



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**HSE080027**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

\*709024003 02 304-253-0086  
 MOTOROLA, INC.  
 101 BLUFF ROAD  
 BECKLEY, WV 25801

**HOMELAND SECURITY & EMERGENCY  
 MANAGEMENT, DIVISION OF  
 BUILDING 1, ROOM EB80  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0360 304-558-5380**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/20/2008	NET 30 DAYS	SURFACE		NO CHARGE
BID OPENING DATE: 03/06/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		725-74	See Price Pages Attached	See Price Pages Attached
<p><b>TWO-WAY RADIOS, PORTABLE</b></p> <p>OPEN-END CONTRACT TO PROVIDE TWO-WAY PORTABLE RADIOS FOR THE WEST VIRGINIA DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT, PER THE SPECIFICATIONS.</p> <p>VENDORS MUST MEET ALL REQUIREMENTS OF THE SPECIFICATIONS. FAILURE TO MEET ANY AND ALL REQUIREMENTS SHALL DISQUALIFY THE BID.</p> <p>DELIVERY: DELIVERY SHALL BE MADE WITHIN 14 DAYS UPON RECEIPT OF THE ORDER. BID PRICE SHALL INCLUDE DELIVERY.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						

RECEIVED  
 MARCH 5 A 9:38  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Mark McNulty* Mark McNulty TELEPHONE (304) 253-0086 DATE March 4, 2008

TITLE MSSI Vice President FEIN 361115800 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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 MOTOROLA, INC.  
 101 BLUFF ROAD  
 BECKLEY, WV 25801

**HOMELAND SECURITY & EMERGENCY**  
**MANAGEMENT, DIVISION OF**  
**BUILDING 1, ROOM EB80**  
**1900 KANAWHA BOULEVARD, EAST**  
**CHARLESTON, WV**  
**25305-0360 304-558-5380**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/20/2008				

BID OPENING DATE: **03/06/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</b></p> <p><b>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</b></p> <p><b>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</b></p> <p><b>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001 EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88 PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE</p>						

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**4**

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PROPERTY

\*709024003 02 304-253-0086  
 MOTOROLA, INC.  
 101 BLUFF ROAD  
 BECKLEY, WV 25801

SHIP TO

HOMELAND SECURITY & EMERGENCY  
 MANAGEMENT, DIVISION OF  
 BUILDING 1, ROOM EB80  
 1900 KANAWHA BOULEVARD, EAST  
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 25305-0360 304-558-5380

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
AGENCY AS A CONDITION OF AWARD.  VENDOR PREFERENCE CERTIFICATE  CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).  A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:  <input type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR  <input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR  <input type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.						

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<p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF</p>						

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**6**

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\*709024003 02 304-253-0086  
 MOTOROLA, INC.  
 101 BLUFF ROAD  
 BECKLEY, WV 25801

**HOMELAND SECURITY & EMERGENCY**  
**MANAGEMENT, DIVISION OF**  
**BUILDING 1, ROOM EB80**  
**1900 KANAWHA BOULEVARD, EAST**  
**CHARLESTON, WV**  
**25305-0360 304-558-5380**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p>						
<p>***In addition to the State of West Virginia's General Terms and Conditions, which shall have precedence, Motorola's proposal is subject to the attached and incorporated Standard Terms and Conditions and Software License Agreement.</p>						
<p>BIDDER: <u>Motorola, Inc.</u></p>						
<p>DATE: <u>March 4, 2008</u></p>						
<p>SIGNED: <u><i>Mark McNulty</i></u>        Mark McNulty</p>						
<p>TITLE: <u>MSSI Vice President</u></p>						
<p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p>						
<p>NOTICE</p>						
<p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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**7**

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VENDOR

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 MOTOROLA, INC.  
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 BECKLEY, WV 25801

SHIP TO

**HOMELAND SECURITY & EMERGENCY**  
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID						
BUYER:		JOHN ABBOTT-----				
RFQ. NO.:		HSE080027-----				
BID OPENING DATE:		03/06/2008-----				
BID OPENING TIME:		1:30 PM-----				
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
		304-252-0427-----				
CONTACT PERSON (PLEASE PRINT CLEARLY):						
		Rich Culicerto-----				

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***** THIS IS THE END OF RFQ HSE080027 ***** TOTAL:						See Price Pages Attached

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**RFQ HSE08027**  
**DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT**  
**SPECIFICATIONS FOR PORTABLE HANDHELD RADIOS**

THE WEST VIRGINIA DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT (WHDHSEM) IS REQUESTING COMPETITIVE BIDS FOR PORTABLE HANDHELD RADIOS AS PER THE ATTACHED SPECIFICATIONS. THIS CONTRACT SHALL BE OPEN TO OTHER STATE AGENCIES AS WELL AS TO LOCAL GOVERNMENT AND MUNICIPALITIES.

ALL VENDORS BIDDING ON THE EQUIPMENT LISTED IN THE BELOW SPECIFICATIONS ARE REQUIRED TO SUBMIT IN WRITING, AN INDICATION THE PRODUCTS MEETS OR EXCEEDS THE SPECIFICATIONS SET FORTH. IF A VENDOR BIDS A PRODUCT WHICH DOES NOT MEET THE SPECIFICATIONS AS OUTLINED FOR THAT ITEM, BUT THEY BELIEVE EXCEEDS THE SPECIFICATIONS, THEN THE VENDOR IS REQUIRED TO SUBMIT THEIR EXCEPTIONS IN WRITING, SPECIFICALLY LISTING THE ITEM AND LINE-SPECIFICATION(S) IN WHICH THEY ARE TAKING EXCEPTION TO. VENDORS ARE ALSO REQUIRED TO SUBMIT A PRODUCT SHEET THAT SHALL INCLUDE **EACH ITEM LISTED** AND AT A MINIMUM: MANUFACTURE, MODEL NUMBER AND GENERAL SPECIFICATIONS FOR EACH ITEM.

**MEETS SPEC**  
**YES            NO**

A MOTOROLA XTS5000 MODEL 2, OR EQUAL PORTABLE (HANDHELD) RADIO CAPABLE OF OPERATING IN THE 403-470 MHZ BAND WITH A PROGRAMMABLE OUTPUT POWER OF 2 TO 5 WATTS SHALL BE PROVIDED.

\_\_\_\_\_

EACH CHANNEL SHALL BE CAPABLE VIA PROGRAMMING OF WIDE BAND AND NARROW BAND OPERATION. EACH CHANNEL SHALL BE INDIVIDUALLY PROGRAMMABLE WITH REGARD TO WIDEBAND/NARROWBAND OPERATION. THERE SHALL BE NO LIMITATIONS IN THE RADIO WITH REGARD TO WHAT CHANNELS MAY BE PROGRAMMED INTO THE RADIO.

\_\_\_\_\_

ALL CURRENTLY LICENSABLE FREQUENCIES SHALL BE CONSIDERED ACCEPTABLE TO THE UNIT.

\_\_\_\_\_

UNIT SHALL BE CAPABLE OF RECEIVING, TRANSMITTING, AND SCANNING A MINIMUM OF 255 CHANNELS WITH 2-CHANNEL PRIORITY SCAN OPERATION. SCAN LIST SHALL BE ABLE TO BE ESTABLISHED AT THE USER/KEYPAD LEVEL. SCANNING WILL BE ENABLED AND DISABLED BY DEPRESSING NO MORE THAN ONE BUTTON, ONE TIME.

RADIO SHALL HAVE AN ALPHANUMERIC DISPLAY WITH A MINIMUM OF 2 ROWS OF 12 CHARACTERS, INTELLIGENT POWER-SAVING FUNCTIONS TO PROLONG BATTERY LIFE AND A BACKLIT DISPLAY WITH BATTERY STATUS INDICATOR SO THE USER CAN MONITOR RELATIVE BATTERY POWER.

RADIO SHALL HAVE ID DISPLAY CAPABILITY.

CHANNEL SELECTION WILL BE BY WAY OF ROTARY KNOB TO SELECT A MINIMUM OF 16 CHANNELS IN A ZONE (MODE). SUBSEQUENT ZONE SELECTION TO ALLOW ACCESS MORE GROUPS OF FREQUENCIES WILL BE VIA OTHER CONTROLS OR BUTTONS.

