



May 18th, 2010

Krista Ferrell
Buyer Supervisor-File 21
West Virginia State Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

Dear Ms. Ferrell,

Motorola Inc., by and through its Government and Enterprise Mobility Solutions business ("Motorola"), is pleased to have the opportunity to provide the State of West Virginia with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational requirements of the State of West Virginia, Motorola's proposal includes a combination of hardware, software and services.

Motorola's proposal is subject to Motorola's Clarifications to the West Virginia State Police Request for Quotation #DPS1039 and to the attached and incorporated Master Purchase Agreement and Software Licensing Agreement or, in the alternative, a negotiated version thereof. Any questions can be directed to Peter Marotta the Motorola Account Manager for the State of West Virginia at (304) 860-5051.

We thank you for the opportunity to furnish the State of West Virginia with "best in class" solutions.

Sincerely,

A handwritten signature in cursive script, appearing to read 'J. Wasni'.

Jacquelyn M. Wasni
Vice President
Motorola Sales and Services, Inc.

RECEIVED

2010 MAY 27 AM 8:40

WV PURCHASING
DIVISION



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
DPS1039

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

VENDOR

**Motorola
 Peter Marotta
 5118 Big Tyler Road
 Apartment 13
 Cross Lanes WV 25313**

SHIP TO

**WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141**

DATE PRINTED 04/27/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **05/20/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-50		
<p>UHF AND VHF DIGITAL MOBILE RADIOS AND ACCESSORIES</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA STATE POLICE, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN END CONTRACT FOR VHF AND UHF DIGITAL MOBILE RADIOS PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS MAY 11, 2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Peter Marotta</i>	TELEPHONE 304-860-5051	DATE MAY 18, 2010
TITLE WV Account Manager	FEIN 36-1115800	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
 Department of Administration
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

MOTOROLA
 PETER MAROTTA
 5118 Big Tyler Rd Apt 13
 CROSSLANES, WV 25313

SHIP TO

WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

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<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Peter Marotta</i>	* See note on Pg 7	TELEPHONE 304-860-5051	DATE May 18, 2010
TITLE wv Account Manager	FEIN 36-1115800	ADDRESS CHANGES TO BE NOTED ABOVE	

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ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

MOTOROLA
 PETER MAROTTA
 5118 Bldg TYLER RD Apt 13
 CROSS LANES, WV 25313

SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

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04/27/2010				

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	* see note on Pg 7	TELEPHONE	DATE
<i>Peter Marotta</i>		304-860-5051	MAY 18, 2010
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Account Manager	36-1115800		

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

MOTOROLA
PETER MAROTTA
5118 Blg Tyler Rd
CROSS LANES, WV *Apr 13*
25313

SHIP TO

WEST VIRGINIA STATE POLICE
4124 KANAWHA TURNPIKE
SOUTH CHARLESTON, WV
25309 **304-746-2141**

DATE PRINTED 04/27/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **05/20/2010** BID OPENING TIME **01:30PM**

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<p>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.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>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.)</p> <p>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.</p> <p>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 MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Peter Marotta</i>	* see note on PG 7	TELEPHONE 304-860-5051	DATE May 18, 2010
TITLE WV Account Manager	FEIN 36-1115800	ADDRESS CHANGES TO BE NOTED ABOVE	

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State of West Virginia
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
**KRISTA FERRELL
 304-558-2596**

RFQ COPY
 TYPE NAME/ADDRESS HERE
MOTOROLA
PETER MAROTTA
5118 BIG TYLER RD
CROSS LANE, WV 25313

Apr 13

SHIP TO
WEST VIRGINIA STATE POLICE
4124 KANAWHA TURNPIKE
SOUTH CHARLESTON, WV
25309 304-746-2141

DATE PRINTED 04/27/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **05/20/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</p> <p>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</p> <p>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 AGENCY AS A CONDITION OF AWARD.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Peter Marotta</i>	* see note on PG 7	TELEPHONE 304-860-5051	DATE MAY, 18, 2010
TITLE Account Manager	FEIN 36-1115800	ADDRESS CHANGES TO BE NOTED ABOVE	

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ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

