20