RADIO SHALL HAVE PROGRAMMABLE ENCODE AND DECODE CAPABILITY FOR BOTH CTCSS TONES AND DIGITAL CODED SQUELCH WITH A MINIMUM OF ONE PAIR OF TONES, NOT NECESSARILY THE SAME, FOR EACH PROGRAMMED CHANNEL.

RECEIVER AUDIO STAGE SHALL BE CAPABLE OF A MINIMUM OF 250 MILLIWATTS OF AUDIO FROM THE INTERNAL SPEAKER.

RADIO SHALL INCLUDE SOFTWARE FOR P-25 CAI AND P-25 TRUNKED OPERATION. THIS SHALL INCLUDE ANY OTHER SOFTWARE NECESSARY TO ENABLE SEAMLESS ROAMING OPERATION ON THE WVIRP RADIO SYSTEM PRESENTLY BEING INSTALLED IN WEST VIRGINIA, AND OPERATIONAL IN HARRISON, MARION AND MONONGALIA COUNTIES.

A RAPID CHARGE, RECHARGEABLE BATTERY SHALL BE PROVIDED, CHARGING TO FULL CAPACITY IN FOUR HOURS OR LESS. THE BATTERY SHALL HAVE A MINIMUM OF 1500 MAH CAPACITY TO PROVIDE 8 HOURS OF OPERATION WHEN UTILIZING A DUTY CYCLE OF 5% TRANSMIT, 5% RECEIVE, AND 90% STANDBY PER TIA/EIA SPECIFICATIONS 903.

A SWIVEL MOUNTING PLATE FOR THE RADIO AND THE COMPATIBLE BLACK LEATHER SWIVEL BELT LOOP SHALL BE PROVIDED.

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A REMOTE MICROPHONE SHALL BE PROVIDED AND SHALL HAVE A SPRING CLIP TO ALLOW IT TO BE CLIPPED TO CLOTHING. THE MICROPHONE SHALL BE CAPABLE OF EXTENDING A MINIMUM OF 24 INCHES.

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A DESKTOP CHARGER SHALL BE PROVIDED TO ALLOW RAPID CHARGING FROM A 117V POWER SOURCE. THIS CHARGER SHALL BE EQUIPPED WITH INDICATION OF 1) CHARGING AND 2) CHARGER COMPLETION. THIS CHARGER SHALL BE CAPABLE OF A FAST AND TRICKLE CHARGE TO RETURN THE BATTERY TO A FULLY CHARGED CONDITION IN 4 HOURS OR LESS. THIS UNIT SHALL INCORPORATE A BUILT-IN BATTERY CONDITIONER.

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RADIOS MUST BE COMPATIBLE WITH AES ENCRYPTION. THIS ENCRYPTION METHOD WILL BE AN OPTION AVAILABLE BOTH AT THE TIME OF PURCHASE AND AS A LATER UPGRADE. AN AES ENCRYPTION KEY LOADER WILL ALSO BE LISTED AS AN OPTION AND SHALL INCLUDE ALL APPLICABLE CABLES. ANY NECESSARY HARDWARE TO ALLOW AES ENCRYPTION (IE. HARDWARE ENCRYPTION BOARD) SHALL BE INCLUDED IN THE RADIO AT TIME OF PURCHASE. THE ONLY OPTION SHOWN SHALL BE THE SOFTWARE REQUIRED TO ENABLE THE AES ENCRYPTION REGARDLESS IF ENCRYPTION IS PURCHASED INITIALLY WITH THE RADIO OR AT A LATER DATE.

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RADIO SHALL INCLUDE THE NECESSARY ANTENNA OR ANTENNA ADAPTOR TO BE PLACED IN A VEHICULAR CAR KIT. THIS ANTENNA SHOULD BE A "ONE-TIME" INSTALLATION ONLY.

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RADIOS SHALL INCLUDE A BELT LOOP CLIP.

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RADIO SHALL HAVE THE ABILITY TO BE PLACED IN A VEHICULAR MOUNTING KIT (CAR KIT). THIS CAR KIT MUST SIMULATE MOBILE RADIO CONDITIONS.

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THE CAR KIT WILL BE CAPABLE OF HOLDING THE RADIO IN A FASHION THAT DOES NOT ALLOW THE RADIO TO BE REMOVED WITHOUT FIRST DEPRESSING A BUTTON OR OTHER TYPE OF "LOCKING IN" MECHANISM.

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THE KIT WILL ALSO PROVIDE AN IN VEHICLE SPEAKER CONNECTED DIRECTLY TO THE KIT.

THE KIT NEEDS TO HAVE A CONNECTION FOR AN EXTERNAL, ROOF OR TRUNK TYPE ANTENNA. THIS CONNECTION FROM THE KIT TO THE RADIO SHALL HAVE NO USER INTERVENTION.

A STANDARD TYPE MICROPHONE WILL COME WITH THE KIT BUT AN OPTIONAL FULL FEATURED MICROPHONE NEEDS TO BE LISTED SEPARATELY. THE FULL FEATURE MICROPHONE SHALL HAVE THE ABILITY TO CONTROL VOLUME, CHANNEL, AND ZONE AT A MINIMUM.

THE CAR KIT ALSO NEEDS TO HAVE A MINIMUM OF A 20 WATT AMPLIFIER CAPABLE OF THE ENTIRE FREQUENCY RANGE OF THE RADIO LISTED AT THE BEGINNING OF THIS DOCUMENT.

BID SHALL INCLUDE A 2 YEAR PARTS AND LABOR WARRANTY. BID PRICE SHALL INCLUDE DELIVERY.

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Motorola, Inc., Mark McNulty, MSSI Vice President

Authorized Signature:  Date: March 4, 2008

## Standard Terms and Conditions of Sale

1. **Scope.** Motorola, Inc. or Printrak International, Inc., a Motorola company ("Seller") will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal dated 3/6/08. These terms and conditions, together with the Proposal, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal or to a Customer solicitation to which the Proposal responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.
2. **Price and Payment Terms.** The Contract Price is U.S. \$ Price depends on size of order off standing Purchase Order, excluding applicable sales, use, or similar taxes and freight. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within thirty (30) days after the invoice date. Seller will pre-pay and add all freight charges to the invoices. Title and risk of loss to equipment or parts will pass to Customer upon shipment. Title to software will not pass to Customer at any time. Seller will pack and ship all equipment, parts or software in accordance with good commercial practices.
3. **Software.** If this transaction involves software, any software owned by Seller ("Motorola Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-Motorola Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-Motorola Software.
4. **Express Limited Warranty and Warranty Disclaimer.** Motorola Software is warranted in accordance with the SLA. For one year from the date of shipment, Seller warrants that the equipment and parts under normal use and service are free from material defects in material and workmanship. These warranties do not apply to (i) defects or damage resulting from: use of the equipment, part, or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Seller; or Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship equipment or parts to the repair depot; (vi) scratches or other cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and (vii) normal or customary wear and tear. These express limited warranties are extended by Seller to the original user purchasing the products for commercial, industrial, or governmental use only, and are not assignable or transferable. If Customer gives notice of a valid warranty claim before the expiration of the warranty period, Seller will (at its option and at no additional charge to Customer) repair the defective product, replace it with the same or equivalent product, or refund the price of the defective product. This action will be the full extent of Seller's liability for a warranty claim. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Seller. **THESE WARRANTIES ARE THE COMPLETE WARRANTIES AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
5. **Delays and Disputes.** Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.
6. **LIMITATION OF LIABILITY.** Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. **SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.**
7. **Confidential Information and Preservation of Proprietary Rights.** The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-Motorola Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.
8. **Miscellaneous:** Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products. Customer will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the products. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

**Exhibit A**  
**Software License Agreement**

In this Exhibit A, the term "Licensor" means Motorola, Inc., ("Motorola") or Printrak International, Incorporated, a Motorola company ("Printrak"); "Licensee," means the Customer; "Primary Agreement" means the Standard Terms and Conditions of Sale to which this exhibit is attached; and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

**Section 1**            **DEFINITIONS**

- 1.1            "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2            "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3            "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4            "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5            "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6            "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7            "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**Section 2**            **SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

**Section 3**            **GRANT OF LICENSE**

- 3.1.            Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.
- 3.2.            If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

**Section 4**            **LIMITATIONS ON USE**

- 4.1.            Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.
- 4.2.            Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.
- 4.3.            Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto only one

other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

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

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

## **Section 5 OWNERSHIP AND TITLE**

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

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2. Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. **The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

## **Section 7 TRANSFERS**

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

## **Section 8 TERM AND TERMINATION**

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

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be

inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

#### **Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS**

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

#### **Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

#### **Section 11 LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

#### **Section 12 NOTICES**

Notices are described in the Primary Agreement.