MOTOROLA
PETER MAROTTA
5118 BIG TOWER Rd *Ap 13*
CROSS LANES, WV *25313*

SHIP TO

WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/27/2010				

BID OPENING DATE: **05/20/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: DPS1039</p> <p>BID OPENING DATE: 05/20/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Peter Marotta</i> * see note on Pg 7	TELEPHONE <i>304-860-5051</i>	DATE <i>MAY 18, 2010</i>
TITLE <i>WV Account Manager</i>	FEIN <i>36-1115800</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

MOTOROLA
 PETER MAROTTA
 5118 Big Tyler Rd Apt 13
 CROSS LANES, WV 25313

SHIP TO

WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

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BID OPENING DATE: 05/20/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ DPS1039 ***** TOTAL: _____						
<p>* MOTOROLA'S proposal is subject to Motorola's Clarifications to the WEST Virginia STATE POLICE Request for Quotation #DPS1039 and to the attached and incorporated Master Purchase Agreement and Software Licensing Agreement, or, in the alternative, a negotiated version thereof.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: <i>Peter Marotta</i> * see note above	TELEPHONE: 304-960-5051	DATE: May 18, 2010
TITLE: <i>WV Manager Account</i>	FEIN: 36-1115800	ADDRESS CHANGES TO BE NOTED ABOVE

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

VHF and UHF DIGITAL MOBILE RADIO SPECIFICATIONS

The West Virginia State Police desires to establish an open-end contract for the purchase of digital mobile radio equipment and related accessories. The contract shall be available for use by the WV Division of Natural Resources Law Enforcement Section and all other entities of state government, as well as counties and municipalities as this will assist in the State's Interoperable Radio Project.

The agency has placed the digital P-25 mobile radio equipment into two different tiers according to their performance capabilities and features of each unit. The two tiers will be referred to as Tier-1 and Tier-2 hereinafter and are outlined below. It should be noted the award of this contract may result in a split award between Tiers.

		Comply?	
		Yes	No
1. TIER 1 – APCO P-25 greater than 512 channel mobile radio			
1.1 ITEM #1 – 40 Watt UHF Digital Mobile – P-25 Trunking ready (includes P-25 CAI)			
1.1.1	A mobile under dash type radio (one piece) capable of operating in the 380 - 470 MHz band shall be provided.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.1.2	Radio shall be capable via programming of wide band and narrow band operation (12.5 kHz/25 kHz respectively), and capable of storing more than 512 channels.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.1.2.1	Each channel shall be individually programmable with regard to wideband/narrowband operation, digital/analog operation, and/or trunked/non-trunked operation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.1.3	There shall be no limitations in the radio with regard to what channels may be programmed into the radio in a given bank and in a particular mix of channels/talkgroups.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.1.3.1	All currently licensable frequencies shall be considered acceptable to the unit.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

		Comply?	
		Yes	No
1.1.4	It shall have maximum dimensions of 7.5" W x 3.5" H x 11" D.	<input checked="" type="checkbox"/>	—
1.1.5	Channel indication shall be by way of an alphanumeric display containing a minimum of 14 digits.	<input checked="" type="checkbox"/>	—
1.1.6	If the front panel is sloped, the amount of slope shall not be greater than 20 degrees.	<input checked="" type="checkbox"/>	—
1.1.7	Radio shall have ID display capability.	<input checked="" type="checkbox"/>	—
1.1.8	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.	<input checked="" type="checkbox"/>	—
1.1.9	It shall transmit with a minimum of 40 watts RF output.	<input checked="" type="checkbox"/>	—
1.1.10	Receiver audio stage shall be capable of a minimum of 7.5 watts of audio.	<input checked="" type="checkbox"/>	—
1.1.11	The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability.	<input checked="" type="checkbox"/>	—
1.1.11.1	An external speaker will be provided with the unit.	<input checked="" type="checkbox"/>	—
1.1.11.2	When the external speaker is in use, any internal speaker shall be capable of being disabled.	<input checked="" type="checkbox"/>	—
1.1.11.3	If the internal speaker is mounted on the radio front panel, then the external speaker may be deleted, but must still be capable of using same.	—	—
[CLARIFICATION: BIDDED DEVICE UTILIZES AN EXTERNAL SPEAKER		Does NOT APPLY	
1.1.12	A standard microphone shall be provided.	<input checked="" type="checkbox"/>	—
1.1.13	A mike hangup shall be provided.	<input checked="" type="checkbox"/>	—
1.1.14	Radio shall include software for P-25 CAI and P-25 Trunked operation.	<input checked="" type="checkbox"/>	—