#### **Section 13 GENERAL**

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

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola's Information Assurance Policy addresses the issue of security. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Motorola  
101 Bluff Rd.  
Beckley, WV 25801  
(304) 253-0086

**XTS5000 Portable with Vehicular Adapter Kit and Amplifier per RFQ HSE080027**

Item # 1	XTS5000 Portable with ASTRO CAI, Smartzone trunking, P25 9600 bd trunking, ID display UCM encryption hardware, leather swivel carry case, individual Impress smart charger, remote speaker microphone, 2 year parts and labor warranty (depot service), vehicular radio adapter kit with speaker, microphone and 20 watt amplifier.	H18QDF9PW6_N	\$ 5,522.00
Item # 2	AES Encryption at time of radio purchase or at a later date	Q629	\$ 380.00
Item # 3	Encryption Multi Key option if required at time of radio purchase or at later date	H869	\$ 264.00
Item # 4	Full Featured Microphone for vehicular radio kit	Q229	\$ 294.00

**Additional Price Breakout for Individual Items Availability**

Item # 5	XTS5000 portable radio with ASTRO CAI, Smartzone trunking, P25 9600 bd trunking, ID display, 2 year parts and labor warranty (depot service)	H18QDF9PW6_N	\$ 3,689.00
Item # 6	UCM encryption hardware	Q159	\$ 120.00
Item # 7	Leather swivel carry case	NTN8385	\$ 48.00
Item # 8	Individual Impress smart charger	NTN1873	\$ 132.00
Item # 9	Remote speaker microphone for XTS5000 portable radio	NMN6193	\$ 70.00
Item # 10	Vehicular radio adapter kit with speaker and microphone	N2001/Q760/Q147	\$ 1,064.00
Item # 11	UHF 20 watt amplifier	NLE1784	\$ 399.00



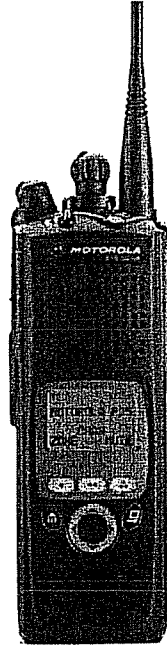
# ASTRO<sup>®</sup> XTS<sup>®</sup> 5000

## Digital Portable Radio



### MODEL I:

Large PTT button  
 Angled On/Off volume knob  
 Orange emergency button  
 Illuminated 16 position top mounted rotary knob  
 2 position concentric switch  
 3 position toggle switch  
 3 programmable side buttons  
 Transmit LED indicator  
 No keypad / No display  
 Up to 48 channels



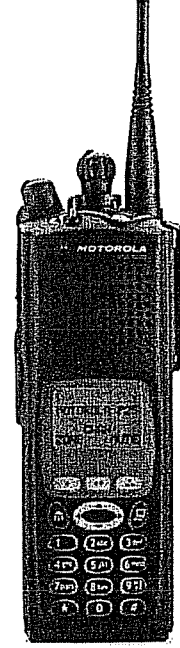
### MODEL II:

Same as XTS Model I features plus the following:  
 850 channels  
 Dial from pre-stored lists  
 Programmable soft keys for easy access to radio menu  
 Backlit Keypad
 

- 3 soft keys
- 3 navigation keys

 Full Bitmap Display
 

- 2 lines of icons
- 4 lines of text with 12 characters per line
- Status icons including battery and power indicator



### MODEL III:

Same as XTS Model I features plus the following:  
 850 channels  
 Dial from pre-stored lists or freeform  
 Programmable soft keys for easy access to radio menu  
 Backlit Keypad
 

- 3 soft keys
- 3 navigation keys
- 4 x 3 keypad

 Full Bitmap Display
 

- 2 lines of icons
- 4 lines of text with 12 characters per line
- Status icons including battery and power indicator

The XTS 5000 Project 25 Digital Radio is the toughest and most interoperable radio Motorola makes. It assures seamless, high quality communication in a robust design that stands up to the most demanding environments.

Motorola's IP-enabled portable two-way performer offers a full array of sophisticated features and progressive technology. Designed specifically for law enforcement, firefighters, emergency medical, military and federal agencies, the XTS 5000 digital portable radio is the preferred tool of life-saving professionals.

**SPECIFICATION SHEET**

ASTRO® XTS® 5000  
Digital Portable Radio

**FEATURES AND BENEFITS**

- GPS enabled using GPS Radio Speaker Microphone.
- Available in the 700/800 MHz, VHF, UHF R1 and R2 bands
- Trunking standards supported: clear or digital encrypted APCO P16 and APCO P25
- Capable of SmartZone, SmartZone Omnilink, SMARTNET, and Conventional System Configurations and ASTRO@25 Trunked Operation
- Narrow and wide bandwidth digital receiver (12.5 kHz / 25 kHz)
- Embedded digital signaling (ASTRO & ASTRO 25)
- Enhanced audio features
  - High quality, error corrected digital voice
  - Noise Reduction Software
  - Audio Gain Control
- Convenience Features
  - Time / Date
  - Digital Caller ID
- Ruggedized housing option available in traditional black or public safety yellow
- Enhanced encryption capability (optional)
- Utilizes Windows®-based Customer Programming Software (CPS)
  - Supports USB and RS-232 communications
  - Built in FLASHport™ support
- Meets Applicable Mil Specs 810C, D, E and F
- XTS 5000 VHF is now approved for FCC Rule Part 80, Maritime Services
- Compatible with most MTS and XTS accessories
- Interchangeable display labels

**TRANSMITTER – TYPICAL PERFORMANCE SPECIFICATIONS**

	700/800 MHz	VHF	UHF R1	UHF R2
Frequency Range/Bandsplits	700 MHz: 764-777, 794-806, 800 MHz: 806-824, 851-870	136-174 MHz	380-470 MHz	450-512 MHz
Channel Spacing	12.5 / 20 / 25 kHz	12.5/25 kHz	12.5/25 kHz	12.5/25 KHz
Maximum Frequency Separation	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power Adj*	764-806 MHz: 1 to 2.5 W 806-870 MHz: 1 to 3 W	1 to 6 W	1 to 5 W	1 to 5 W
Frequency Stability* (-30°C to +60°C; +25°C Ref.)	±0.00015%	±0.00020%	±0.00020%	±0.00020%
Modulation Limiting*:				
25 kHz channel	±5.0 kHz	±5.0 kHz	±5.0 kHz	±5.0 kHz
NPSPAC channel	±4.0 kHz	N/A	N/A	N/A
12.5 kHz channel	±2.5 kHz	±2.5 kHz	±2.5 kHz	±2.5 kHz
Emissions* (Conducted & Radiated)	-75 dBc	-75 dBc	-70 dBc	-75 dBc
Audio Response* (6 dB/Octave Pre-emphasis from 300 to 3000 Hz)	+1, -3 dB	+1, -3 dB	+1, -3 dB	+1, -3 dB
FM Hum & Noise Radio*				
25 kHz	-45 dB	-48 dB	-45 dB	-45 dB
12.5 kHz	-40 dB	-42 dB	-40 dB	-40 dB
Audio Distortion*	1.50%	1%	1.50%	1.50%

**VOICE CODER**

Voice Coding Method IMBE (CAI)	Improved Multi Band Excitation (IMBE)
Voice Truncation	None
Frame Re-sync Interval	180 mSec (Clear Digital Mode)
Forward Error Correction	Golay code
Error Mitigation Project 25-CAI (IMBE) Dual Level	Level 1: Extrapolates and replaces 20 mSec voice frames that exceed the error correction algorithm tolerance. Level 2: Progressive muting of 20 mSec voice frames that are too severely damaged for Level 1 replacement.
Code Book Structure	APCO Project 25 (IMBE): No code book

\* Measured in the analog mode per TIA / EIA 603 under nominal conditions  
\*\* Measured in digital mode per TIA/EIA IS 102.CAAA under nominal conditions  
Specifications subject to change without notice.

**SPECIFICATION SHEET**

ASTRO® XTS® 5000  
Digital Portable Radio

**RECEIVER – TYPICAL PERFORMANCE SPECIFICATIONS**

	700/800 MHz	VH1	UHF R1	UHF R2
Frequency Range/Bandsplits	700 MHz: 764-777 800 MHz: 851-870	136-174 MHz	380-470 MHz	450-512 MHz
Channel Spacing	12.5 / 25 kHz	12.5/25 kHz	12.5 / 25 kHz	12.5/25 KHz
Maximum Frequency Separation	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Audio Output Power at Rated*	500 mW	500 mW	500 mW	500 mW
Frequency Stability* (-30°C to +60°C; 25°C Ref.)	±0.00015%	±0.00020%	±0.00020%	±0.00020%
Analog Sensitivity* 12 dB SINAD	.25 µV	.20 µV	.25 µV	.20 µV
Digital Sensitivity** 1% BER	.40 µV	.25 µV	.40 µV	.25 µV
5% BER	.25 µV	.20 µV	.25 µV	.20 µV
Selectivity* 25 kHz chnl	-72 dB	-80 dB	-78 dB	-79 dB
12.5 kHz chnl	-63 dB	-63 dB	-60 dB	-65 dB
Intermodulation*	-75 dB	-78 dB	-75 dB	-77 dB
Spurious Rejection*	-75 dB	-80 dB	-80 dB	-85 dB
FM Hum and Noise* 25 kHz	-48 dB	-56 dB	-54 dB	-53 dB
12.5 kHz	-40 dB	-50 dB	-45 dB	-45 dB
Audio Distortion*	1.5%	1%	1%	1%

**RADIO MODELS**

	Display	Keypad	Channel Capacity	FLASHport Memory	700/800 MHz Band (764-870 MHz)	VHF (136-174 MHz)	UHF R1 Band (380-470 MHz)	UHF R2 Band (450-520 MHz)
Model I	none	none	16/48	8MB	H18UCC9PW5_N	H18KEC9PW5_N	H18QDC9PW5_N	H18SDC9PW5_N
Model II	2 lines of icons 4 lines 12 characters per line LCD	3x2	850	8MB	H18UCF9PW6_N	H18KEF9PW6_N	H18QDF9PW6_N	H18SDF9PW6_N
Model III	2 lines of icons 4 lines 12 characters per line LCD	3x6	850	8MB	H18UCH9PW7_N	H18KEH9PW7_N	H18QDH9PW7_N	H18SDH9PW7_N
FCC Designation					AZ489FT5806	AZ489FT3804	AZ489FT4855	AZ489FT4864
FCC Emissions Designators	8K10F1E, 20K0F1E, 16K0F3E, 8K10F1D, 11K0F3E							
Power Supply	700/800 MHz: One rechargeable nickel-cadmium, or one optional nickel-metal hydride of lithium ion battery VHF/UHF R1&2: One rechargeable nickel-metal hydride, or one optional nickel cadmium or lithium ion battery							
Dimensions without battery (HxWxD)	6.58" x 2.44" x 1.83"							
Weight without battery	12.5 oz							

**BATTERIES FOR ASTRO DIGITAL XTS 5000**

Battery Capacity /Type	Dimensions (HxWxD)	Weight	Battery Part Numbers	Smart Battery	Battery Capacity
High Capacity NiCD	6.15" x2.3" x.92"	11.10 oz	HNN9031	Y	1525 mA/H
High Capacity NiCD FM	6.15" x2.3" x.92"	11.10 oz	HNN9032	Y	1525 mA/H
High Capacity NiCD Rugged FM	6.15" x2.3" x.92"	11.10 oz	NTN8297	N	1525 mA/H
High Capacity NiMH	6.15" x2.3" x.92"	9.53 oz	NNTN4435	Y	1800 mA/H
High Capacity NiMH FM	6.15" x2.3" x.92"	9.53 oz	NNTN4436	Y	1750 mA/H
High Capacity NiMH Rugged FM	6.15" x2.3" x.92"	9.53 oz	NNTN4437	Y	1750 mA/H
Ultra High Capacity NiMH	6.15" x2.3" x.92"	13.18 oz	RNN4006	N	3000 mA/H
Ultra High Capacity NiMH FM	6.15" x2.3" x.92"	13.18 oz	RNN4007	N	3000 mA/H
High Capacity Lithium Ion	6.15" x2.3" x.60"	6.98 oz	NTN8810	N	1650 mA/H
High Capacity Lithium Ion	6.15" x2.3" x.60"	6.98 oz	NTN9862	Y	2000 mA/H

**SPECIFICATION SHEET**

ASTRO® XTS® 5000  
Digital Portable Radio

**PORTABLE MILITARY STANDARDS 810 C, D, E & F**

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II
High temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1
Temperature Shock	503.1	-	503.2	I/A1C3	503.3	I/A1C3	503.4	I
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	-
Salt Fog	509.1	-	509.2	-	509.3	-	509.4	-
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I
Immersion*	512.1	I	512.2	I	512.3	I	512.4	I
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24
Shock	516.2	I, II	516.3	I, IV	516.4	I/IV	516.5	I, IV

**ENCRYPTION**

Supported Encryption Algorithms	ADP, AES, DES, DES-XL and DES-OFB, DVP-XL, DVI-XL
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 48 common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 360 mSec
Encryption Keying	Key Loader
Synchronization	CFB - Cipher Feedback XL - Counter Addressing OFB - Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital and 12 k-bit Analog Conventional
Key Storage	Tamper protected volatile or non volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	<ul style="list-style-type: none"> <li>• FIPS 46-2</li> <li>• FIPS 140-2</li> <li>• FIPS 197</li> </ul>

\* For rugged models only.  
Specifications subject to change without notice.

**ENVIRONMENTAL SPECIFICATIONS**

Operating Temperature	-30°C / +60°C
Storage Temperature	-40°C / +85°C
Humidity	Per MIL-STD
ESD	IEC 801-2KV
Water & Dust Intrusion	IP54, IPX7*, MIL-STD

**RUGGED OPTION SPECIFICATIONS**

Leakage (immersion)	MIL-STD-810 C, D, E, F Method 512.X Procedure I IPX7*
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R3-4-2009E

# XTVA XTS/MTP Vehicular Adapter

## SPECIFICATIONS FOR XTS ONLY

GENERAL	
<b>Supply Voltage</b>	
<b>Nominal:</b>	13.8 Volts
<b>Range:</b>	11.0 to 16.5 Volts
<b>Temperature</b>	
<b>Operating:</b>	-30°C to +60°C
<b>Storage:</b>	-55°C to +85°C
<b>Charging Active:</b>	+10°C to +40°C
<b>Dimensions</b>	
<b>(L x W x H) cm:</b>	25 x 14 x 7
<b>(L x W x H) in:</b>	9.8 x 5.5 x 2.8

	VHF	UHF	800 MHz
<b>Frequency Range (MHz):</b>	136-174	403-470/450-520	806-870
<b>Power (Watts):</b>	4.7	3.6	3.5
<b>With Power Amp:</b>	N/A*	N/A*	15W

(12dB SINAD)	VHF	UHF	800 MHz
<b>Basic Sensitivity:</b>	.37µ	.38µ	.40µ
<b>With Power Amp Sensitivity:</b>	N/A*	N/A*	.44µ

\* An RFPA for these band splits is being designed, but was not available at the time of publication.

For optimum receiver sensitivity it is recommended that a 3 dB gain antenna with low-loss co-ax be ordered with 800 MHz systems.