		Comply?	
		Yes	No
1 1 14.1	This shall include any other software necessary to enable seamless roaming operation on the WVIRP radio system presently being installed in West Virginia, and shall be capable of supporting multiple zone operation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1 2 ITEM #2 – 40 Watt VHF Digital Mobile – P-25 CAI ready			
1 2 1	A mobile under dash VHF type radio (one piece) capable of operating in the 136-174 MHz band shall be provided.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1 2 2	Radio shall be capable via programming, of wide band and narrow band (15 kHz/30 kHz respectively) operation, and capable of storing more than 512 channels.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1 2 2.1	Each channel shall be individually programmable with regard to wideband/narrowband operation, digital/analog operation, and/or trunked/non-trunked operation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.2 3	There shall be no limitations in the radio with regard to what channels may be programmed into the radio in a given bank and in a particular mix of channels/talkgroups	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.2.3.1	All currently licensable frequencies shall be considered acceptable to the unit	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.2 4	It shall have maximum dimensions of 7 5" W x 3 5" H x 11" D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.2.5	Channel indication shall be by way of an alphanumeric display containing a minimum of 14 digits	<input checked="" type="checkbox"/>	<input type="checkbox"/>

		Comply?	
		Yes	No
1.2.6	Radio shall have ID display capability.	<input checked="" type="checkbox"/>	---
1.2.7	Radio shall have programmable encode and decode capability for CTCSS tones, digital coded squelch, and NAC codes, with a minimum of one pair of tones, not necessarily the same, for each programmed channel.	<input checked="" type="checkbox"/>	---
1.2.8	It shall transmit with a minimum of 40 watts RF output.	<input checked="" type="checkbox"/>	---
1.2.9	Receiver audio stage shall be capable of a minimum of 7.5 watts of audio.	<input checked="" type="checkbox"/>	---
1.2.10	The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability.	<input checked="" type="checkbox"/>	---
1.2.10.1	An external speaker will be provided with the unit.	<input checked="" type="checkbox"/>	---
1.2.10.2	When the external speaker is in use, any internal speaker shall be capable of being disabled.	<input checked="" type="checkbox"/>	---
1.2.10.3	If the internal speaker is mounted on the radio front panel, then the external speaker may be deleted, but must still be capable of using same.	---	---
<div style="border: 1px solid black; padding: 2px; display: inline-block;"> CLARIFICATION: BIDDED DEVICE UTILIZES AN EXTERNAL SPEAKER </div>		Does	NOT APPLY
1.2.11	A standard Microphone shall be provided.	<input checked="" type="checkbox"/>	---
1.2.12	A mike hangup shall be provided.	<input checked="" type="checkbox"/>	---
2. TEIR 2 – APCO P-25 512 channel mobile radio			
2.1 ITEM #3 - UHF Digital Mobile – P-25 Trunking ready (includes P-25 CAI)			
2.1.1	A mobile under dash type radio (one piece) capable of operating in the 400 - 470 MHz band shall be provided.	<input checked="" type="checkbox"/>	---
2.1.2	Radio shall be capable via programming of wide band and narrow band operation (12.5 kHz/25 kHz respectively), and capable of storing a minimum of 512 channels.	<input checked="" type="checkbox"/>	---

		Comply?	
		Yes	No
2.1.2.1	Each channel shall be individually programmable with regard to wideband/narrowband operation, and digital/analog operation, and/or trunked/non-trunked operation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.1.3	There shall be no limitations in the radio with regard to what channels may be programmed into the radio in a given bank and in a particular mix of channels/talkgroups.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.1.3.1	All currently licensable frequencies shall be considered acceptable to the unit.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.1.3.2	It shall be capable of storing a minimum of 512 channels.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.1.4	It shall have maximum dimensions of 7.5" W x 3.5" H x 11" D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.1.5	Channel indication shall be by way of an alphanumeric display containing a minimum of 10 digits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.1.6	Radio shall have ID display capability.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.1.7	If the front panel is sloped, the amount of slope shall not be greater than 20 degrees.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.1.8	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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.1.9	It shall transmit with a minimum of 40 watts RF.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.1.10	Receiver audio stage shall be capable of a minimum of 5 watts of audio from the internal speaker.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.1.11	The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.1.11.1	An external speaker will be provided with the unit.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Comply?	
	Yes	No
2.1.11.2 When the external speaker is in use, any internal speaker shall be capable of being disabled.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.1.11.3 If the internal speaker is mounted on the radio front panel, then the external speaker may be deleted, but must still be capable of using same. <i>CLARIFICATION: BID DEVICE UTILIZES AN EXTERNAL SPEAKER</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/> <i>Does not Apply</i>
2.1.12 A standard microphone shall be provided.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.1.13 A mike hangup shall be provided.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.1.14 Radio shall include software for P-25 CAI and P-25 Trunked operation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.1.14.1 This shall include any other software necessary to enable seamless roaming operation on the WVIRP radio system presently being installed in West Virginia, and shall be capable of supporting multiple zone operation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.1.15 Radio shall have accessory connections available via DB-25 connector containing at least Transmit audio input, Receive audio output, Push-to-Talk, COR (or equivalent) output. If proprietary connector is used, an adapter cable (connector) shall be provided to enable connection to DB-25 connector.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.2 ITEM #4 - 40 Watt VHF Digital Mobile – P-25 CAI ready		
2.2.1 A mobile under dash type radio (one piece) capable of operating in the 150-174 MHz band shall be provided.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2.2 Radio shall be capable via programming of wide band and narrow band (15 kHz/30 kHz respectively) operation, and capable of storing a minimum of 512 channels.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2.2.1 Each channel shall be individually programmable with regard to wideband/narrowband operation, and digital/analog operation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

		Comply?	
		Yes	No
2.2.3	There shall be no limitations in the radio with regard to what channels may be programmed into the radio in a given bank and in a particular mix of channels/talkgroups.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2.3.1	All currently licensable frequencies shall be considered acceptable to the unit.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2.3.2	It shall be capable of storing a minimum of 512 channels.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2.4	It shall have maximum dimensions of 7.5" W x 3.5" H x 11" D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2.5	Channel indication shall be by way of an alphanumeric display containing a minimum of 10 digits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2.5.1	Radio shall have ID display capability.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2.6	If the front panel is sloped, the amount of slope shall not be greater than 20 degrees.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2.7	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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2.8	It shall transmit with a minimum of 40 watts RF.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2.9	Receiver audio stage shall be capable of a minimum of 5 watts of audio from the internal speaker.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2.10	The speaker shall be driven by this audio amplifier and must be capable of dissipating the entire audio capability.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2.10.1	An external speaker will be provided with the unit.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2.10.2	When the external speaker is in use, any internal speaker shall be capable of being disabled.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2.10.3	If the internal speaker is mounted on the radio front panel, then the external speaker may be deleted, but must still be capable of using same.	<input type="checkbox"/>	<input type="checkbox"/>

CLARIFICATION: BIDDED DEVICE UTILIZES AN EXTERNAL SPEAKER

	Comply?	
	Yes	No
2.2.11 A standard microphone shall be provided.	<input checked="" type="checkbox"/>	_____
2.2.12 A mike hangup shall be provided.	<input checked="" type="checkbox"/>	_____
2.2.13 Radio shall include all software to operate at least to P-25 CAI standards compatible with the WV DNR Law Enforcement Section VHF radio system.	<input checked="" type="checkbox"/>	_____
3. GENERAL SPECIFICATIONS AND WARRANTY		
3.1 All UHF radios being offered for purchase must have previously been approved for use on the West Virginia Interoperable Radio Project system. To see an approved list go to: http://www.wvirp.com/documents/WVIRP%20Approved%20Subscriber%20Unit%20List_040808.pdf	<input checked="" type="checkbox"/>	_____
3.2 Upon request and/or prior to bid award vendors shall provide manufacturer's certification indicating they are an authorized reseller of the product(s) they are offering/bidding. <i>MOTOROLA IS DIRECTLY BIDDING</i>	<input checked="" type="checkbox"/>	_____
3.3 All equipment shall be warranted for a period of 3 years, including parts and labor, and beginning when the equipment is first placed in service. <i>WITH CLARIFICATION</i>	<input checked="" type="checkbox"/>	_____
3.4 All features that are placed in the radio by way of programming or feature encoding will remain for the life of the radio.	<input checked="" type="checkbox"/>	_____
3.4.1 Any lost feature information (ie. # of channels, type of radio, etc) will be replaced (provided) at no charge for the life of the radio.	<input checked="" type="checkbox"/>	_____
3.5 All firmware upgrades to enhance radio operation will be free of charge. (This is not intended to include radio options that would incur additional cost).	_____	<input checked="" type="checkbox"/>
3.6 All programming software updates shall be free of charge during the warranty period of the radio. <i>WITH CLARIFICATION</i>	<input checked="" type="checkbox"/>	_____