PERFORMANCE		
<b>Charge Time:</b>	Three Hours Maximum	
<b>Vehicle Current</b>	<b>Discharged</b>	<b>Charged</b>
<b>Vehicle OFF:</b>	10 mAdc	10 mAdc
<b>Vehicle ON:</b>	520 mAdc	120 mAdc
<b>Radio ON</b>		
<b>Radio Standby*:</b>	580 mAdc	180 mAdc
<b>Optional 6W Rx*:</b>	1350 mAdc	950 mAdc
<b>Radio Tx*:</b>	1500 mAdc	1500 mAdc
<b>Optional RFPA</b>	(*add to the above values):	
<b>Rx:</b>	10 ma	10 ma
<b>Tx:</b>	10 A	10 A
<b>Amplifier Input Impedance:</b>	50 ohms	
<b>Audio Output</b>		
<b>Basic:</b>	500 mW (with less than 5% distortion)	
<b>Optional 6W Speaker:</b>	6W (with less than 10% distortion)	

ENVIRONMENTAL	
<b>Low Temperature Operational:</b>	MIL-STD-810E, Method 502.3, Procedure II, Category C1
<b>High Temperature Operational:</b>	MIL-STD-810E, Method 501.3, Procedure II, Category A2
<b>Low Temperature Storage:</b>	MIL-STD-810E, Method 502.3, Procedure I, Category C3
<b>High Temperature Storage:</b>	MIL-STD-810E, Method 501.3, Procedure I, Category A1
<b>Thermal Shock:</b>	MIL-STD-810E, Method 503.3, Procedure I, Category C2/A1
<b>High Humidity Endurance:</b>	MIL-STD-810E, Method 507.3, Procedures II
<b>Shock Functional:</b>	MIL-STD-810E, Method 516.4, Procedures I
<b>Shock Crash Hazard:</b>	MIL-STD-810E, Method 516.4, Procedure V
<b>Shock Bench Handling:</b>	MIL-STD-810E, Method 516.4, Procedure VI
<b>Life Cycle:</b>	100,000 cycles

Specifications subject to change without notice.



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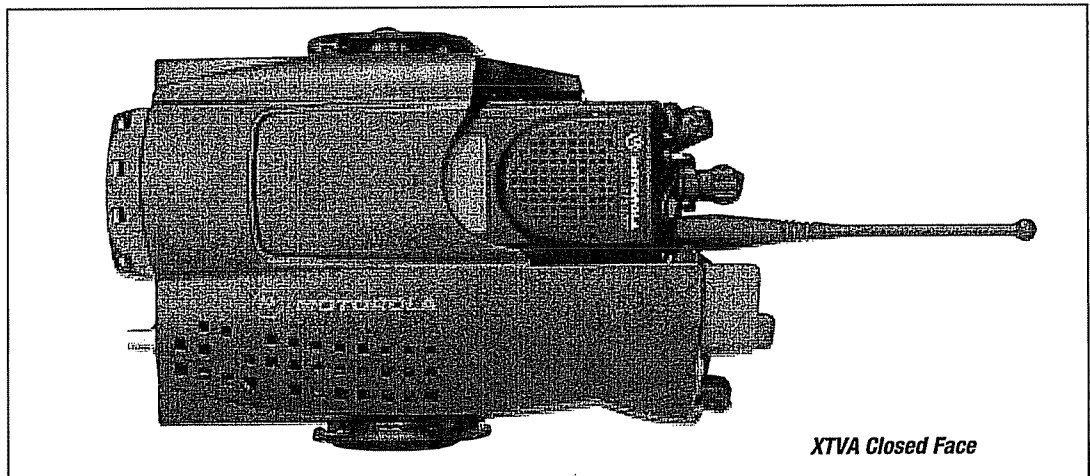
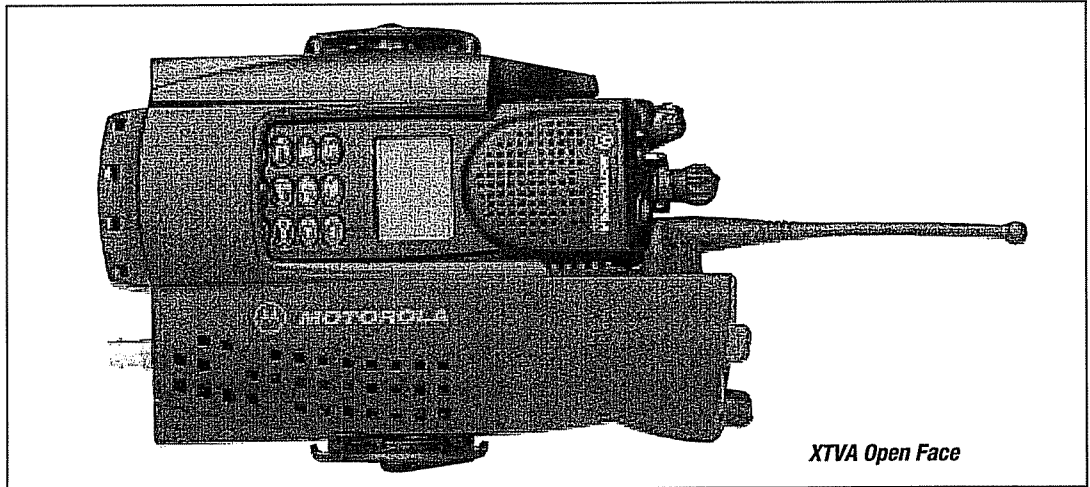
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# XTVA

## XTS/MTP Vehicular Adapter for XTS Portable Radios

*Motorola Vehicular Adapter products provide customers the ability to adapt portable radios to operate in a vehicular environment and allows in-vehicle radio battery charging.*



The updated XTS/MTP Vehicular Adapter (XTVA) has been designed to pack a lot of features and functionality into one unit.

When installed in a vehicle, such as a police patrol car or utility truck, the XTVA is powered through its supply cable from the vehicle's 12 volt battery. Connectors on the XTVA are provided for connection to the vehicle antenna, mobile microphone and optional loudspeaker. The XTVA also has a general interface connector for additional accessory items. The XTVA provides radio battery recharging with charge status indication with color LEDs.

The mobile microphone and optional amplified loudspeaker (PA/Speaker) allow for operation of the portable radio in the XTVA that is similar to operating a mobile radio. The Radio Frequency Power Amplifier (RFPA), which enhances the power output of the XTVA, is also available (for XTS radios only).

# FEATURES

## Compact Size

The XTVA was designed using a minimum number of parts and is packaged in an ergonomic, low profile, easy to mount console. Because of its small size, the unit is flexible enough to mount in numerous locations within the vehicle. This new design allows for quick installation and improved serviceability. The design is a smaller package that has not compromised performance where you need it.

## More Ergonomic Benefits

The XTVA offers several ergonomic features which allow for increased flexibility and use. With new insertion and release functions, the XTVA is easier to use and operate. A list of ergonomic features is listed below:

- ▶ Lighted indicators for transmit, receive, and charge modes
- ▶ Compatible with multiple battery technologies (NiMH, NiCD, Li Ion) without adjustment
- ▶ RS232 Data Terminal interface
- ▶ VRS (PAC.RT) interface
- ▶ Emergency foot and hand switch compatibility
- ▶ Perform self diagnostic tests
- ▶ "Dead Battery" Operation
- ▶ IMBE software
- ▶ A volume knob on the unit
- ▶ Rotary Controls for ease of use with gloves and better tactile feel
- ▶ Quick Radio Release Operation (one hand operation)
- ▶ Quick Radio Insertion (one hand operation)
- ▶ Unit key lock
- ▶ Compatible with the radio and belt clip
- ▶ Compact size module (L x W x H): 25cm x 14cm x 7cm (9.8in x 5.5in x 2.8in)
- ▶ Drainage for foreign materials
- ▶ Open face version for full access to radio controls (select radio models)
- ▶ Instant connection to microphone, external speaker, and external antenna