3.3 PRODUCT HAS A STANDARD WARRANTY of 1 year from the DATE THE EQUIPMENT IS SHIPPED. PRICING SET FORTH in THIS PROPOSAL EXTENDS the warranty an additional TWO YEARS. THEREFORE the PRODUCT WILL HAVE a 3 year warranty BEGINNING from the ship DATE.

3.6 the procurement of option D, E on Attachment I and the establishment of the FREE MOTOROLA ON-Line Account will enable FREE ACCESS to PROGRAMMING Software

	Comply?	
	Yes	No
3.7 All items are to be available for purchase separately and each item is to be individually priced.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.8 Each item bid should include make and model on Attachment II: Equipment List.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.9 UHF Radios must include AES encryption. This shall include any hardware, firmware, and/or software necessary.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.9.1 Radio shall be capable of holding multiple encryption keys.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.10 All encryption keyloading shall be capable via a Motorola KVL3000 Plus.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.10.1 A keyloading cable compatible with the Motorola KVL3000 Plus shall be included as an option.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. <u>COMPATIBILITY</u>		
4.1 Any modifications necessary to make this equipment operate properly with other provided equipment are to be the responsibility of the vendor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.2 All programming and jumper settings must be performed prior to delivery for operation with any other equipment in this specification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.3 All equipment shall function without unintended interaction and interference to other components.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.4 Any software or hardware deemed necessary for these products to operate in the WVIRP system (UHF), or WVDNR system (VHF), yet excluded by the vendor will be provided after purchase at no charge to the purchaser. All upgrades to facilitate installation of this hardware or software will be the responsibility of the vendor and shall be undertaken at no charge to the purchaser.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. <u>SERVICE MANUALS</u>		
5.1 Schematics will be available and provided as specified.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Comply?	
	Yes	No
5.2 A minimum of 6 complete depot level service/repair manuals will be provided.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.3 If greater than 30 radios are provided, service/repair manuals shall be provided in a ratio of 1 manual per 5 radios.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.4 If greater than 50 radios are provided, service/repair manuals shall be provided in a ratio of 1 manual per 10 radios after fulfilling minimum requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.5 Any failure to comply will be grounds for disqualification of the bid, or cancellation of the contract.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. <u>EQUIPMENT OPTIONS</u>		
6.1 The following items shall be available for items #1-4:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.1.1 Desktop Microphone to substitute for mobile microphone.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.1.2 Desktop Power Supply to convert mobile radio into table top base type radio.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.1.3 Encryption key loader cable for KVL3000 plus.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.2 Programming Software and Hardware	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.2.1 All radio programming must be able to be performed on a Microsoft Windows 2000/XP/Vista/Windows 7 based computer.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.2.2 The vendor shall make available for purchase all programming software and cabling necessary to program all radios.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. <u>EVALUATION FOR BID AWARD</u>		
7.1 Evaluation will include the review of all items listed in these specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Comply?	
	Yes	No
7.2 All pricing should be line itemed as indicated on Attachment I: Cost Sheet	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.3 Special / Promotional pricing offered by vendors for limited periods of time and any item pricing provided for items not requested in this RFQ shall not be considered for bid award and/or price comparison.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

RFQ# DPS1039

VHF and UHF Digital Mobile Radio
Attachment I: Cost Sheet

The vendor must provide pricing inclusive of all associated costs for the following items including the cost of delivery. The estimated quantities contained on the cost sheet are intended for bid evaluation purposes only. Actual quantities may vary based upon the needs of the agency. Vendors should complete this pricing sheet in lieu of submission of manufacturer's quotes.