## Compatibility

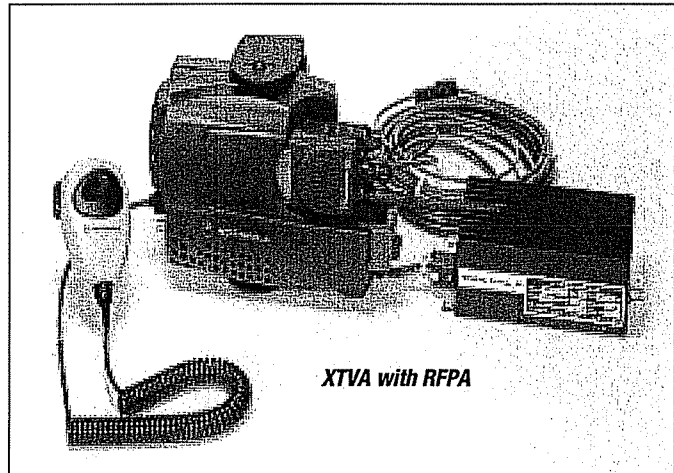
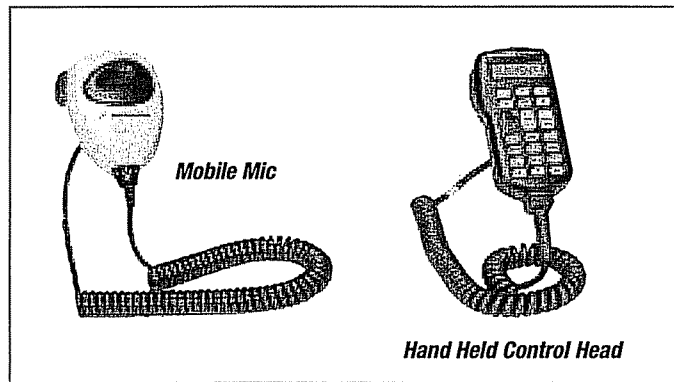
Designed to be able to perform above and beyond the normal adapter use, the XTVA provides numerous accessory options. These accessories give you the ability to operate the XTS and MTP portable radios with a mobile feel.

- ▶ **Microphones**  
*Hand Held Control Head (HHCH) – not compatible with Model I version of the portable  
Mobile Microphone*
- ▶ **External speaker**  
*6W Audio PA Speaker*
- ▶ **External antenna connector option**  
*Female BNC  
Female Mini-UHF*
- ▶ **External RF PA\***  
*VHF  
UHF  
800 MHz*

**NOTE: The XTVA requires an RF Switch (NTN8327) installed on the radio.**

*The HHCH is not compatible with Model I XTS models, or with any MTP models.*

*The RFPAs are not compatible with any MTP models.*



\* Check with your local sales representative for availability.

# FEATURES

## XTVA Platform Benefits

The XTVA has been developed to be compatible with all of the radio configurations and battery technologies available for the XTS and MTP 200/300 portable radio family of products

- ▶ *Compatible with the XTS/MTP form factor (i.e. 200/300, all XTS Models, Ruggedized)*
- ▶ *Compatible with the XTS/MTP batteries form factor (NiCD, NiMH, Lithium Ion) without manual adjustment required*
- ▶ *Allows audio "out" of front panel (open face version only) without use of external speaker*
- ▶ *Optional external RFPA for improved system coverage (XTS models only)*
- ▶ *Rapid charge and trickle charging capabilities (3 hr charge rate)*
- ▶ *Compatible with multiple battery technologies (NiMH, NiCD, Li Ion)*
- ▶ *Trunnion Mounting option*
- ▶ *"Dead Battery" Operation*

.....

## Durability

The XTVA has been designed to be able to perform above and beyond the normal adapter use. Tested to meet very tough environmental standards (see specs), the XTVA will perform well in a wide variety of environments.

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## XTVA Performance

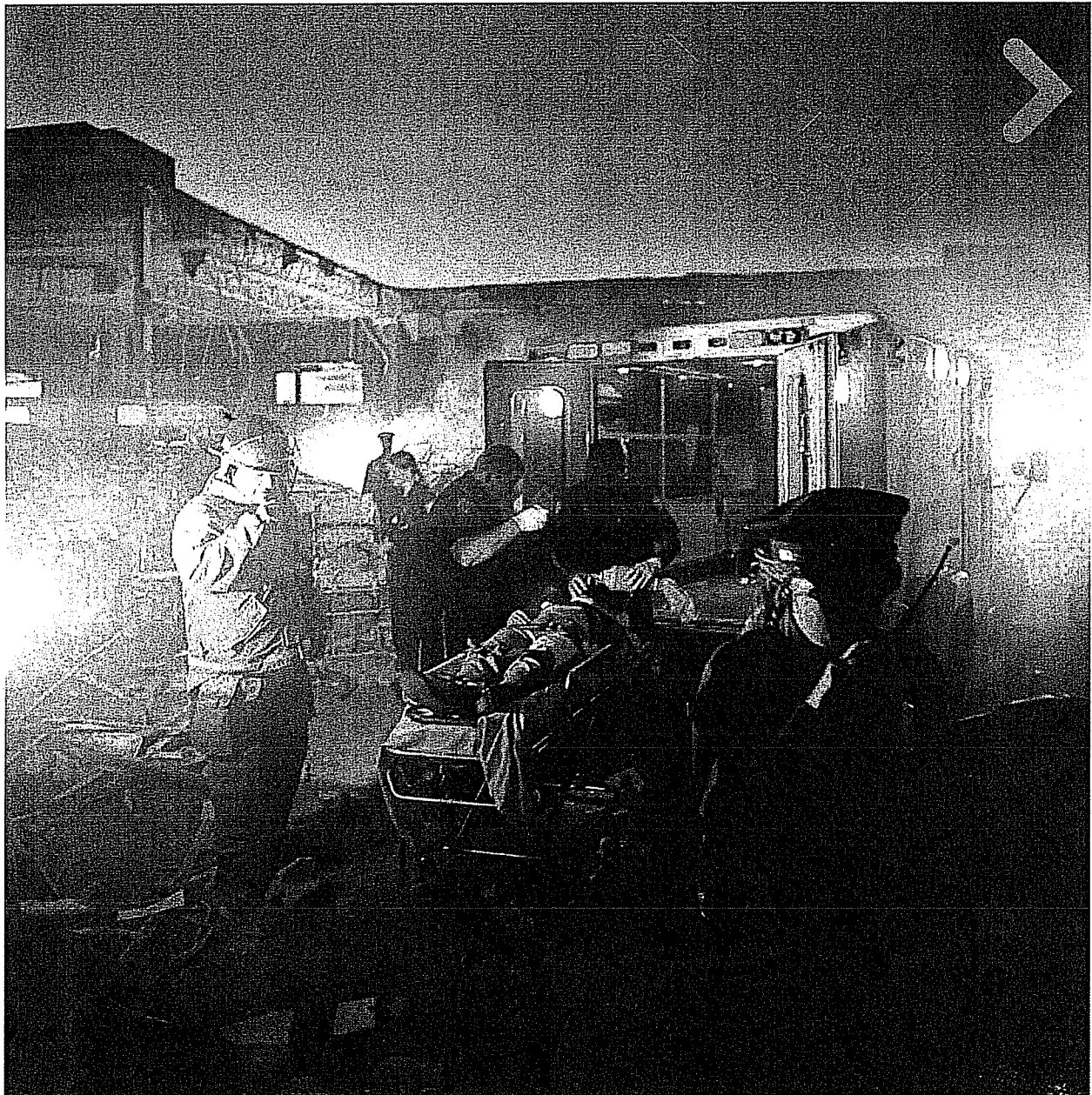
Performance from a vehicular adapter is just as important as durability. The XTVA has also been designed to provide the most optimal electrical performance

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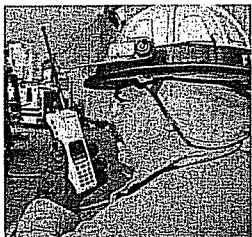
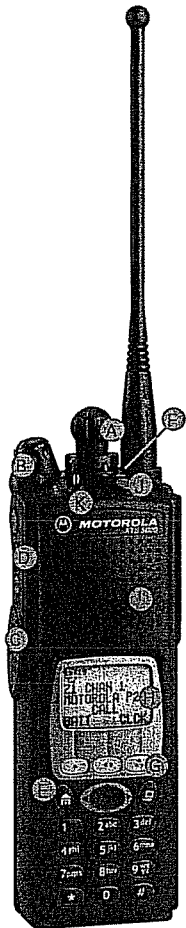


# *The Hard Working Radio Mission Critical Heroes Depend On.*

XTS® 5000 Digital Portable Radio



# *When life gets critical, get Mission Critical control with the XTS 5000 digital portable radio.*



## **Motorola's XTS® 5000 Digital Portable Radio**

The XTS 5000 Project 25 Digital Radio is the toughest and most interoperable portable radio Motorola makes. It assures seamless, high quality communication in a robust design that stands up to the most demanding environments.