Item No.	Description	Unit Cost	Estimated Qty.	Extended Cost
1	UHF Digital Mobile	\$ 3,689.18	150	\$ 553,377.00
2	VHF Digital Mobile	\$ 2,976.03	30	\$ 89,280.90
<i>Options for Items 1-2</i>				
A.)	Desktop Microphone (substitute for mobile)	\$ 125.56	30	\$ 3,766.80
B.)	Desktop Power Supply (includes a tray for the mobile radio)	\$ 272.29	30	\$ 8,168.70
C.)	Encryption Key Loader cable (for KVL3000+)	\$ 61.32	10	\$ 613.20
D.)	Programming Software	\$ 273.75	10	\$ 2,737.50
E.)	Programming Cable	\$ 48.36	10	\$ 483.63
3	UHF Digital Mobile	\$ 3,689.18	150	\$ 553,377.00
4	VHF Digital Mobile	\$ 2,045.28	30	\$ 61,358.40
<i>Options for Items 3-4</i>				
A.)	Desktop Microphone (substitute for mobile)	\$ 125.56	30	\$ 3,766.80
B.)	Desktop Power Supply (includes a tray for the mobile radio)	\$ 272.29	30	\$ 8,168.70
C.)	Encryption Key Loader cable (for KVL3000+)	\$ 61.32	10	\$ 613.20
D.)	Programming Software	\$ 273.75	10	\$ 2,737.50
E.)	Programming Cable	\$ 48.36	10	\$ 483.63
Total Bid:				\$ 1,288,932.95

RFQ# DPS1039
VHF and UHF Digital Mobile Radio
Attachment II: Equipment List

The vendor must provide pricing inclusive of all associated costs for the following items including the cost of delivery. The estimated quantities contained on the cost sheet are intended for bid evaluation purposes only. Actual quantities may vary based upon the needs of the agency. Vendors should complete this pricing sheet in lieu of submission of manufacturer's quotes.

Item No.	Description	Make	Model	Configuration Codes	Unit Cost	Estimated Qty.	Extended Cost
TIER 1 - APCO P-25 greater than 512 Channel Mobile Radio							
1	UHF Digital Mobile	XTL 2500	M21QSM9PW1 N	G806,G51,G442,G444,G114,G36 1,W22,G159,W969,G843,G78,G6 6, B18 (external Speaker)	\$ 3,689.18	150	\$ 553,377.00
2	VHF DigitalMobile	XTL 2500	M21KSM9PW1 N	G806,G51,G442,G444,G66,W22, G114,G361,G24, B18 (external Speaker)	\$ 2,976.03	30	\$ 89,280.90
<i>Options for Items 1-2</i>							
	A.) Desktop Microphone (substitute for mobile)		RMN5070A		\$ 125.56	30	\$ 3,766.80
	B.) Desktop Power Supply(includes mobile tray)		HPN4007C,HLN6042		\$ 272.29	30	\$ 8,168.70
	C.) Encryption Key Loader cable (for KVL3000+)		C543		\$ 61.32	10	\$ 613.20
	D.) Programming Software		RVN4186AC		\$ 273.75	10	\$ 2,737.50
	E.) Programming Cable		HKM6183		\$ 48.36	10	\$ 483.63
TIER 2 - APCO P-25 512 channel Mobile Radio							
3	UHF Digital Mobile	XTL 2500	M21QSM9PW1 N	G806,G51,G442,G444,G114,G36 1,W22,G159,W969,G843,G78,G6 6, B18 (external Speaker)	\$ 3,689.18	150	\$ 553,377.00
4	VHF DigitalMobile	XTL 2500	M21KSM9PW1 N	G806,G442,G444,G66,W22,G114 ,G24,B18 (External Speaker)	\$ 2,045.28	30	\$ 61,358.40
<i>Options for Items 3-4</i>							
	A.) Desktop Microphone (substitute for mobile)		RMN5070A		\$ 125.56	30	\$ 3,766.80
	B.) Desktop Power Supply(includes mobile tray)		HPN4007C,HLN6042		\$ 272.29	30	\$ 8,168.70
	C.) Encryption Key Loader cable (for KVL3000+)		C543		\$ 61.32	10	\$ 613.20
	D.) Programming Software		RVN4186AC		\$ 273.75	10	\$ 2,737.50
	E.) Programming Cable		HKM6183		\$ 48.36	10	\$ 483.63
						Total Bid: \$	1,288,932.95

Date: May 19th, 2010

From:

Peter Marotta
State of West Virginia
Motorola Account Manager

Re: Summary of Clarifications for DPS1039 RFQ by West Virginia State Police

To: Krista.S.Ferrell

1 Reference Specification 1.1.11.3, 1.2.10.3, 2.1.11.3, 2.2.10.3

1.1 The bid radio does not contain an internal speaker, so this specification does not apply.

2 Reference Specification 3.2,

2.1 Motorola is directly bidding.

3 Reference Specification 3.3

3.1 Product has a standard warranty of 1 year from the date the equipment is shipped. Pricing set forth in this proposal extends the warranty an additional two years. Therefore, the product will have a 3 year warranty beginning from the ship date.

4 Reference Specification 3.6

4.1 The procurement of option D, E on attachment I and the establishment of a free Motorola on-line Account will enable free access to programming software upgrades for life of the radio.

5 Reference Specification 2.1.15

5.1 The bid mobile radio has the required outputs available on the back of the unit; but, not in a standard DB-25 connector.

State of West Virginia

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). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: 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, Bidder is a partnership, association or corporation resident vendor and 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 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, Bidder is a 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; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: 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; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's 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; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: PETER MAROTTA Signed: [Signature]
Date: MAY 18, 2010 Title: WV ACCOUNT MANAGER FOR MOTOROLA

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

NONE ARE CHECKED

Master Purchase Agreement

Motorola, Inc. ("Motorola") and State of West Virginia ("Customer") enter into this "Agreement", pursuant to which Customer may purchase and Motorola will sell those Products and services as described below. Seller and Customer may be referred to individually as a "Party" and collectively as the "Parties."

For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A Motorola "Software License Agreement"
Exhibit B "List of Products and Pricing" dated _____

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

2.2. "Contract Price" means the price for the ordered Products or services, excluding any applicable sales or similar taxes and freight charges, as shown on the List of Products and Pricing, Exhibit B.

2.3. "Effective Date" means that date upon which the last Party executes this Agreement.

2.4. "Eligible Purchaser" means Customer and those other government agencies, bodies, districts, or entities described in Section 3.4 below.

2.5. "Equipment" means the equipment listed in the List of Products and Pricing, Exhibit B, that Customer purchases from Motorola.

2.6. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.7. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.8. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.9. "Non-Motorola Software" means Software that another party owns.

2.10. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.

2.11. "Products" mean the Equipment and Software provided by Motorola under this Agreement.

2.12. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.13. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Products.

2.14. "Warranty Period" means one (1) year from the date of shipment of the Product or, for services, for one hundred twenty (120) days from the date of performance.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF AGREEMENT.** This Agreement is a Master Purchase Agreement, whereby during the term of this Agreement Customer has the right, but not the duty, to purchase from time to time Products and related services from Motorola's Government and Enterprise business, including parts but excluding Products and services offered by Motorola's Integrated Solutions Division. Pricing for the Products and services will be pursuant to the List of Products and Pricing, Exhibit B. Motorola will provide, ship, and install (if applicable) the Products, and perform the services and its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.1.1. **Products.** Pricing for the Products is based upon Motorola's then current published list domestic prices ("DNUP") less the specified discount percentage.

3.2. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer (and any Eligible Purchaser purchasing from this Agreement) hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.3. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.4. **ELIGIBLE PURCHASERS.** Customer and all of its agencies, and any city or governmental district, body or agency located within the State of West Virginia may purchase from this Agreement. Eligible Purchasers have the same rights and responsibilities as Customer under this Agreement with respect to their purchases from this Agreement.