Motorola's IP-enabled portable two-way performer offers a full array of sophisticated features and progressive technology. Designed specifically for law enforcement, firefighters, emergency medical, military and federal agencies, the XTS 5000 digital portable radio is the preferred tool of life-saving professionals.

### **Uncompromising Durability**

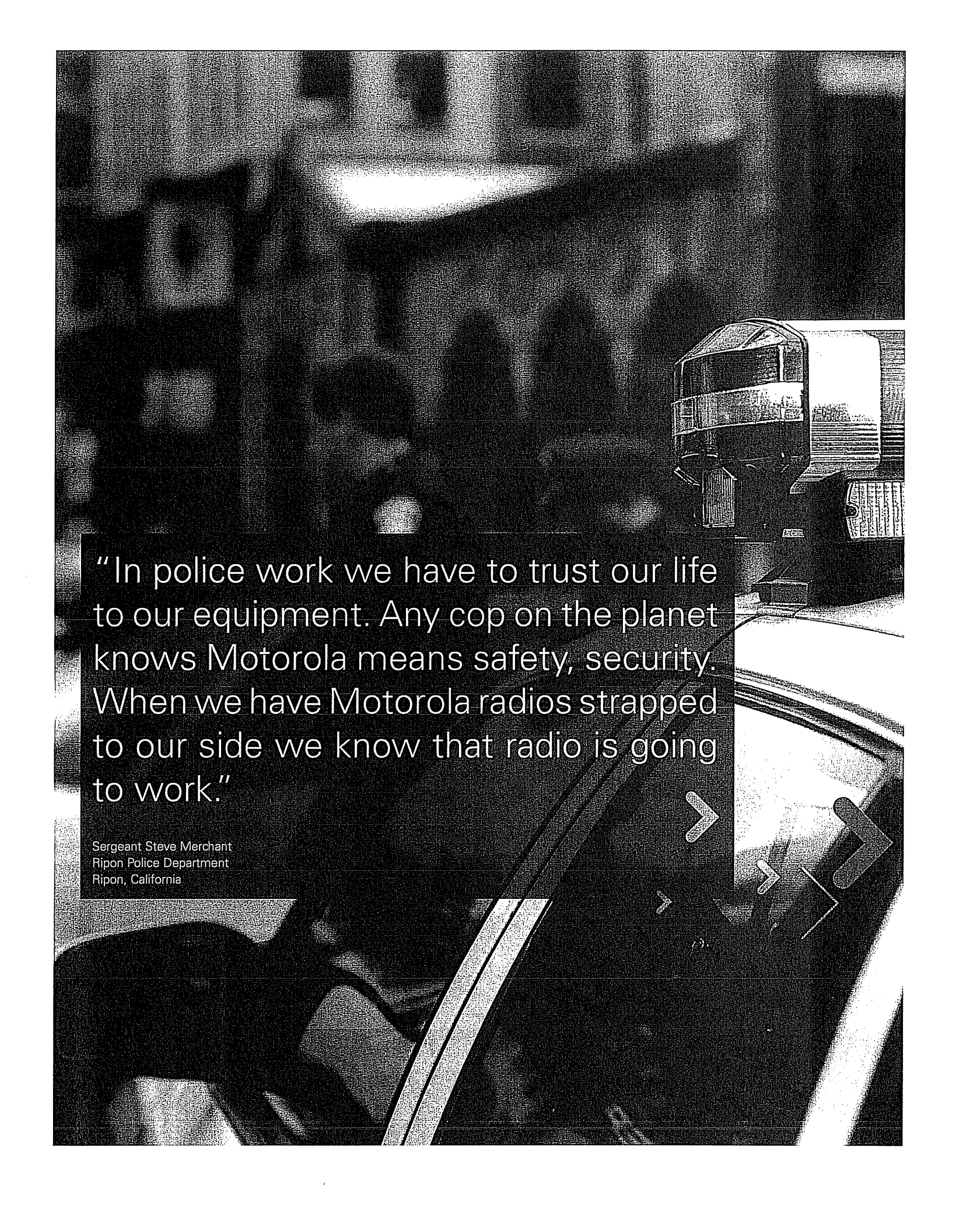
- Meets applicable Military Specifications 810, C, D, E and F.
- Offered with an intrinsically safe option certified by Factory Mutual Approvals (FM) for use in hazardous classified areas.
- Provides optimal protection against water intrusion from blowing rain by taking advantage of redundant silicon seals.
- With the MacroBlend housing material, it's designed to survive severe shock and vibration, exposure to damaging environments such as salt fog, UV radiation, dust and electrostatic discharge making your radio one tough performer.
- All three models available in a RUGGED version helping to ensure your radio will operate under the most adverse conditions – even after submersion in water.

### **P25 Digital Solution**

Motorola's Project 25 solutions offer True Interoperability across jurisdictions and agencies. These solutions allow for efficient and reliable inter-agency communications helping responders to communicate, coordinate and interoperate together as one.