3.5. **EXCLUSIVE METHOD FOR PLACING ORDERS.** During the term of this Agreement, Customer (and any other Eligible Purchaser) may order Products or the services described above in Section 3.1.2, if they are then available for sale by Motorola. Each order must refer to this Agreement (Motorola Contract No. 10-24104/JS) and must specify the Product by model number, the unit price, the number of units being purchased, and the extended price; concerning services, each order must specify the type of services being purchased. Motorola will make reasonable efforts to deliver the ordered Products within eight (8) weeks from receipt of order or sooner and to perform the services in a reasonably prompt manner. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601. The applicable provisions of this Agreement will govern the purchase and sale of the Products and services, notwithstanding any different terms and conditions contained in an order or acknowledgment of an order.

Section 4 TERM OF AGREEMENT

Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for one (1) year from the Effective Date. Expiration of this Agreement will not affect any warranty period that has not yet expired.

Section 5 PAYMENT OF CONTRACT PRICE

5.1. **CONTRACT PRICE.** Customer will pay the Contract Price as correctly stated in an order when due in U.S. dollars.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer for Products when they are shipped and for services, if applicable, when they are performed. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

The city which is the ultimate destination where the Equipment will be delivered to Customer is:

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Customer may change this information by giving written notice to Motorola. Any Eligible Purchaser other than Customer will provide in writing to Motorola the information identified in this Section 5.4 immediately upon becoming an Eligible Purchaser.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. **SITE CONDITIONS.** If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites are safe, secure, and in compliance with all applicable industry and OSHA standards. Customer will ensure that these work sites have adequate physical space; air conditioning and other environmental conditions; electrical power outlets, distribution and equipment; and telephone or other communication lines, all for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless a statement of work or acceptance test plan exists and provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

8.2. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software.

8.3. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment 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 Motorola; 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 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.

8.4. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

8.5. **SERVICES WARRANTY.** During the Warranty Period, Motorola warrants that the services have been performed in a good and workmanlike manner. Customer's exclusive remedy for a breach of this services warranty is, at Motorola's option, to re-perform the services at no cost to the Customer or refund the Contract Price of the services that were not performed in a good and workmanlike manner.

8.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Products or services for commercial, industrial, or governmental use only, and are not assignable or transferable.

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

Section 9 DELAYS

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

10.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

10.5. CONFIDENTIALITY. All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 11 DEFAULT AND TERMINATION

If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement

Section 12 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

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

12.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages

recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 15 GENERAL

15.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including applicable interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or

transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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

15.4 SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5 INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments for the other. This Agreement will not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6 HEADINGS AND SECTION REFERENCES; CONSTRUCTION. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7 GOVERNING LAW. 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 Customer accepts the Products.

15.8 ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

15.9 NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Customer
Attn: _____

fax: _____

Motorola, Inc.
Attn: Commercial Counsel / Law Department
1301 E. Algonquin Road, MD SH5
Schaumburg, IL 60196
fax: (847) 576-_____

15.10 COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses

and authorizations required for the installation, operation and use of the Products before the scheduled installation of the Equipment.

15.11. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

15.12. **SURVIVAL OF TERMS.** The following provisions survive the expiration or termination of this Agreement for any reason: Section 3.2 (Motorola Software), Section 3.3 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price, and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights); and all of the General terms in this Section 15.

15.13. **INSURANCE.** Motorola maintains and will maintain during the term of this Agreement the following: General and Products Liability in the general aggregate amount of \$5,000,000 (combined single limit for bodily injury and property damage); automobile liability in the amount of \$5,000,000 (aggregate and per occurrence, combined single limit); statutory workers' compensation; and employer liability in the amount of \$1,000,000. Upon written request from Customer, Motorola will provide an industry standard certificate of insurance.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola, Inc.

Customer: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola, Inc., ("Motorola"), and State of West Virginia ("Licensee").

For good and valuable consideration, 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.

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 to 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

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 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

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 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.

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 exceed 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Timothy D. Askeland, USFGMD Division Controller, Motorola, Inc.

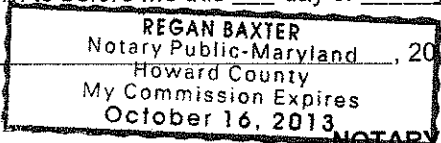
Authorized Signature:  Date: May 7, 2010

State of Maryland

County of Howard, to-wit:

Taken, subscribed, and sworn to before me this 7th day of May, 2010.

My Commission expires _____, 20____.



AFFIX SEAL HERE

NOTARY PUBLIC 