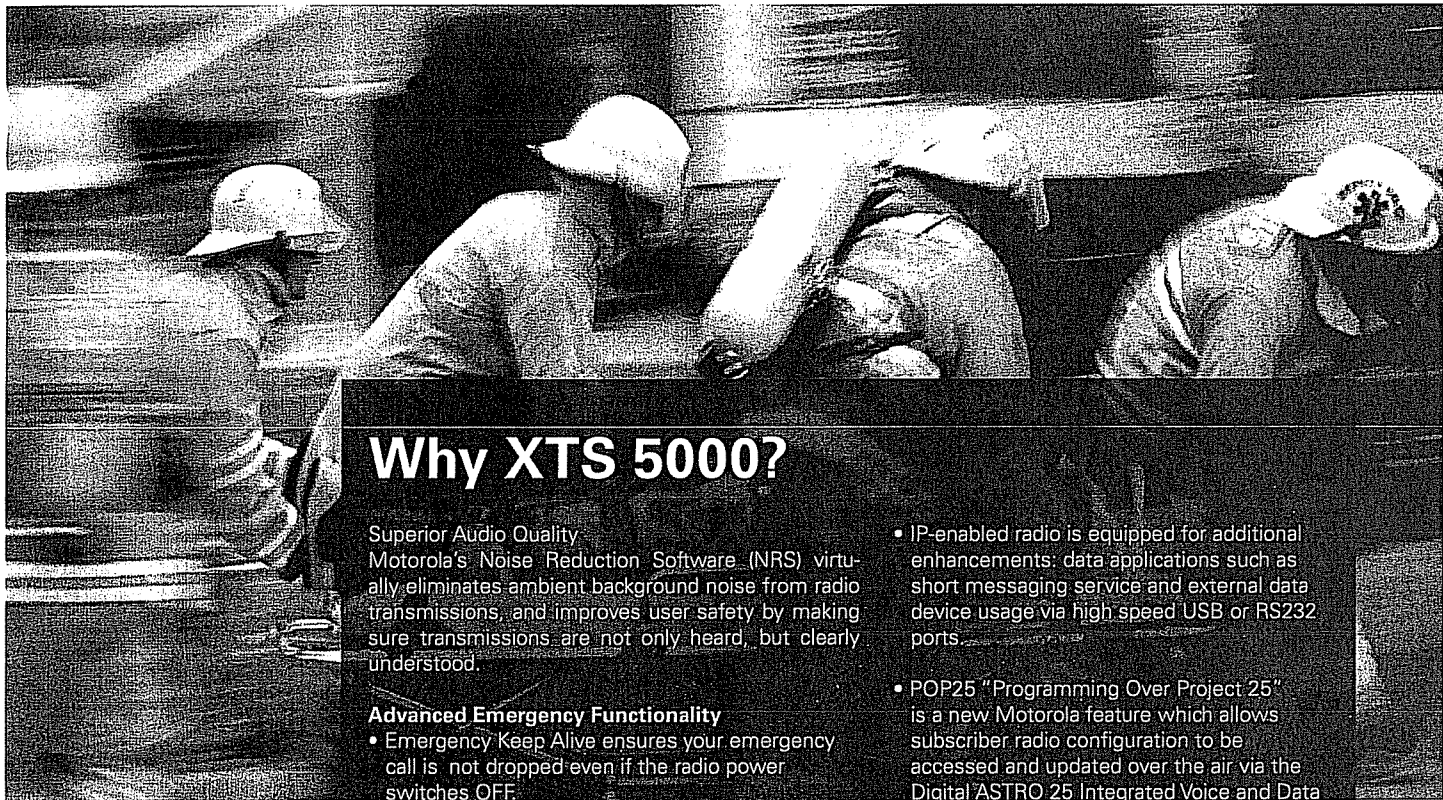
### **XTS 5000 Features**

- A: 16-position backlit rotary knob
- B: Power-On / Off volume control
- C: Ergonomically recessed PTT
- D: Three programmable side buttons for quick access to pre-programmed functions
- E: Home button
- F: Two position concentric switch
- G: Three software programmable menu buttons
- H: Four line twelve character full bitmap high resolution display. Plus two lines of icons including: RSSI, battery gauge, user time clock
- I: Top mounted speaker so not to muffle the audio integrity of the radio in holster
- J: Emergency button - easy to locate by following antenna
- K: Metal toggle ABC switch



"In police work we have to trust our life to our equipment. Any cop on the planet knows Motorola means safety, security. When we have Motorola radios strapped to our side we know that radio is going to work."

Sergeant Steve Merchant  
Ripon Police Department  
Ripon, California



## Why XTS 5000?

### Superior Audio Quality

Motorola's Noise Reduction Software (NRS) virtually eliminates ambient background noise from radio transmissions, and improves user safety by making sure transmissions are not only heard, but clearly understood.

### Advanced Emergency Functionality

- Emergency Keep Alive ensures your emergency call is not dropped even if the radio power switches OFF.

- Emergency with voice to follow will allow you to communicate without having to press the PTT button.
- In Digital mode, other users in your talk group hear an alert and see your ID in their display when an emergency call is initiated.

### Available in 3 Hardware Models

- Basic model (Model I)
- Model with display and navigation buttons (Model II)
- Model with display and full keypad (Model III)

### Advanced True Interoperability and Backward Compatibility

Communication with many different systems using just one radio. P25 trunking and conventional, analog conventional, and Motorola legacy systems are all within reach.

### Data Capability

- Integrated Voice & Data Ready
- Use it as a modem as well as send and receive data through your trunking or conventional system infrastructure.
- No system – No problem! Use IP packet data capabilities to send data directly to other radios.

- IP-enabled radio is equipped for additional enhancements: data applications such as short messaging service and external data device usage via high speed USB or RS232 ports.

- POP25 "Programming Over Project 25" is a new Motorola feature which allows subscriber radio configuration to be accessed and updated over the air via the Digital ASTRO 25 Integrated Voice and Data (IV&D) trunked system.

- ASTRO Text Messaging Service is a new data application through which subscriber radios can send and receive text messages to other subscribers or dispatch operators.

### Enhanced Encryption and Advanced Features

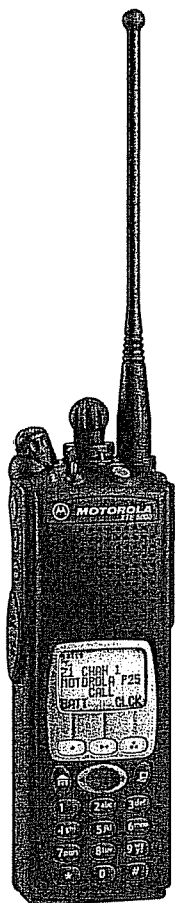
The XTS 5000 portable radio is capable of the most advanced security features available in the industry, including Type 1, 3 and 4 encryption options and the simplicity of both Infrastructure and Tactical Over the Air Rekeying (OTAR).

### Easily Adaptable and Fully Expandable

- Built-in FLASHport™ support lets you customize the radio with new software.
- Customer Programming Software (CPS) advanced functionality such as Drag and Drop and Programming Over IP allows you to customize your radio while saving time.
- Ensures future enhancements can be added as you migrate to more sophisticated features and technologies.

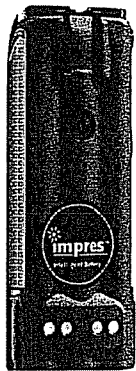
### Audible Channel Announcement

Channel Announcement allows the user to navigate through channels/talk-groups in the radio while an audible, pre-recorded voice file provides a description of the selected channel or talk-group.



# Motorola's top performer turns mission-critical into mission accomplished.

Clearly, the XTS 5000 portable radio is the top choice for mission-critical users. Designed to deliver multiple frequency band solutions, it offers enhanced spectrum utilization and seamless integration in congested urban areas or dispersed rural regions. This two-way digital radio means greater interoperability and durability for the demanding user.



IMPRES™ Batteries

## XTS 5000 Portable Radio Accessories

### IMPRES™ Batteries

When used with an IMPRES charger, provide automatic, adaptive reconditioning, end of life display, and other advanced features to maximize talk time and optimize battery cycle life.

Large selection of IMPRES batteries are available in various chemistries.

### Temple Transducer Headset

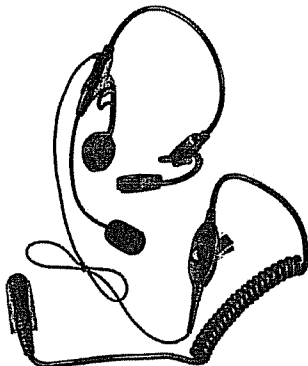
Lightweight, behind-the-head headset with noise-canceling boom microphone. Innovative design lets you clearly receive audio without covering the ear.

### CommPort™ Integrated Microphone/Receiver

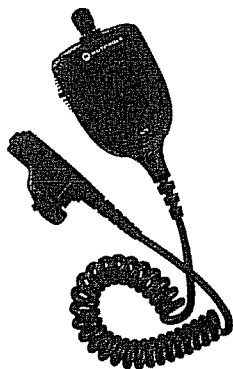
Features the latest in voice processing technology. Listen and speak under the most adverse conditions. Miniaturized system fastens snugly to the ear.

### GPS Remote Speaker Microphone

The GPS Remote Speaker Microphone allows users in outdoor locations to be automatically tracked by satellite for enhanced personnel safety.



Temple Transducer Headset



GPS Remote Speaker Microphone

## Motorola's Service Commitment

The XTS 5000 digital portable radio should offer years of trouble-free performance; however, sometimes unexpected things can happen. Your radios are covered with a standard one-year limited factory warranty. After the initial warranty, Motorola offers a variety of services to meet your repair needs; including Express Service Plus, Service Contracts and Flat Rate Repairs. With over 800 Motorola Authorized Service Repair facilities across the United States in addition to our repair depots, you can rest assured that your radio is restored and returned in peak performance.





Model I

Model II

Model III

Choose from Model I with basic features; Model II with bit map display and navigation keys; or Model III with all these features plus an alphanumeric keypad. Rugged housings are available in traditional black or public safety yellow for easy visibility.

## Over 70 years of understanding the needs of public safety.

In today's world you need a partner with experience and expertise. That's why Motorola has been a leading provider of interoperable communications for public safety, first responders and government agencies. Our experience, along with our skills, people, partnerships and alliances allow us to build innovative, fully integrated technologies that help organizations like yours share vital information with ease and confidence. We've been doing it for 70 years and we'll be standing by our customers for years to come. We are committed to bringing all of our knowledge and technical experience together so you can focus on what you do best...to serve and protect the public.



**MOTOROLA**

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